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DEPUTY

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF YOLO

AND

**THE YOLO COUNTY INVESTIGATORS'
ASSOCIATION**

NOVEMBER 1, 2010 THROUGH OCTOBER 31, 2012

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**Memorandum of Understanding
Between
The County of Yolo
and
The Yolo County Investigators' Association**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the County of Yolo, hereinafter referred to as the COUNTY, and the Yolo County Investigators' Association, hereinafter referred to as the ASSOCIATION.

**ARTICLE 1
RECOGNITION**

1.1 Exclusive Representative

The County recognizes the Association as the exclusive bargaining agent for the unit consisting of those classifications listed in Appendix A, characterized by Investigators who have peace officer status pursuant to Chapter 4.5 of the Government Code. The parties agree that this unit was lawfully created and constituted and that it exists and is recognized pursuant to Yolo County Board of Supervisors Minute Order 83-624 and Agreement 83-226 and 83-227.

**ARTICLE 2
ASSOCIATION RIGHTS**

2.1 Association Release Time

The Association shall have forty (40) hours of release time, per calendar year, during the term of this agreement. The release time may be used by designated Association representatives for purposes related to employee organization matters. Any hours remaining in the bank, at the expiration of the agreement, may be used during any period between the expiration date and the date a new agreement becomes effective, should there be such a period of time.

2.2 Use of Release Time

Use of the bank is subject to reasonable advance request. Such request shall be to the immediate supervisor in writing with a copy to the Department Head and the Employee Relations Officer. Approval of the release time must be received before the employee uses the time. The immediate supervisor shall reasonably grant or deny release time based on legitimate operating needs of the department.

2.3 Check Off

2.3.1 The Association shall have the sole and exclusive right to have membership dues, or service fees deducted from the pay of employees covered by this Memorandum of Understanding.

- 2.3.2 The Association agrees to indemnify, defend and hold the County harmless against any claims made of any nature and against any suit instituted against the County arising from its check off for the dues, fees, insurance or benefit programs of the Association.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 Except as otherwise limited by a specific term of this agreement, the County has and retains the sole and exclusive rights and functions of management, including, but not limited to the following:
 - 3.1.1 To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
 - 3.1.2 To manage all facilities and operations of the County including the methods, means and personnel by which the County operations are to be conducted.
 - 3.1.3 To schedule working hours and assign work.
 - 3.1.4 To establish, modify or change work schedules or standards.
 - 3.1.5 To direct the working forces, including the right to hire, assign, promote, or transfer any employee.
 - 3.1.6 To determine the location of all plants and facilities.
 - 3.1.7 To determine the layout and the machinery, equipment or materials to be used.
 - 3.1.8 To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment except where such impacts employee safety.
 - 3.1.9 To determine the size and composition of the working force.
 - 3.1.10 To determine policy and procedures affecting the selection or training of employees.
 - 3.1.11 To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.
 - 3.1.12 To control and determine the use and location of County property, material, machinery or equipment.
 - 3.1.13 To schedule the operation of and to determine the number and duration of shifts.

- 3.1.14 To determine safety, health and property protection measures within the extent of the law.
 - 3.1.15 To introduce new, improved or different methods of operations, or to change existing methods.
 - 3.1.16 To layoff employees from duty for lack of work, lack of funds, or other legitimate operational reason.
 - 3.1.17 To reprimand, suspend, demote, discharge or otherwise discipline employees.
 - 3.1.18 To establish, modify, determine or eliminate job classifications.
 - 3.1.19 To promulgate, modify and enforce work and safety rules and regulations.
 - 3.1.20 To temporarily furlough employees without pay for budgetary reasons.
 - 3.1.21 To take such other and further action as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- 3.2 Any agreement by the County to meet and confer or meet and consult over the effect of the exercising of a County right shall not unduly impair the right of the County to exercise and implement any of its rights.

**ARTICLE 4
ALTERNATIVE WORK SCHEDULE**

- 4.1 A department head may establish alternative work schedules for employees of his or her department. Any such schedule must be approved by the County Administrative Officer.
- 4.2 Any employee or group of employees desiring an alternative work schedule may request in writing that the department establish such a schedule.
- 4.3 Alternative work schedules shall mean either:
 - 4.3.1 4/10 Schedule: A biweekly work schedule consisting of eighty (80) hours of work scheduled for eight (8) workdays consisting of ten (10) hours of work scheduled on each work day and no more than forty (40) hours of work scheduled per week; or
 - 4.3.2 Flextime Schedule: A weekly work schedule consisting of forty (40) work hours during five (5) work days at other than normally scheduled hours (flex time); or
 - 4.3.3 9/80 Schedule: A biweekly work schedule consisting of eighty (80) hours of work in nine (9) workdays, and with no more than nine (9) hours scheduled on any workday. Such a schedule shall require designation of a work week which starts and ends at noon on

Mondays or noon on Fridays for employees on such a schedule and shall involve forty (40) regular hours worked in such a designated week. For employees who have an approved 9/80 work schedule which provides for the work week to start at noon on Monday, such employees shall have the first Monday in the pay period as a day off. For employees who have an approved 9/80 work schedule which provides for the work week to start at noon on Friday, such employees shall have the last Friday of the pay period as a day off; or

4.3.4 Other schedules approved by the CAO and the Board of Supervisors.

- 4.4 Alternative work schedules may be discontinued at any time by the department head with advance notice of fifteen (15) working days to the employees affected. The notice requirement shall not apply in emergency circumstances.
- 4.5 An employee who is on an alternative work week shall, at the discretion of his/her manager, automatically revert to a standard work week/shift when on workers' compensation leave, jury duty, or other paid leave in duration for one week or more. No such reversion shall result in the payment of overtime.
- 4.6 Employees on an alternate work schedule shall be entitled to eight (8) holiday hours for each County paid holiday. They may choose to take any remaining hours which they would regularly work on such holiday as compensatory time, vacation, or leave of absence without pay. If feasible, the department head may allow such employees to work back such hours on an hour-for-hour basis during the same work week. In lieu of the above, the department head at his/her discretion may require a reversion to a 5/8 work schedule in any pay period which contains one or more holidays.
- 4.7 An employee on an alternative work schedule whose regularly scheduled day off falls on a holiday as set forth in this article shall be entitled to eight (8) hours off or eight (8) hours pay.

ARTICLE 5 LONGEVITY PAY

- 5.1 Employees hired after July 1, 1981, shall not be eligible for the longevity pay program. Employees to whom a longevity pay plan is applicable shall be eligible for advancement to the "L1" Step of their salary range on their salary anniversary date after five (5) years continuous service rendered at "E" Step. Such employees shall be eligible for advancement to the "L2" Step of their salary range on their salary anniversary date after five (5) years continuous service rendered at the "L1" Step.

ARTICLE 6 TRANSFER POLICY

6.1 Transfers

- 6.1.1 The County reserves the right to transfer employees in this unit in accordance with the

needs of the County and in accordance with this article.

6.1.2 No bargaining unit employee shall be transferred for arbitrary reasons.

6.1.3 This transfer policy is applicable to all employees in this unit.

6.2 Worksite and Shift Transfer

6.2.1 An employee covered by this agreement may be permanently transferred between assignments or shifts upon fifteen (15) calendar days prior notice.

6.2.2 An employee may be transferred temporarily upon two (2) days prior notice; provided, however, in case of an emergency such notice need not be given.

6.2.3 Temporary worksite or shift transfers will not normally last longer than thirty (30) working days.

6.2.4 Transfer shall not include temporary assignment for a portion of a work day or work days to a different work location during regularly assigned working hours.

**ARTICLE 7
GRIEVANCE PROCEDURE**

7.1 Purpose.

The purpose of this procedure is to provide an equitable and orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

7.2 Definitions.

7.2.1 Grievance. A grievance is a claim that a specific provision of this agreement has been violated, misapplied or misinterpreted in a way that adversely effects an individual grievant and/or the entire membership of the bargaining unit.

7.2.1.1 Major Disciplinary Actions. Discharges, suspensions without pay for more than sixteen (16) work hours for the same cause in any twelve (12) month period, and/or demotions shall not be subject to grievance pursuant to this Article.

7.2.1.2 Minor Disciplinary Actions. Letters of Reprimand, suspensions without pay for sixteen (16) or fewer work hours for the same cause in any twelve (12) month period, and disciplinary transfers may be subject to grievance to the extent authorized in this Article.

7.2.2 Grievant. A grievant is (1) any individual employee represented by the unit who is filing a

grievance; (2) any group of employees adversely affected in a substantially similar manner who are consolidated as a single grievance by the County and thereafter represented by a single grievant; or (3) the bargaining unit when the grievance alleges a violation that affects the bargaining unit as a whole.

7.2.3 Bargaining Unit Grievances. The bargaining unit shall have standing under this procedure to initiate a grievance only over alleged violations of a specific section(s) of this Agreement that affects the entire bargaining unit, an entire department or ten (10) or more unit members in any one classification. In order to exercise such standing the bargaining unit must provide sufficient information to allow a complete investigation.

