

**FILED**

JAN 12 2017

BY  CLERK OF THE BOARD  
DEPUTY

AGREEMENT NO. 13-97

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF YOLO  
AND  
THE YOLO COUNTY ATTORNEYS ASSOCIATION

The following changes are to be made in the Memorandum of Understanding for the Attorneys Unit (Agreement No. 01-395). The term of this Agreement shall be for three years, commencing July 1, 2016 and extending until June 30, 2019, and thereafter on a month-to-month basis while negotiations for a successor agreement ensue.

1. Scope of Agreement

- 1.1 This Memorandum of Understanding constitutes the entire agreement between the parties and concludes meeting and conferring on any subject, except as provided herein, or as otherwise mutually agreed upon, whether included in this Memorandum of Understanding or not.
- 1.2 It is agreed that the terms and conditions of the Memorandum of Understanding itself shall constitute the whole of the agreement between the parties thereto, and that the terms and conditions of this 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 discussion leading up to the Memorandum of Understanding.
- 1.3 The Board of Supervisors shall 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 Memorandum of Understanding, except as provided herein, shall supersede County ordinances and resolutions currently in effect, for the term of this Memorandum of Understanding, to the extent that they are inconsistent with the provisions of this Memorandum of Understanding.
- 1.4 Any agreement, alteration, understanding, waiver or mediation of any of the terms or provisions contained in this Memorandum shall not be binding on the parties unless made and signed by all of the parties to this Memorandum, and approved and implemented by the Board of Supervisors.
- 1.5 The waiver of any breach, term or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of any or all of its terms and provisions.

2. Health and Welfare Benefits

- 2.1 Health Insurance For the term of this agreement the County shall pay \$400 toward the health insurance premiums of employees and enrolled dependents in any category of approved plans.

2.2 Other Benefits

The County shall contribute an additional amount which when combined with the Health Insurance contribution above equals an amount equal to 90% of the lowest cost plans for health, dental and vision coverage at the family premium rates starting with the first full pay period in December. This contribution (the amount reflected in section 2.1 plus the additional amount referred to above) may be used to purchase additional benefit coverage which may include health, dental, vision, long-term disability, retiree medical trust and other voluntary benefits offered by the County. Premiums for all benefits shall be deducted from the combined annual contribution and the remainder shall be paid to the employee as taxable earnings.

For the term of this agreement the combined County contribution shall not be less than \$20,454 annually nor less than the amount received by the Yolo County Management Association.

- 2.3 Contributions for part-time employees shall be pro-rated for employees working 50% or more. Any full-time employee who voluntarily reduces to less than full-time status shall have contributions appropriately pro-rated.
- 2.4 Pursuant to the recommendations of the Health Insurance Advisory Committee, the County shall create a savings mechanism (i.e. retiree medical trust) for the purposes of providing supplemental funding of retiree health benefits. If the County has not instituted a retiree medical funding mechanism for employees by December of 2008, the County agrees to permit the Association to join a retiree medical trust of its own choosing and the County shall forward contributions to the trust.
- 2.5 Dental and Vision Coverage. Beginning the first day of the month following the date of hire, participation in County-sponsored dental and vision plans shall be mandatory for all employees (family coverage) regardless of their enrollment status in a medical plan.
- 2.6 Employees in new positions designated as "attorney" during the year by the Board of Supervisors shall receive a prorated share of contribution on a monthly basis from the first day of the month in which the Board action is effective.
- 2.7 If an employee is placed on leave-of-absence-without-pay status for a full pay period, the Attorney Benefit Package shall be prorated for the year.
- 2.8 Effective the first of the month following ratification of this Agreement by the Board of Supervisors, the County shall provide a \$50,000 life insurance policy for all represented classifications.

3. Leave Benefits

3.1 Sick Leave

3.1.1 Accrual

- 3.1.1.1 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.
- 3.1.1.2 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.
- 3.1.1.3 Sick leave shall be credited as of the end of each bi-weekly pay period.
- 3.1.1.4 All unused sick leave may be carried forward into each ensuing year.

3.1.2 Approval

- 3.1.2.1 Upon the employee's return to work after an absence qualifying for sick leave, the employee must complete and submit an absence request form and have it approved by his/her department head.
- 3.1.2.2 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 sick leave absences. The parties agree that such means shall not be used to discourage the appropriate use of sick leave.