7.2.4 Yolo County Grievance Form. The Yolo County Grievance Form shall be the sole form used for the filing of a formal grievance and shall be completed and presented at each level in the grievance process.

7.2.4.1 The completed form shall contain:

- (1) The name of the grievant;
- (2) The class title;
- (3) The department;
- (4) The mailing address of the grievant;
- (5) A clear statement of the nature of the grievance citing the applicable agreement section and the specifics of the violation;
- (6) The date(s) on which the alleged violation occurred;
- (7) A proposed solution to the grievance;
- (8) The date of execution of the grievance form;
- (9) The date of the presentation of the informal grievance and the name of the person with whom the grievance was discussed;
- (10) The signature of the grievant; and
- (11) The name and signature of the grievant's representative, if any.

Once filed, a grievance can only be amended by mutual agreement.

7.2.4.2 Grievances, other than bargaining unit grievances, shall be initially signed by the employee or employees filing the grievance.

7.2.4.3 After the initial filing of the grievance, the bargaining unit representative may sign the Yolo County Grievance Form on behalf of the grievant(s).

7.2.5 Appointing Authority. The Appointing Authority shall be the Department Head, the Acting Department Head, or the person whose duties most closely correspond to those traditionally assigned to a Department Head.

7.3 General Provisions.

7.3.1 This procedure shall be the exclusive procedure for adjusting grievances of employees within the bargaining unit.

- 7.3.2 No reprisal of any nature shall be taken against any employee for participating in the grievance procedure.
- 7.3.3 The grievant must be present at every level of the proceeding and may be represented by a representative of his/her choosing at any level of this procedure after the initial informal discussion with his/her supervisor. In those grievances where the employee is not represented by the bargaining unit, the County will notify the bargaining unit of the existence of the grievance by forwarding a copy once it has been received.
- 7.3.4 The grievant, the grievant's witnesses and representative shall suffer no loss of compensation or benefits while participating in this procedure.
- 7.3.4.1 Subject to bargaining unit release time, employee representatives may investigate and process formal grievances filed by employees.
- 7.3.4.2 Unless otherwise agreed between the parties and confirmed in writing, bargaining unit release time shall include no more than thirty (30) minutes preparation time per grievance level.
- 7.3.5 Proceedings shall, whenever possible, be held during normal working hours. If held at other than grievant's normal working hours at the request of the appointing authority, the grievant shall be entitled to an equivalent number of hours off on an hour-for-hour basis. Grievance meetings with management shall be considered time worked.
- 7.3.6 If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized and any right to pursue the grievance further shall be deemed waived and abandoned.
- 7.3.7 If a supervisor or manager fails to respond with an answer within the prescribed time period the grievant may appeal his/her grievance to the next higher level as if the grievant had received a denial of the grievance on the last day specified for the response.
- 7.3.8 Time limits are considered an integral and important part of this procedure and may not be waived or ignored except by mutual agreement of the parties, which is confirmed in writing.
- 7.3.8.1 Parties recognize the need to expedite resolution of all grievances and the time limits set are maximums.
- 7.3.8.2 By mutual consent, which is confirmed in writing, the parties, may waive or consolidate any step(s) of the grievance process.
- 7.3.9 Preambles, purpose clauses and administrative procedures of this agreement shall not be subject to grievance.

7.3.10 Upon voluntary termination of a grievant, his/her outstanding grievance shall be jointly reviewed by the remaining parties and if the remedy is no longer available, the grievance shall be determined to be moot and shall be withdrawn.

7.3.11 Unless otherwise identified, all days are calendar days.

7.3.12 Any written response or meeting requirement by a manager or appointing authority may be provided by his/her designee.

7.3.13 Document service between parties to a grievance shall be made in person, by properly addressed first class U.S. Mail, or by FAX with confirming copy mailed. If parties agree in advance, service by e-mail will be acceptable.

7.4 Informal Resolution.

7.4.1 An aggrieved employee shall first discuss the grievance with his/her immediate supervisor and shall identify the discussion as the informal step of the procedure.

7.4.2 Within ten (10) days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, but in no event longer than forty-five (45) days from the act or omission, the grievant shall discuss orally his/her grievance with his/her immediate supervisor. The supervisor shall have ten (10) days to give an oral response to the employee.

7.5 Formal Levels.

7.5.1 Level 1. If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within ten (10) days of receipt of such answer file a formal written grievance on a completed Yolo County Grievance Form with his/her manager. Within ten (10) days the manager or designee shall have a meeting with the grievant and within ten (10) days thereafter give a written answer to the grievant.

7.5.2 Level 2. If the grievant is not satisfied with the written answer from his/her manager the grievant may, within ten (10) days from the receipt of such answer, file a written appeal to the appointing authority. Within ten (10) days of the receipt of the written appeal the appointing authority shall investigate the grievance, which shall include a meeting with the concerned parties, and thereafter shall give a written answer to the grievant within seven (7) days.

7.5.3 Level 3. If the grievant is not satisfied with the written answer from the appointing authority, the grievant may, within seven (7) days of such answer, file a written appeal to the Director of Human Resources. Within seven (7) days of receipt of the written appeal, the Director of Human Resources or his/her designee shall investigate the grievance, which shall include a meeting with the concerned parties, unless such meeting is waived by mutual agreement of the parties, and thereafter, shall give a written answer to the grievant within seven (7) days, which answer shall be final and binding unless appealed by the

bargaining unit.

- 7.5.3.1 Any waiver of the requirement for a meeting with the concerned parties at Level 3 shall be confirmed in writing.
- 7.5.3.2 If the decision of the Director of Human Resources resolves the grievance to the satisfaction of the grievant, it shall bind the County, subject to the ratification by the Board of Supervisors of unbudgeted expenditures.
- 7.5.4 Level 4. If the bargaining unit is not satisfied with the decision made by the Director of Human Resources, the bargaining unit may within ten (10) days of the receipt of the response from the Director of Human Resources request a hearing of the grievance by an Arbitrator, or may choose the Voluntary Mediation Process.
 - 7.5.4.1 The request for a hearing shall be made in writing to the Director of Human Resources, or his/her designee, who shall request a list of seven (7) arbitrators from the State or shall request a similar list of mediators from the California State Mediation/Conciliation Service.
 - 7.5.4.2 Once that list is received, the County and the bargaining unit shall promptly select the arbitrator or mediator by alternate striking of names. The party to strike first shall be determined by coin toss.
 - 7.5.4.3 Upon selection of the arbitrator or mediator, the Director of Human Resources shall contact the arbitrator or mediator, obtain available hearing dates, and communicate those dates to the bargaining unit. The first available date permitted by the parties' schedules will be selected.
 - 7.5.4.4 The Arbitrator shall conduct a hearing and, upon the mutual request of the parties, shall either issue an oral bench decision, or, if requested, shall, within sixty (60) days of the conclusion of the hearing (and submission of briefs, if any), render a written decision and/or order. Any decision and/or order of the Arbitrator shall be final and binding.
 - 7.5.4.5 In the event that Voluntary Mediation Process is pursued, the mediation sessions shall be confidential in nature and attended only by parties at interest. There shall be no record made of such sessions. The mediator's proposed settlement shall not be binding upon the parties unless mutually agreed in advance. If full resolution is not achieved in mediation, the Mediator shall be charged with narrowing the issues remaining in dispute for pursuit of possible other forums.
 - 7.5.4.6 The Bargaining Unit and the County agree to bear one-half (1/2) of the cost of the Arbitrator or Mediator and any mutually agreed upon ancillary fees, including transcript and reporter fees, that are incurred in the presentation of the appeal to the Arbitrator or Mediator except in those cases where the employee is not represented by the Bargaining Unit.

- 7.5.4.7 Any appeal which has not been scheduled within twelve (12) months of the request for arbitration or mediation shall be deemed to have been withdrawn with prejudice.

ARTICLE 8 DISCIPLINARY PROCEDURE

8.1 Purpose

- 8.1.1 To provide regular permanent employees subject to disciplinary actions with all rights to which they are entitled under the Constitution of the United States, the Constitution of the State of California, and state and federal law including California Government Code.
- 8.1.2 To provide an orderly procedure for notice, pre-action response meetings (Skelly), administrative review of minor disciplinary action and formal hearing on appeal of major disciplinary action.

8.2 Definitions

- 8.2.1 Just Cause. Disciplinary action may only be brought against a permanent employee for the causes outlined in County Code Section 2-6.47.
- 8.2.2 Appointing Authority. The Board of Supervisors, a County officer, the Director of Human Resources, a department head, or any person or group of persons having the power pursuant to law to make an appointment to any position in a specified department for the County or any person designated by an Appointing Authority to act on his/her behalf.
- 8.2.3 Major Disciplinary Actions. Actions taken against a regular permanent employee by the Appointing Authority for just cause which include discharge, demotion, reduction in pay or suspension without pay for more than sixteen (16) hours for the same cause within any twelve (12) month period, or other discipline for which the law mandates notice and an opportunity for a hearing.
- 8.2.4 Minor Disciplinary Actions. Actions taken against a regular permanent employee by the Appointing Authority for cause which include written reprimand, disciplinary transfer, disciplinary suspension with pay, or suspension without pay up to and including sixteen (16) hours for the same cause within any twelve (12) month period.
- 8.2.5 Parties. The affected employee, the Bargaining Unit, the Appointing Authority, or other members of supervision and management.
- 8.2.6 Response (Skelly) Meeting. An informal meeting in which the employee has the opportunity to respond to proposed charges prior to action.
- 8.2.7 Hearing. A formal hearing held following an appeal of an employee of disciplinary action

taken by an Appointing Authority.

8.2.8 Notice. Notice shall be given by personal delivery or by certified mail or, upon mutual agreement of the parties, by fax followed by regular mail.

8.2.9 Service/Receipt of Notices/Orders. The date of service/receipt of notices/orders shall be that date when the notice/order is actually received by the employee or that date when the last good faith effort at delivery is made and confirmed. Avoidance of service shall not waive time limits specified within this section.

8.2.10 Day. Calendar day unless otherwise specified.

8.3 Time Limits

Time limits specified throughout this procedure shall be strictly observed. Time limits may be modified only by mutual agreement of the parties in writing. Said time limits are mandatory, not discretionary. No hearing officer, arbitrator, or other trier of fact shall have the authority to hear a grievance that has not been filed within the precise limits of time agreed to by the parties or by written extensions.

8.4 Exclusive Procedure

8.4.1 This procedure shall be the exclusive procedure for taking disciplinary actions and appealing disciplinary actions against regular permanent employees.

8.4.2 Minor disciplinary actions shall be subject to appeal only through the grievance procedure, up to and including Formal Level 3. Sections 8.7 through 8.9 of this article shall not apply to minor disciplinary actions.

8.5 Notice of Proposed Discipline

8.5.1 The employee shall be given written notice of a proposed disciplinary action, exclusive of a written reprimand, not less than ten (10) calendar days in advance of the date the action is proposed to be taken.

8.5.2 In an emergency situation, an employee may be suspended with pay or temporarily reassigned without loss of pay for the period between the date notice is given and the date that action is taken.

8.5.3 The notice shall contain:

- a. The reasons for the proposed action, including the rule(s) or regulation(s) or ordinance(s) violated and a complete explanation of the reasons.
- b. A copy of the charges and the recommended action.
- c. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or by or with a representative, which may be

- an attorney, at the meeting with the Appointing Authority (or his/her designee).
- d. The date and time for the response meeting with the Appointing Authority during which the employee and his/her representative shall have an opportunity to refute the charges or present facts which may not be known to management.
 - e. Notice that if no written response is received by the Appointing Authority by the time scheduled for the response meeting and the employee fails to participate in the response meeting, the Appointing Authority may proceed to order action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken. Failure to request an opportunity to respond shall constitute a failure to exhaust administrative remedies.

8.5.4 **Accompanying Material.** The notice shall be accompanied by either copies of material on which the charges and recommendations are based, or if the materials are too voluminous to copy easily or are confidential within the Public Records Act, a description of the materials and a reasonable opportunity to inspect, summarize, or make copies.

- a. The employee may copy and inspect all materials designated as the basis for charges and recommendations by Appointing Authority.
- b. The employee may copy and inspect his/her personnel file.
- c. The employee may copy and inspect only the parts of other County records which the employee generated in his/her job, unless the Appointing Authority orders broader discovery.

8.5.5 **Scheduling.** The date and time for the response meeting with the Appointing Authority may be rescheduled for good cause upon mutual agreement of the parties. If a response meeting is rescheduled after the proposed date of the imposition of the disciplinary action, the Appointing Authority shall not take the proposed action until after full consideration of the information presented at the response meeting but not later than ten (10) days after the conclusion of the response meeting.

8.6 Response (Skelly) Meeting.

8.6.1 At the time and place set for the meeting giving the employee the opportunity to respond, the employee may respond orally and/or in writing, personally or by or with a representative.

8.6.2 Neither the Appointing Authority nor the employee shall be entitled to call witnesses or take testimony.

8.6.3 At the meeting, the Appointing Authority may consider information contained in the charges and recommendations and other information as well as information presented by the employee or his/her representative. If new information relating to new charges or recommendations is introduced, or if a theory constituting a new ground or occurrence as basis for discipline is alleged, the employee shall be entitled to a reasonable continuance to copy materials and respond to these new matters.

- 8.6.4 At the conclusion of the response meeting or within ten (10) days, the Appointing Authority shall issue an order taking, amending, or determining not to take the action, and shall give written notice thereof to the employee, which shall include:
- (a) an explanation of the basis for the action;
 - (b) the charges upheld;
 - (c) the effective date(s) of the imposed discipline;
 - (d) a list of items upon which action is based or new documents, if appropriate; and
 - (e) notice of employee's right to appeal.

8.7 Appeal.

- 8.7.1 If an employee has requested and participated in a response meeting with the Appointing Authority as set forth above, the employee shall have the right to appeal the Appointing Authority's disciplinary action to the Arbitrator or the parties may agree to pursue mediation. Such appeal may include the severity of the penalty imposed.
- 8.7.2 Upon the request of either the County or the employee, a Mediator may be requested from the State Mediation and Conciliation Service to attempt to resolve the disciplinary action after Formal Level 3. The request for mediation shall be made within ten (10) days upon receipt of the decision rendered at the response (Skelly) meeting. The Mediator shall make a recommendation to the Director of Human Resources. Any recommendation made by the Mediator shall not be binding upon the parties.
- 8.7.3 Nothing in the subsection shall prohibit a peace officer from exercising his/her rights under the Peace Officer Bill of Rights. Such right to appeal will include the opportunity to an evidentiary hearing at the appropriate level of the appeal process as outlined under section 8.4. The bargaining unit or employee may elect to have the hearing recorded or utilize the services of a court reporter at the requesting party's expense.
- 8.7.4 Filing of an appeal or request for mediation shall not stay the effective date of the order of disciplinary action.
- 8.7.5 A written demand for an appeal and hearing must be served on the Director of Human Resources by the employee or his/her representative within ten (10) days of receipt of the Appointing Authority's order affirming, reversing or modifying the proposed disciplinary action.
- 8.7.6 The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.
- 8.7.7 The demand for hearing shall include:
- a. The specific grounds for appeal; and
 - b. Copies of materials on which the appeal is based or, if too voluminous, reference to materials in the custody of the County.

- 8.7.8 Upon receipt of the written request for a hearing, the Director of Human Resources shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service or like body. Once that list is received, the County and the employee (or representative) shall within ten (10) days select the Arbitrator by alternate striking of names from said list until only one name remains or until both parties agree on the person to hear the arbitration. The party to strike first shall be determined by coin toss.
- 8.7.9 Upon receipt of the name of the selected Arbitrator, the Director of Human Resources shall contact the employee and arrange for the earliest hearing date mutually agreeable to the Arbitrator, the employee and the County. Should the Arbitrator's calendar preclude a hearing date within sixty (60) days, the Director of Human Resources may require the parties to strike names for a replacement Arbitrator. The same procedure shall be followed to obtain hearing dates.
- 8.7.10 Nothing shall prevent the parties from agreeing to the name of an Arbitrator without resorting to the requesting of a list.
- 8.7.11 The Director of Human Resources shall notify the parties in writing of the time and place of the hearing at least fifteen (15) days prior to hearing.
- 8.7.12 Three (3) days prior to the hearing each party shall provide the Arbitrator, through the Director of Human Resources, with a pre-hearing statement, a list of witnesses and copies of all exhibits to be submitted. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to a reasonable continuance at the discretion of the Arbitrator. If new allegations or defense are brought out, the opposing party shall have the right to a reasonable continuance at the discretion of the Arbitrator.
- 8.7.13 An appeal through this procedure waives grievance proceedings under any agreement or memorandum between the County and any employee organization.

8.8 Hearing

- 8.8.1 The hearing shall be conducted as a full-scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel, and findings to support the decision.
- 8.8.2 The Arbitrator shall operate under the Voluntary Labor Arbitration Rules of the American Arbitration Association unless such rules are in conflict with this Article, or the parties to this Article mutually agree to revise the rules of the proceedings for cases falling under the jurisdiction of this Article.
- 8.8.3 The Arbitrator shall conduct a hearing and shall either issue an oral bench decision, or shall, within thirty (30) calendar days of conclusion of the hearing (and submission of briefs, if any), render a written decision and/or order. Any decision of the Arbitrator shall be final and binding on the parties and shall not be subject to appeal.