3.1.3 Authorized Uses.

Sick leave shall be authorized for:

- 3.1.3.1 An absence necessitated by employee's personal illness or injury.
- 3.1.3.2 An absence necessitated by the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's 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.
- 3.1.3.3 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.

3.1.4 Sick Leave Not Authorized.

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

- 3.1.4.1 Disability arising from willful misconduct on the job;
- 3.1.4.2 Sickness or disability sustained while on leave of absence without pay; or

3.1.4.3 Inability to work because of illness due to intemperance or substance abuse

3.1.5 Illness During Vacation Leave

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

3.1.5.1 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.

3.1.5.2 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.

3.1.6 Accumulated Sick Leave

3.1.6.1 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 200 hours upon his/her retirement, layoff, or death, based upon his/her salary at the time of termination.

3.1.6.2 In lieu of receiving such payment, the affected employee shall be entitled to elect to have his/her accumulated sick leave credited toward retirement in accordance with Section 20862.8 of the Government Code of the State, 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.

3.1.6.3 Section 3.1.7.1 is available to employees hired before January 1, 2017. Employees hired after December 31, 2016 will only be eligible for the sick leave retirement credit afforded by Government Code 20862.8.

3.2 Bereavement Leave

3.2.1 Bereavement leave because of the death of an employee's mother, father, brother, sister, spouse/domestic partner or child shall be granted by the appointing authority for a maximum of three (3) days per incident. An additional three (3) days may be granted for a total of six (6) days, which shall be charged to accrued sick leave. Up to three (3) 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 or ward which shall be charged to accrued sick leave.

3.2.2 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.

3.2.3 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.

3.3 Exhaustion of Available Leaves

At the conclusion of all available leaves of absence, including worker's compensation leave, whether 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 shall 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-month period, if they are unable to resume their duties, the employment relationship is severed.

3.4 Vacation

3.4.1 Accrual

At the end of 13 bi-weekly pay periods, employees shall be granted forty (40) hours vacation or, if part-time, a pro-rated share thereof. Accrual (in hours) per:

	Pay Period Max/Yr	Reg Hours Paid	
After 13 biweekly periods	3.077	.0385	80
After 3 years	4.616	.0577	120
After 11 years	4.928	.0615	128
After 12 years	5.232	.0654	136
After 13 years	5.536	.0692	144
After 14 years	5.848	.0731	152
After 15 years	6.152	.0769	160
After 16 years	6.472	.0809	168
After 17 years	6.769	.0846	176
After 18 years	7.076	.0885	184
After 20 years	7.385	.0923	192
After 25 years	7.692	.0962	200

3.4.2 Accumulated Vacation - The maximum vacation accumulation limit shall be three hundred twenty (320) hours. Attorneys who have accumulated or are approaching three hundred twenty (320) hours of vacation time shall be

notified that they must take vacation time or risk losing it. If an attorney then reasonably requests vacation time but the supervisor validly denies the request, the attorney shall continue to accumulate vacation time without loss for an additional 90 days.

3.4.3 Vacation Buy Back – Any Attorney employee accruing vacation at the rate of 15 working days or more per year shall be entitled to receive an equivalent cash payment for eighty (80) hours per fiscal year.

3.4.4 Section 3.4.3 above shall be suspended during fiscal years in which a furlough has been adopted by the Board of Supervisors. During fiscal years in which a furlough has been adopted, the vacation accrual limit for members of this unit shall be temporarily increased by the number of hours of the furlough and shall remain at that level until such time that the County Administrative Officer or Board of Supervisors authorizes the termination of the temporary limit.

### 3.4 Holidays

3.4.1 Attorneys shall receive the same holidays and floating holidays as shown in Yolo County Code 2-6.34 as of the date of this contract. In addition, unit members shall be entitled to a four (4) hour holiday to be taken at the end of the workshift on either Christmas Eve or New Year's Eve. County offices shall remain open for business on both days.