8.8.4 If an appeal has not been scheduled and heard by the arbitrator within twelve (12) months of the issuance of the order, the matter shall be deemed withdrawn with prejudice.

8.9 Arbitrator/Mediator Cost.

The Bargaining Unit and the County agree to bear one-half (1/2) the cost of the Arbitrator or Mediator and any mutually agreed upon ancillary fees, including transcript and reporter fees, that are incurred in the presentation of the appeal to the Arbitrator or Mediator except in those cases where the employee is not represented by the Bargaining Unit.

**ARTICLE 9
ARBITRATION**

9.1 The following procedure shall be used to select, notify and schedule a hearing to be conducted by an impartial hearing officer under either the Grievance Procedure (Level 4) or the Disciplinary Appeals Procedure for severe disciplinary actions.

9.1.1 The Director of Human Resources shall within ten (10) calendar days of receipt of the demand for arbitration request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service. Once that list is received, the County and the Association shall promptly select the arbitrator by alternate striking of names from said list commencing with the Association.

9.1.2 Upon receipt of the name of the selected hearing officer, the Director of Human Resources shall contact the grievant or appellant and/or his/her representative and arrange for the earliest hearing date available with regard to the schedules of the neutral and the parties' advocates.

9.1.3 Within thirty (30) days of the conclusion of the hearing, the Arbitrator shall render a written decision and/or order. Any decision and/or order of the Arbitrator shall be final and shall not be subject to appeal to the Board of Supervisors.

9.1.4 The Association agrees to bear one-half the Arbitrator costs and any mutually agreed upon transcript or reporter fees.

**ARTICLE 10
OCCUPATIONAL HEALTH**

10.1 Purpose

County and Association recognize the need to establish an Occupational Health Program to provide preventive medical care to deal constructively with the health of employees in relation to their work. County and Association agree that the maintenance of employees physical health is a basic component of satisfactory work performance; that a program of medical examination and

review of physical condition as it relates to performance of assigned job duties is appropriate.

10.2 Physical Requirements

The physical requirements of jobs have been determined and job-related standards have been developed and implemented by the County. Standards so developed shall apply only to employees hired after July 13, 1980. All new regular employees must take and successfully pass a pre-employment medical examination. All regular permanent employees may be required to take and successfully pass a medical examination when the employer has cause to believe that the employee's health and/or physical condition may be detrimental to the employee, his/her work performance, or to others with whom the employee works. Regular permanent employees unable to pass successfully a job-related medical examination due to medical conditions which are identified as medically correctable and job-related will normally be allowed a reasonable period to correct such condition.

10.3 Medical Examinations

10.3.1 Medical examinations shall be performed by a physician designated by the County.

10.3.2 Medical examinations ordered by the County under this provision shall be at no cost to the employee. Appointments for such examinations shall be on County time.

10.3.3 If adverse action is proposed to be taken against an employee as a result of said medical examination, employee has the right to obtain a second examination by a physician of his/her choice selected from a panel of two additional physicians offered by the County at no cost to the employee. The report of the second examination shall be considered prior to the County proceeding with any adverse action.

10.4 Uncorrected job-related medical conditions determined to be incapacitating for performance of duty as defined and governed by Title 2, Division 5, Part 3, Chapter 8, Article 3 of the Government Code, commencing with Section 21020, shall be handled according to that Article. The above referenced provisions of the Government Code provide that the employer may determine disability and petition for Public Employees' Retirement System, State of California, for a disability retirement. For this purpose, County will designate the examining physician and undertake the costs of medical examination.

10.5 The County and the Association favor development and administration of preventive health maintenance program activities to address job performance related occupational health problems such as disability retirement, workers' compensation, excessive absenteeism, alcoholism, drug abuse employee counseling, job stress and psychological testing to determine suitability for job duties.

ARTICLE 11 SALARY AND RELATED

11.1 Salary Increases

11.1.1 During the term of this agreement, there are no scheduled salary increases for unit classifications, except as provided in Section 11.1.2.

11.1.2 The County shall continue to provide for two (2) additional steps in the salary range for all unit classifications. Step 6 will be a two and one-half percent (2.5%) increase over Step 5. Step 7 will be a two and one-half percent (2.5%) increase over Step 6. Placement on Steps 6 and 7 will be at the discretion of the District Attorney, who may consider prior service in a sworn capacity from an outside agency as well as current performance in placing an employee on these Steps.

11.2 Standby Pay

11.2.1 When an employee is assigned to standby status, the supervisor shall inform the employee of the dates and hours of such assignment at least one (1) week in advance, except in emergencies.

11.2.2 Employees assigned to standby status shall be paid at the rate of two dollars (\$2.00) per hour for any hours so assigned. Time worked as a result of a call back to duty shall be paid in accordance with the overtime provisions of this Article. In no instance shall a call back to duty be considered as less than two (2) hours at time and one-half (1 ½) for pay purposes. Payment for simultaneous call-back time and standby time shall be prohibited.

11.2.3 Standby duty requires the employee so assigned:

11.2.3.1 To be ready to respond immediately to calls for service;

11.2.3.2 To be reachable by telephone or pager (only to the extent pagers are provided by the County); provided, however, each employee with a pager shall remain within communication range;

11.2.3.3 To remain within a reasonable distance of the work location; and

11.2.3.4 To refrain from activities which might impair the ability to perform assigned duties.

11.3 Overtime

11.3.1 All hours worked in excess of the standard forty (40) hour work week shall be compensated at the overtime rate of one and one-half (1 1/2) times the regular hourly rate.

11.3.2 An employee on an alternative work week shall be compensated for overtime on the basis of time worked over forty (40) hours in a work week.

11.3.3 All paid time off, with the exception of sick leave, shall be considered time worked for

overtime calculation purposes.

11.3.4 Within the latitude allowed by the Fair Labor Standards Act (FLSA), the department head shall determine whether overtime is compensated by pay or compensatory time off.

11.3.5 No more than one hundred eighty (180) hours of compensatory time off shall be accumulated. All overtime hours worked after one hundred eighty (180) hours of compensatory time off have been accumulated shall be compensated as paid overtime.

11.3.6 Compensatory time off may only be taken upon the prior approval of the department head.

11.3.7 There is no time limit on the use of compensatory time off, except as provided under FLSA.

11.3.8 If an employee is affirmatively permitted or required to work all or any portion of his/her lunch period, such time shall be included as time worked for purposes of calculating overtime compensation. Alternatively, and with supervisory approval, the employee may adjust the start and/or end time of his/her work schedule during the same work week by the equivalent amount of time worked during the lunch period(s).

11.4 Compensation for Court Time

11.4.1 The provisions of this section apply to time when an employee is required to work for the sole purpose of appearing in court during his/her regularly scheduled off duty hours in a duty-related capacity. The provisions of this section are not applicable to employees who appear in court during regularly scheduled work hours or any hours immediately before or after regularly scheduled work hours where no break in time worked occurs.

11.4.2 An employee shall be credited with a minimum of three (3) hours worked for any time required to appear in court during regularly scheduled off duty time or the actual hours of the appearance, whichever is longer.

11.5 Bi-weekly Pay

Employees in the bargaining unit will continue to be paid every other week, in twenty-six (26) equal amounts.

11.6 Gain Sharing

The parties agree to participate in a Gain Sharing program. The program will have the objective of obtaining lower costs and greater efficiencies by providing an economic incentive for employees covered by this MOU that achieve specified improvement goals. The Investigator's Unit shall have the option to participate in a labor/management joint committee that is creating the specific objectives and available incentives of the program.

11.7 Drivers License

Any employee who occupies a position for which a driver's license is required and utilized and who loses his/her driving privileges through revocation or suspension by the Department of Motor Vehicles (DMV) may at the Department Head option be deemed disqualified for the position. Should the Department Head determine the employee be disqualified based on a temporary revocation or suspension, the employee will be allowed to utilize the due process afforded under the disciplinary procedure as a minor discipline. During the term of the temporary revocation or suspension, the Department Head may reassign the employee to a similar position at a rate of pay no more than ten (10) percent below their regular rate of pay. The reassignment should be for a period of two months or less and upon reinstatement of the license, the employee shall return to their regular job with no loss of classification seniority. Permanent loss of driving privileges may result in termination due to inability to meet the minimum qualifications of the position. Disqualification due to inability to meet the minimum qualifications of a position will not be addressed by disciplinary procedures.

11.8 Furloughs

11.8.1 The County reserves the right to temporarily furlough employees in case of financial hardship as determined by the Board. The total number of furlough days in any one fiscal year shall not exceed twelve (12) days.

For fiscal years 2010-2011 and 2011-2012, employees will be furloughed for sixty (60) hours each year. The sixty (60) hours of furlough will be equally divided over twenty-six (26) pay period in the fiscal year (2.3 hours per pay period).

11.8.2 Furloughs are not layoffs and will not be subject to layoff provisions of this MOU or County Code. To the extent possible, reduction in pay as a result of furloughs shall be spread over the remainder of the fiscal year to minimize the impact on any given pay period.

If, during the two (2) week period covering the Christmas and New Year's Day holidays, the District Attorney's Office elects to close the office, employees may use any accumulated time banked, except sick leave, to cover the closure time. If the District Attorney's Office does not adopt a furlough closure, employees in that department will be allowed to use the sixty (60) hour furlough in the same manner as vacation.

11.8.3 The parties agree that "furloughs" shall not be used as a means of employee discipline.

11.8.4 Except in any emergency, County shall notice employees at least fifteen (15) days in advance of the first furlough day.

The District Attorney's Office will be required to notify the Association/employees whether or not it is going to close during the two (2) week period covering the Christmas and New Year's Day holidays by not later than August 1 of each fiscal year.

11.8.5 Furlough days shall be considered time in paid status for the purposes of: accrual of benefits; eligibility for holidays, sick and vacation leaves; health and welfare benefits; service time toward merit increases, completion of probation, retirement, and seniority for

the purposes of layoff. Should a filing or response time be required of an employee or the County on the employee's furlough day, the time for such action shall be delayed until the first normal workday following the employee's furlough.

11.8.6 Furloughs will only be instituted in this unit if an equivalent measure is to be applied to all other employees in regular positions over which the County has control.

11.8.7 The county agrees to eliminate all work days for extra help/part time employees, or lay them off, prior to furlough of any regular employee in this bargaining unit.

11.9 Educational Incentive

11.9.1 Employees shall receive a two and one-half percent (2.5%) increment above base pay for holding a POST intermediate certificate or a two-year college degree from an accredited college or university.

11.9.2 Employees shall receive seven and one-half percent (7.5%) increment above base pay for holding a POST advanced certificate or a four year college degree from an accredited college or university.

11.9.3 The maximum increase in base pay under this provision shall be seven and one-half percent (7.5%) total.

11.10 Call Back

11.10.1 When an employee who is not on standby is called back to duty, the employee shall be compensated for a minimum of three (3) hours at time and one half (1 ½).

11.11 Special Assignment Pay

11.11.1 Employees formally assigned to Witness Protection, Rangemaster, and Defensive Tactics units shall be paid five percent (5%) above base salary during the term of such assignment with approval of the appointing authority. The maximum Special Assignment Pay under this Section is five percent (5%).

11.11.2 The parties agree that special assignment pay will apply to the one (1) employee assigned as the Canine Handler. Such compensation shall be in the amount of five percent (5%) of base salary and shall be provided to compensate the Canine Handler for the time needed to care for, feed, groom and exercise the County-owned dog in his/her care. The time needed to care for, feed, groom and exercise the County-owned dog is estimated at one (1) hour per day. No more than one (1) employee may be eligible for special assignment pay as a Canine Handler and such special assignment pay as a Canine Handler shall only apply so long as an employee is performing the duties of a Canine Handler.

11.12 Clothing Reimbursement

11.12.1 Upon recommendation of the supervisor and approval by the appointing authority, employees shall be eligible to receive reimbursement up to \$500 per fiscal year for department required clothing or clothing required by a unit member's assignment.

11.13 Military Pay

Employees with at least one (1) year of continuous County service or one (1) year of combined County service and active military service who are called to active duty in the U.S. Armed Forces, National Guard or Naval Militia, for other than training purposes, in order to respond to an international conflict, humanitarian aid, or peacekeeping need, shall be eligible to receive supplemental pay which equals the difference between the employee's military salary and their gross pay earned by the County at the time he/she is called to active duty for a period of an additional one hundred sixty (160) calendar days per fiscal year over and above the thirty (30) days per fiscal year required by California Military and Veteran's Code Section 395.01. Employees requesting supplemental pay under this section are required to submit a copy of their military pay stub which shows the amount of military salary.

11.14 Bilingual Pay

11.14.1 The County's bilingual pay program shall provide for two levels of interpretation skills, duties, and competence. Qualifications and certification to such positions shall be determined by Human Resources of the County. Positions for which bilingual skills are necessary shall be determined by the Appointing Authority.

11.14.1.1 Conversational: The level of providing oral and written interpretation between English and another recognized language. The compensation for this level shall be \$.43 per hour for all hours worked (regular or overtime).

11.14.1.2 Advanced: The advanced level of providing written interpretation to interpret technical documents and concepts with a client in addition to the skill and abilities required at the conversational level. The compensation for this level shall be \$.58 per hour for all hours worked (regular and overtime).

ARTICLE 12 RETIREMENT

12.1 PERS

The County will continue its participation in the California Public Employment Retirement System (CalPERS or PERS) during the term of this agreement.

12.2 Payment

12.2.1 Starting June 20, 2010 and continuing through the term of this agreement only, the County's contribution to the employee's share of the PERS retirement contribution will be

reduced from nine percent (9%) to three percent (3%) for the DA Investigators who are presently under safety retirement. Effective June 16, 2012 the County will pay the employee's nine percent (9%) PERS contribution.

12.2.2 In exchange for the above, employees will receive five percent (5%) or each workweek in Personal Time Off (PTO). Full time employees will accrue four (4) hours of PTO per eighty (80) hour pay period, or thirteen (13) days per year.

All PTO must be used by the end of the fiscal year in each of the two (2) affected years, does not carry forward, and is forfeited if not used. Employees whose vacation balance is below two hundred and forty (240) hours will be eligible for an additional two and five tenths percent (2.5%) of each work week in PTO with these same provisions.

12.3 Benefit Levels

12.3.1 Employees shall have their retirement computed on the single highest years' salary.

12.3.2 During the term of this agreement, the County shall continue to report the value of employer paid member contributions as compensation for purposes of calculating CalPERS benefits for all persons employed in classifications within the investigator's Unit.

ARTICLE 13 LEAVES

13.1 Regular Holidays

13.1.1 All full-time bargaining unit employees shall be entitled to the following paid holidays:

- 13.1.1.1 July 4th - Independence Day
- 13.1.1.2 Labor Day
- 13.1.1.3 Veterans Day
- 13.1.1.4 Thanksgiving Day
- 13.1.1.5 Day after Thanksgiving
- 13.1.1.6 Christmas Eve or New Year's Eve four (4) hours to be taken at the end of the workshift; County offices shall remain open for business on both days.
- 13.1.1.7 Christmas Day
- 13.1.1.8 New Year's Day
- 13.1.1.9 Martin Luther King, Jr. Birthday
- 13.1.1.10 Presidents' Day
- 13.1.1.11 Memorial Day
- 13.1.1.12 All other days appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving or holiday and approved by the Yolo County Board of Supervisors.

13.1.2 When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday, or

the Monday following a Sunday holiday, shall be deemed a holiday in lieu of the day observed. When observance of Christmas Day or New Year's Day falls on a Friday, the four (4) hour holiday specified in Section 13.1.6 above shall be observed on the preceding Thursday.

13.2 Floating Holidays

13.2.1 Employees shall be credited with thirty-two (32) hours of floating holiday time on July 1 of each year.

13.2.2 A floating holiday shall be taken during the fiscal year and shall not accrue from one fiscal year to the next. Upon termination, any accrued but unused floating holiday time shall be paid at a straight-time rate. However, any employee who terminates with less than one year of service in a regular position shall be paid off for floating holiday time in proportion to the number of pay periods employed during the fiscal year. The County may recoup the value of used floating holiday time in excess of the proportion of pay periods employed for employees who terminate with less than one year of service in a regular position.

13.3 Vacation

13.3.1 All regular full-time employees shall be entitled to a paid vacation of forty (40) hours after thirteen (13) consecutive bi-weekly periods of employment. Thereafter, each employee shall accrue vacation time according to the schedule set forth in Section 13.3.5.1 of this Article.

13.3.2 Vacation time accrual shall be based on a forty (40) hour work week. All hours worked in excess of forty (40) hours in a week shall be excluded for vacation accrual purposes.

13.3.3 Regular part-time employees shall accrue vacation in direct proportion as such part-time work bears to full-time work; provided, however, a part-time employee who works less than twenty (20) hours per bi-weekly pay period shall be not eligible for vacation.

13.3.4 Absence without pay during an employee's first thirteen (13) bi-weekly periods of employment shall cause his/her eligibility date for vacation time to be postponed the number of days equal to the number of days of such absence. Such absences shall be cumulative, and the postponement of eligibility shall be based on work days.

13.3.5 After the completion of thirteen (13) bi-weekly periods of employment, an employee who is absent without pay in any pay period shall earn vacation on the basis of the time in paid status during the pay period.