3.4.2 Floating Holidays – Thirty-two (32) hours per fiscal year shall be deemed floating holiday time which may be taken off during the fiscal year upon the prior approval of appointing authority. Employees hired after July 1 shall receive a pro-rated amount based on the pay periods remaining in the fiscal year. Floating holidays may be taken off in hourly increments and need not be taken off in a set block of time.

3.4.2.1 A floating holiday shall be taken during the fiscal year and shall not accrue. Upon termination, any accrued, but unused floating holiday time shall be paid at a straight time rate. However, any employee who leaves County service 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.

### 3.5 Administrative Leave

3.5.1 Administrative leave shall be eight (80) hours. Time usage of such leave is subject to approval of the Department Head, and must be taken within the fiscal year beginning July 1.

3.5.2 Attorneys are entitled to administrative leave on the date they become members of the Attorneys unit. In the event an Attorney employee terminates employment, the employee shall not be required to pay back any portion of administrative leave previously taken, nor will the county pay

an Attorney for administrative leave left on the records after termination of employment. For Attorneys hired after July 1, administrative leave shall be earned on a monthly basis and shall be prorated, based on the date the employee became part of the unit.

3.6 Release Time.

The association shall have a cumulative total of forty (40) hours of release time per fiscal year during the term of this Memorandum of Understanding without loss of pay or benefits to engage in association business. This release time is in addition to release time for purposes of contract negotiations. Said forty (40) hours of released time may be used by one person or divided among any number of officers or designated employee representatives. In all cases of release time, the association shall notify the employee's supervisor, in writing if possible, of the need for such release time and secure permission from the supervisor before leaving a work assignment. Such permission shall not be unreasonably denied. If release time is granted, the employee shall provide a leave slip to the supervisor which will be forwarded to the Human Resources office for record keeping purposes.

4. Retirement

4.1 Effective January 2009, the County shall contract with PERS to provide the 2.5% @ 55 retirement benefit for all classic members. New members shall receive the 2.0% @ 62 retirement benefit.

4.2 Effective June 30, 2013, employees classic PERS members shall pay eight percent (8%) of their retirement contribution to PERS. New PERS members shall pay one-half the county's normal cost up to the amount allowed by statute.

4.3 The County shall continue its contribution toward health insurance coverage for any unit member who retires. Such monthly amount shall be reviewed annually through the normal operation of the County's contract with PERS and increased in accordance with PERS law.

4.4 Deferred Compensation Match

4.4.1 Effective with the date this agreement is adopted by the Board of Supervisors, the County shall match an employee's deferred compensation contribution according to the following schedule:

4.4.1.1 Up to four hundred dollars (\$400) per calendar year for employees with one (1) year to nine and nine-tenths (9.9) years of County service;

4.4.1.2 Up to five hundred dollars (\$500) per calendar year for employees with ten (10) or more years of County service.

5. Professional Dues and Professional Development Reimbursement

5.1 Beginning in 1997 and thereafter on an annual basis, the County shall pay the regular yearly basic California Bar dues for each unit member. Any additional funds, including Hudson deduction, other dues, fees, fines, and special assessments, shall be the responsibility of the unit member.

The County shall provide reimbursement for attorney membership in professional organizations in an amount of \$100.00 per year per attorney.

## 5.2 Professional Development Reimbursement

5.2.1 With prior approval of the department head and in accordance with County policies, each regular employee shall be reimbursed for expenses related to professional development which shall include tuition, fees, travel expenses and other necessary incidental expenses related to attendance at educational courses, workshops seminars and conferences. This may also include online continuing legal education. Reimbursement shall be in accordance with the policies and procedures developed by the appointing authority for the professional reimbursement program.

5.2.2 Expenditures shall be at the employee's discretion and must be related to the employee's work as an attorney employed by Yolo County, subject to approval by the department. Reimbursement shall be limited to seven hundred fifty dollars (\$750.00) per fiscal year.

## 6. County Disability Insurance (CDI) and Sick Leave Donation

6.1 County agrees to provide disability benefits of 75% of gross pay for a maximum of fifty-two (52) weeks from the date disability payments commence.

6.1.1 Benefits shall begin after the first consecutive seven (7) calendar days of disability or the first day of hospitalization, whichever comes first.

6.1.2 A disabled employee may, at his/her option, use all or part of accrued sick leave, vacation, administrative leave and/or floating holiday leave during this seven (7) day waiting period.