13.3.5.1 Schedule

Regular full-time employees shall accrue vacation time in accordance with the following schedule:

	Accrual (in hours):		
	Regular		
	<u>Pay Period</u>	<u>Hours Paid</u>	<u>Max/Year</u>
After 13 biweekly periods	3.076	.0385	80
After 5 years	4.615	.0577	120
After 10 years	5.384	.0692	140
After 15 years	6.153	.0731	160
After 20 years	7.077	.0769	184

Credit for years of service for the above accrual rate shall include verified service in a State, local or county public agency as a safety member. Verification shall be in writing from the agency to the County of Yolo.

13.3.6 Vacation Credit

Vacation time shall be credited as of the end of each bi-weekly pay period.

13.3.7 Accumulation

- 13.3.7.1 All regular employees shall be permitted to accumulate the unused portion of vacation time to their credit; provided, however, they shall not be permitted to accumulate credit for any vacation time in excess of three hundred and eighty (380) hours.
- 13.3.7.2 For the purposes of this section only, a break in employment shall mean a break in excess of three (3) normal working days in the continuity of time such an employee is authorized to be employed by the County.
- 13.3.7.3 Payroll
Upon the termination of employment, and after thirteen (13) pay periods of employment, an employee shall be entitled to a lump sum payment for any unused or accrued vacation time as of the date of termination.

13.3.8 Scheduling

- 13.3.8.1 Vacation leave shall be taken upon the approval of the department head.
- 13.3.8.2 When an employee has submitted a written request for vacation at least thirty (30) days in advance of the date requested, such request shall not be unreasonably denied and, if approved, shall only be rescinded to meet unanticipated departmental needs of an immediate nature.
- 13.3.8.3 Employees who have accrued two hundred-forty (240) hours of earned vacation time at the beginning of the fiscal year shall schedule and take off at least eighty (80) hours of vacation time during such fiscal year.

13.4 Sick Leave

13.4.1 Accrual

- 13.4.1.1 All regular permanent employees shall accrue .0461 hours of sick leave with pay, to a maximum of 96 hours per year, for each regular hour paid.
- 13.4.1.2 An employee who is absent without pay during a pay period shall accrue sick leave with pay in proportion to the number of hours he/she was in paid status during such pay period.
- 13.4.1.3 Sick leave shall be credited as of the end of each bi-weekly pay period.
- 13.4.1.4 All unused sick leave may be carried forward to each ensuing year.

13.4.2 Approval

- 13.4.2.1 Upon the employee's return to work after an absence qualifying for sick leave, the employee must complete and sign an absence request form and have it approved by his/her department head.
- 13.4.2.2 All employees shall submit evidence in the form of a physician's certificate if such absence exceeds three (3) consecutive shifts.
- 13.4.2.3 The County and the bargaining unit, recognizing a potential for abuse of sick leave, agree that the County may employ reasonable means to determine the validity of any sick leave use, including requesting a physician's certificate for absences of less than three (3) days where the county has a valid reason to do so. The parties agree that such means shall not be used to discourage the appropriate use of sick leave.

13.4.3 Authorized Uses.

Sick leave may be authorized for:

- 13.4.3.1 An absence necessitated by employee's personal illness or injury.
- 13.4.3.2 An absence in the event that the employee must provide care for his/her spouse/domestic partner, child, or other member of his/her household, and mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, or granddaughter who may not live in the household
- 13.4.3.3 Sick leave to care for an immediate family member shall be authorized for three (3) consecutive work days or less and may be taken without requirement to provide a physician's certification of the need to care for or attend to the family member.
- 13.4.3.4 The County may employ reasonable means to determine the validity of any sick leave used to care for an immediate family member.
- 13.4.3.5 Medical and dental office appointments provided the employee notifies the department head or his/her designee three (3) days in advance of the appointment, with the exception of emergencies, or as soon as possible when the appointment has been set within the three (3) days. Such appointments

shall be scheduled to reduce to a minimum the employee's time away from work.

13.4.4 Sick Leave Not Authorized

Sick leave shall not be authorized when any of the following conditions exist:

- 13.4.4.1 Disability arising from willful misconduct;
- 13.4.4.2 Sickness or disability sustained while on leave of absence without pay
- 13.4.4.3 Inability to work because of illness due to intemperance or substance abuse.

13.4.5 Illness During Vacation Leave

Illness while on paid vacation may be charged to sick leave instead of vacation under the following conditions:

- 13.4.5.1 The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would have prevented the employee from performing his/her normal duties had he/she been at work.
- 13.4.5.2 The employee must notify his/her supervisor prior to his/her scheduled return to work, if circumstances allow it, in order to request that his/her vacation time be converted to sick leave and shall provide evidence in the form of a physician's certificate.
- 13.4.5.3 At the discretion of the appointing authority, an employee may be allowed to work back a sick leave absence of less than four (4) hours within the same workweek so long as such hours do not result in overtime.

13.4.6 Accumulated Sick Leave

- 13.4.6.1 Except as otherwise provided in this section, each employee shall be paid one-half (1/2) of the value of his/her accumulated sick leave in excess of two hundred (200) hours upon his/her retirement or death, based upon his/her salary at the time of termination.
- 13.4.6.2 In lieu of receiving such payment, the affected employee may elect to have his/her accumulated sick leave credited toward retirement to the extent allowed by the County's agreement with the applicable retirement system or carrier, provided such election is submitted in writing to the Director of Human Resources before such payment for accumulated sick leave is made.

13.5 Bereavement

- 13.5.1 Bereavement leave because of the death of a member of the employee's family (spouse/domestic partner, child, father, mother, stepfather, stepmother, brother, sister, stepchild, guardian or ward) shall be granted by the appointing authority for a maximum of six (6) days per incident. Three (3) days of bereavement leave shall be County paid and an additional three (3) days shall be charged to accrued sick leave.

13.5.2 Up to five (5) days per incident shall be allowed because of the death of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, aunt, uncle, cousin which shall be charged to accrued sick leave.

13.5.3 Bereavement leave in the case of other persons shall be granted only upon the approval of the Director of Human Resources and shall be charged to accrued sick leave.

13.5.4 The appointing authority may authorize additional sick leave with the approval of the Director of Human Resources not to exceed a total of five (5) days based on extenuating circumstances.

13.5.5 Bereavement leave shall be accounted for separately from sick leave on an employee's annual performance evaluation.

13.6 Exhaustion of Available Leaves

At the conclusion of all available leaves of absence, paid or unpaid, if the employee is not medically able to assume the duties of their position, the person shall, if not placed in another position due to an accommodation of their permanent disability, be placed on a reemployment list for a period of six (6) months. When available, during the six (6) month period, and if medically released to assume their full duties, the person shall be employed in a vacant position in the classification of their previous assignment. In the event the employee was in a single classification position, they shall be employed in a classification which is similar in scope and responsibility and for which they meet the minimum qualifications. This employment will be over all available candidates except for a reemployment list established because of layoff, in which case the person shall be listed in accordance with appropriate seniority following layoff procedures. At the conclusion of the six (6) month period, if they are unable to resume their duties, the employment relationship is severed.

ARTICLE 14 HEALTH AND WELFARE

14.1 Medical

For the term of this agreement the County will pay two hundred and twenty dollars (\$220) toward the health, insurance premiums of employees and enrolled dependents in any category of approved plans.

14.2 Other Benefits

14.2.1 For the term of this agreement the County will provide additional funds to employees not covered under section 14.4 below (in lieu) for the purchase of additional benefits from the county's cafeteria plan including dental, vision, life, and disability.

14.2.2 The County contribution to the combined health and other benefits package for each employee shall be limited to an amount equal to ninety percent (90%) per category of the least expensive available health insurance, dental insurance plan and vision care plan through the term of this agreement. This maximum shall be applied to all plans.

14.2.3 Part-time employees employed after July 1, 1989, assigned to twenty (20) hours or more per week shall be eligible for a pro-rated share of the County contribution.

- 14.3 Employees shall become eligible for dental and vision coverage on the first day of the month following their date of hire.
- 14.4 Employees who do not take the County-sponsored health insurance because they are adequately covered by other insurance, will receive in cash two hundred dollars (\$200) per month in lieu of health premiums. The County shall pay the County's matching contribution to OASDI and Medicare.
- 14.5 The Association shall designate a representative to serve on the County's Benefits Advisory Committee and any other joint labor-management committee which is formed for the purpose of reviewing and/or making recommendations on changes or additions to County benefits including enhanced dental, vision, deferred compensation, retiree medical trusts and other employee benefits.
- 14.6 The County shall continue to pay an amount of the health insurance premium for a health plan for retirees.

ARTICLE 15 NO STRIKE/LOCKOUT

- 15.1 No lockout of employees shall be instituted by the County during the term of this agreement. The Association agrees that, during the term of this agreement, it will not engage in any strike, work stoppage or other concerted activity tending to disrupt County services. During the term of this agreement, County will not coerce or otherwise instigate any concerted action by the Association or individual employees.

ARTICLE 16 EVALUATIONS

- 16.1 Employees shall be evaluated in accordance with Yolo County Code Section 2-6.32 and administrative rules and regulations adopted by the County and regulations of the department. Annual evaluations are expected to be completed not less than thirty (30) days nor more than forty-five (45) days prior to the employee's anniversary date. Should an employee's anniversary date be overlooked or an evaluation be late and, upon the discovery of the error, the employee be recommended for the merit increase the County Auditor-Controller's Officer, on the following

month's payroll shall compensate the employee for the additional salary the employee would have received, dating from his/her anniversary date.

- 16.2 Evaluations shall include narrative remarks to support the overall rating.
- 16.3 Employees who receive ratings of overall less than satisfactory shall have included with their evaluations:
 - 16.3.1 Clear and accurate statement of the problem, to include specific areas and evidence of prior counseling;
 - 16.3.2 Suggested remedial action;
 - 16.3.3 Suggested time frame for improvement. Evaluations that recommend terminations or rejection from probation, need not include items 16.3.1 and 16.3.2 above.
- 16.4 Employees may respond in writing to a performance evaluation and have such response attached to that evaluation.
- 16.5 If an employee feels that a performance evaluation is inaccurate, the employee may rebut in writing within ten (10) working days of receipt of the final evaluation. The employee may at the same time, submit a formal appeal of the evaluation to the department head, raising specific issues of disagreement. The department head shall hold a meeting with the employee, who may have a representative present. The evaluator who completed the evaluation may be present. Following the meeting, the department head shall render a written decision on the appeal, addressing the specific issues the employee raises, within ten (10) working days of the meeting on the appeal. If not satisfied with the response, the employee may prepare a formal rebuttal which shall be attached, with the response, to the evaluation in the personnel file.
- 16.6 An evaluation may only be appealed to the department head for review if the employee receives an overall rating of less than satisfactory. The evaluation may be modified by or at the discretion of the department head only if s/he determines that it is unsupported by factual data and/or is arbitrary or capricious.
- 16.7 Outstanding performance shall be recognized as well as less than satisfactory performance.
- 16.8 It is understood and agreed that this is the sole and exclusive procedure for appeal of evaluations.

ARTICLE 17 PERSONNEL FILES

- 17.1 The contents of an employee's personnel file except for documents such as reference letters and background shall be made available to the employee for inspection and review at any reasonable time during the regular business hours of the County.

- 17.2 No employee shall have any comments adverse to his/her interest entered in his/her personnel records, without the employee having first read and having been given the opportunity to sign. Should an employee refuse to sign, that fact shall be noted on the document. Within thirty (30) days of any adverse material being entered into his/her file, the employee shall have a right to attach a written response.
- 17.3 Should an employee wish to have the Association or a representative review his/her personnel records in the employee's absence, s/he will provide the Association or representative with a signed letter indicating the employee's consent to have his/her records reviewed. This letter of authorization shall be presented to the employee's appointing authority or his/her designated representative prior to reviewing said employee's records.
- 17.4 The employee's personnel file is and remains the property of the County. In addition to the official personnel file, each appointing authority may keep a site file for each employee in the bargaining unit covered by this Memorandum of Understanding. A letter of reprimand may be withdrawn from an employee's official personnel file after three (3) years from the date of issuance by making a written request to the Department Head or Director of Human Resources. Approval of removal will be based upon improved performance. Internal Affairs files and records of employee's discipline will be purged after five years in accordance with department policy.

ARTICLE 18 TRAINING

- 18.1 The County recognizes the value of continued training in attaining the goals of professionalism and reduced liability in the County and will make every effort to provide training to employees in the bargaining unit within the budgetary constraints of the County.

ARTICLE 19 SAFETY

- 19.1 CPR mouthpieces are to be provided for each member of the bargaining unit.
- 19.2 Every member of this unit shall be provided adequate safety equipment as deemed necessary by the County or as required by State or Federal regulations.
- 19.3 County provided safety equipment shall include, but is not limited to:
- 19.3.1 Firearm
 - 19.3.2 Holster
 - 19.3.3 Handcuffs
 - 19.3.4 Portable police radio
 - 19.3.5 Ballistic protection vest

- 19.3.6 Cover identification jacket
- 19.3.7 Flashlight
- 19.3.8 Chemical agent
- 19.3.9 Baton

19.4 During the term of this Agreement, the Department shall develop, after consultation with the Association, the terms and conditions under which department provided safety equipment shall be carried and/or worn.

ARTICLE 20 EMPLOYEE RIGHTS

20.1 Seniority

20.1.1 For the purposes of this agreement, seniority shall be defined as continuous County service calculated from the most recent date of hire into a regular position.

20.1.2 Seniority among equally qualified employees shall be considered in the bidding for transfers and assignments.

20.1.3 Time off, including vacation and other paid time off, shall be based on the date of request with seniority used to break ties.

ARTICLE 21 LAYOFF AND REHIRE

21.1 General Provisions

When for reasons of lack of funds, lack of work, or operational reasons the County has determined a layoff is necessary, the County shall give notice thereof to the Association. Thereafter, persons to be laid off shall be determined in accordance with the rules set forth in this Article. Notice and an opportunity for hearing shall be given as set forth in this Article. County Human Resources shall make an effort to transfer a regular employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify, or for which such employee may be retrained within a reasonable time period.

21.2 Order of Layoff

Layoffs shall be made by classification within a department. Within each affected classification in a department, appointments of all extra help employees shall be terminated before those of provisional employees; all appointments of provisional employees or temporary employees shall be terminated before those of any limited term employees; all appointments of limited term employees shall be terminated before those of any probationary employees. All appointments of probationary employees shall be

terminated before any permanent employees are laid off. Part-time employees shall be laid off before full time employees. Such employees shall be dismissed in the inverse order of seniority when such termination is in preparation for layoff.

21.3 Seniority

21.3.1 The seniority date of an employee for purposes of layoff and rehire shall be based upon the date of appointment to the employee's present classification followed by the date of hire in the County.

21.3.2 For purpose of layoff, time in classification shall be the determining factor. Persons in a higher classification may bump to the next lower classification within the same class series and department as allowed by Section 21.4. Time in classification in a higher classification will be computed as time in any lower classification bumped into for purposes of layoff from the lower classification.

21.3.3 A break in employment shall result in the acquisition of a new date of hire. Any employee laid off after acquiring permanent status shall, after reinstatement, regain the seniority credit possessed at the time of layoff. Periods of approved absences shall be credited as continuous County employment.

21.3.4 If the seniority of two (2) or more persons in the affected classification within a department in the same category is identical, date of hire within the classification shall be determinative. If the seniority of two (2) or more persons in the affected classification within a department, in the same category and date of hire within the classification is identical, date of hire in the department shall be determinative. If all of the above are equal, the order of layoff shall be broken by lot.

21.4 Bumping

21.4.1 Any employee designated to be laid off may bump into any lower classification in his/her current series within the same department. If he/she has previously held permanent status in another County classification(s) he/she may bump back (in sequence of most recently held) to his/her former classification(s) and employing department(s), provided that such classification(s) has not been abolished.

21.4.2 Within this Association, an employee may exercise the bumping rights provided in section 21.4.1, if:

- 21.4.2.1 he/she has more classification seniority as defined in Section 21.3 above, than the employee to be displaced;
- 21.4.2.2 he/she is willing to accept the reduced compensation level;
- 21.4.2.3 he/she meets the minimum qualifications for the lower class; and
- 21.4.2.4 he/she requests displacement action in writing to County Human Resources within five (5) days after receipt of the notification of layoff.

21.4.3 Notwithstanding the above, part-time employees shall only have the right to bump full-time employees when they assume a full-time position.

21.4.4 If an employee is bumped, he/she shall be laid off in the same manner as an employee whose position has been abolished.

21.4.5 Employees bumping into a classification represented in a different bargaining unit, shall become subject to the applicable provisions of the Memorandum of Understanding governing that bargaining unit with regards to seniority and bumping. If no Memorandum of Understanding is in force, the Personnel Merit System of the County Code shall govern.

21.4.6 For those members who receive notice that they will be laid off and who have exercised their right to bump into a lower classification, should the County implement furloughs or any other cost savings concessions, the County will work with individual employees in determining if the concessions can be minimized.

21.5 Notice of Layoff

21.5.1 The employee shall be given written notice of layoff by the County at least twenty-one (21) calendar days in advance of the effective date of such layoff. The notice of layoff shall include the following information: reason for layoffs, effective date of layoff, a copy of this Article, and forms to request hearing and to assert bumping rights.

21.5.2 An employee who has been notified of his/her impending layoff and who possesses no, or has waived his/her, bumping rights may be granted up to forty (40) hours release time without a loss of pay or benefits, by prior agreement with his/her supervisor, to obtain other employment. Management will not unreasonably withhold permission to utilize this time. In addition, employees may use accrued vacation or compensatory time for this purpose once notice is given. This release time shall not be available until expiration of the initial five (5) day appeal period after written layoff notice is given to the employee.

21.6 Health Insurance

An employee who has been laid off from County service may elect to continue health insurance coverage according to the provisions of law and procedures established by the County.

21.7 Reemployment Lists

21.7.1 A Reemployment List is particular to a classification. Any vacancy occurring in the class from which employees have been laid off shall be offered first to qualified and available employees on the Reemployment List for that class in order of seniority. An eligible employee may have his/her name placed on a Reemployment List for a period of thirty-six (36) months, in the following ways:

- 21.7.1.1 A regular employee who is laid off and/or reduced in class or displaced shall be automatically placed on the Reemployment List for his/her class at the time of layoff in order of County-wide seniority.
 - 21.7.1.2 A regular employee who has been laid off may request that his/her name be placed on the Reemployment List for a lower class in his/her current series.
 - 21.7.1.3 A regular employee who has been laid off may request that his/her name be placed on the Reemployment List for a different classification he/she held in a permanent status prior to layoff.
- 21.7.2 Status on the Reemployment List can be lost under the following circumstances:
- 21.7.2.1 If the person indicates unavailability or if attempts to reach the individual (including by certified mail) are unsuccessful; however, restoration to the Reemployment List may occur if the person indicates availability in writing within the original eligibility period.
 - 21.7.2.2 If the person declines three (3) job offers to a position equivalent to prior status held at layoff from the Reemployment List, the person's name may be removed from that list.
 - 21.7.2.3 A person may accept offers of extra-help, provisional and limited term status and remain on the Reemployment List.
- 21.7.3 When a person is reemployed from a Reemployment List the employee shall be entitled to accrue sick leave and vacation at the same rate at which it was accrued prior to layoff. His/her status in relation to probationary period, merit salary increases, and seniority shall be the same as at the time of layoff. Any unused sick leave accrual shall be reinstated.
- 21.7.4 An individual on a Reemployment List may accept an extra-help appointment or position and not lose his/her Reemployment List status.
- 21.8 Hearing
- 21.8.1 A permanent employee who receives a notice of layoff shall be entitled to request a hearing by the County Administrative Officer (or his/her designee) prior to the effective date of the layoff. A hearing will be granted if the employee alleges specific facts on his/her appeal form which, if true, would cause such appeal to be granted. Such a request shall be made within five (5) days of service of the notice of layoff. Failure to make such request shall waive the right to hearing. At said hearing, the employee may challenge only the determination of seniority, bumping rights, and material compliance with this procedure. The employee shall have the right to be represented by a representative of his/her choosing, to present evidence, and to cross examine any witnesses. Following the hearing, the County Administrative Officer (or his/her designee) shall issue an order affirming or revoking the layoff of the employee. Unless the order is to revoke the layoff, the employee shall be laid off on the date set forth in the notice.
 - 21.8.2 If, after request, the hearing is not held prior to the effective date of layoff as set forth in the notice of layoff, the effective date of the layoff shall be deemed to have been

extended until after the hearing and the issuance of the order by the County Administrative Officer.

21.8.3 Filing of an appeal to the County Administrative Officer shall not relieve the employee of the obligation to assert his/her bumping rights within the time limits as contained under Section 21.4.2.4.

21.9 Personnel Lists

At the time notices of layoff are sent to employees, County Human Resources shall post in the Human Resources Office a list of all County employees in the departments affected, arranged by classification and seniority date. Such a list for the affected department shall also be posted in the department. Employees shall be entitled to obtain, on request, a similar list for positions they previously held in other departments of the County, but such list may contain only the names and seniority dates of employees in that classification in that department.

**ARTICLE 22
TERM**

- 22.1 The term of this Memorandum of Understanding shall commence on November 1, 2010 and extend through and including October 31, 2012 and thereafter until either a successor agreement or impasse is reached.
- 22.2 Unless otherwise specified, all changes resulting from the adoption of this agreement shall become effective the first day of the pay period following Board approval.
- 22.3 The County agrees to provide the Association with two (2) copies of this Agreement at no cost to the Association.

**ARTICLE 23
OTHER MATTERS**

- 23.1 Other than previously agreed upon Side Letters, the parties agree that no agreement was reached on other matters discussed and the County is not obligated to make any changes regarding such matters.
- 23.2 During the term of this agreement, a joint labor/management committee shall be established and shall commence meeting on a quarterly basis to discuss the distribution of overtime, training and callbacks, and any other issues relating to the contract.
- 23.3 The County and Association will each appoint two representatives to work together on a Total Compensation Salary and Benefit Survey by May 15, 2012. This team will develop the survey tool and methodology and deliver the results to the Association for their use in bargaining by

September 15, 2012. If the team is unable to agree on any item, they will notify the Director of Human Resources and the YCIA President.

**ARTICLE 24
SEVERABILITY**

- 24.1 If any provision of this Agreement is held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of such provision should be restrained by any such tribunal, the remainder of this Agreement shall not be affected thereby.

**ARTICLE 25
INTEGRATION**

- 25.1 It is agreed that the terms and conditions of this Memorandum of Understanding shall constitute the whole agreement between the parties thereto, and that the terms and conditions of the Memorandum of Understanding shall supersede all earlier proposals, conversations or oral or written agreements constituting any portion of the meet and confer process or other discussions leading up to the Memorandum of Understanding.

**ARTICLE 26
WAIVER**

- 26.1 Except as provided herein, or as to other matters mutually agreed upon, County shall not be required to meet and confer with respect to any subject matter or matters pertaining to or covered by this agreement or other matters within the scope of representation for the term of this agreement; provided, however, if any portion of this agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, County is authorized to take immediate action to achieve compliance with law, and the County shall provide Association with an opportunity to meet and confer with respect to further action to accommodate the agreements contained herein to law.

26.2 Changes During Term

26.2.1 Notice: Except in cases of emergency as hereinafter provided, the Association shall be afforded reasonable written notice by the County and shall be given the right to meet and confer on request regarding the establishment or modification by the County of any ordinance, resolution, rule, regulation, or other subject or matter within the scope of representation. Subsequent to such meeting and conferring on actions proposed by the County, the County reserves the right to make management decisions the County deems necessary.

26.2.2 Emergency: In cases of emergency wherein the County determines that such a subject or matter must be modified or adopted immediately without opportunity to provide notice to the Association prior to action being taken, the County shall provide such notice and an

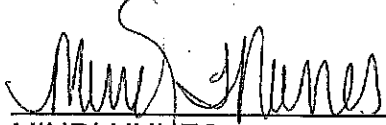
opportunity to meet at the earliest practicable time following such modification or adoption.

**ARTICLE 26
BOARD ACTION**

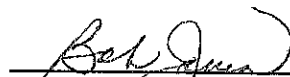
26.1 The Board of Supervisors may amend its written policy and take such other action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this Memorandum of Understanding. The provisions of this agreement, except as provided herein, shall supersede County ordinances and resolutions currently in effect, for the term of this agreement, to the extent only that they are inconsistent with the provisions of this agreement.

COUNTY OF YOLO


INVESTIGATOR'S ASSOCIATION




MINDI NUNES
CHIEF SPOKESPERSON
DIRECTOR OF HUMAN RESOURCES




BOB JARVIS
CHIEF SPOKESPERSON
MASTAGNI, HOLSTEDT, AMICK, MILLER, &
JOHNSEN



VAL MANNING
PRINCIPAL PERSONNEL ANALYST



STEVE CONNOR
DISTRICT ATTORNEY LIEUTENANT



RAY ANTAR
DISTRICT ATTORNEY INVESTIGATOR II

Approved by final determination of the Board of Supervisors of the County of Yolo this 14th day of September, 2010.

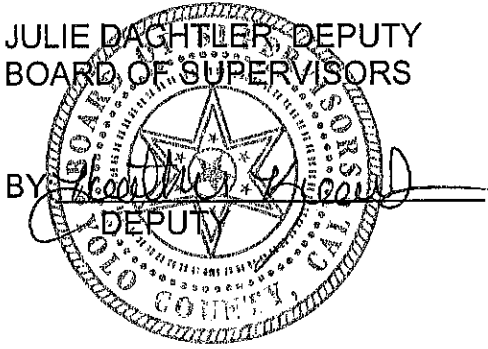
COUNTY OF YOLO, a political subdivision of the State of California.

BY: 

CHAIR OF THE BOARD OF SUPERVISORS

COUNTY OF YOLO, STATE OF CALIFORNIA

JULIE DAGHTLER, DEPUTY
BOARD OF SUPERVISORS



BY:

APPROVED AS TO FORM:

ROBYN DRIVON
COUNTY COUNSEL

BY:



ASSISTANT COUNTY COUNSEL

APPENDIX A

Listed herein are all Yolo County job classifications represented by the Yolo County Investigator's Association.

DA Investigator I
DA Investigator I – 2.5%
DA Investigator I – 7.5%
DA Investigator II
DA Investigator II – 2.5%
DA Investigator II – 7.5%