6.1.3 The County shall permit attorneys to donate accrued sick leave to others in their department in an amount that the attorney designates up to forty (40) hours per year per attorney with department head approval on an hour for hour basis.

## 7. Layoffs and Reinstatement

7.1 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. Notices and an opportunity for hearing shall be given as set forth in this Article. Human Resources shall make an effort to transfer a regular employee who is to be affected by the 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.

7.2 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 employee 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 laid off in the inverse order of seniority when such termination is in preparation for layoff.

### 7.3 Seniority

7.3.1 The seniority date of an employee for purposes of layoff and rehire shall be based upon the date of hire into a regular position in the County. 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.

7.3.2 If the seniority of two 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 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, ties shall be broken by lot.

### 7.4 Bumping

7.4.1 Any regular employee designated to be laid off shall be entitled 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.

7.4.2 Notwithstanding the provisions of Section 7.4.1, an employee shall be entitled to exercise the bumping rights provided therein only on condition that:

7.4.2.1 he/she has more county-wide seniority than the employee to be displaced;

7.4.2.2 he/she is willing to accept the reduced compensation level;

7.4.2.3 he/she meets the minimum qualifications for the lower class; and

7.4.2.4 he/she requests displacement action in writing to Human Resources within five (5) days after receipt of the notification of layoff.

## 7.5 Notice of Layoff

7.5.1 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 a 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.

7.5.2 An employee who has been officially notified of his/her impending layoff and who possesses no, or has waived his/her bumping rights, shall be granted up to forty (40) working hours release time without a loss of pay or benefits. Such a time may be used to obtain other employment but only with prior agreement with his/her supervisor. Management shall 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.

7.6 Health Insurance – An employee who has been laid off from County services shall be entitled to elect to continue health insurance coverage according to the provisions of law and procedures established by the County.

## 7.7 Reemployment Lists

7.7.1 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 shall be entitled to have his/her name placed on a Reemployment List for a period of twenty-four (24) months, in the following ways”

7.7.1.1 A permanent 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 seniority.

7.7.1.2 A permanent employee who has been laid off shall be entitled to request that his/her name be placed on the Reemployment List for a lower class in his/her current series.

7.7.1.3 A permanent employee who has been laid off shall be entitled to request that his/her name be placed on the Reemployment List for a different classification he/she held prior to layoff.

7.7.2 Status on the Reemployment List can be lost under the following circumstances:

7.7.2.1 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.

7.7.2.2 If the person declines three (3) job offers from the Reemployment List, the person's name shall be removed from that list.

7.7.3 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 and unpaid sick leave accrual shall be reinstated.

7.7.4 An individual on a Reemployment List may accept an extra-help appointment and not lose his/her Reemployment List status.

## 7.8 Hearing

7.8.1 A permanent employee who received 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 shall 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 a 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 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.

7.8.2 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.

7.8.3 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 required time frame.

## 8. Salary and Range Adjustments

8.1 During the term of this Agreement, general salary adjustments for all classifications designated within the Attorney's Unit shall be as follows:

- 8.1.1 Effective with the first full pay period in July, 2016, all represented classifications shall receive a two percent (2%) cost of living adjustment. Effective with the pay period that includes January 10, 2017, a one percent (1%) equity adjustment.
- 8.1.2 Effective with the first full pay period in July, 2017, all represented classifications shall receive a two percent (2.0%) increase in salary.
- 8.1.3 Effective with the first full pay period in July 2018, all represented classifications shall receive a two percent (2%) increase in salary.

9. Grievance Procedure

9.1 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.

9.2 Definitions.

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

9.2.1.1 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.

9.2.1.2 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.

9.2.2 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.

9.2.3 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.

- 9.2.4 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.

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.

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

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

- 9.2.5 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.

### 9.3 General Provisions

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

- 9.3.2 No reprisal of any nature shall be taken against any employee for participating in the grievance procedure.

- 9.3.3 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 shall notify the bargaining unit of the existence of the grievance by forwarding a copy once it has been received.

- 9.3.4 The grievant, the grievant's witnesses and representative shall suffer no loss of compensation or benefits while participating in this procedure.

- 9.3.4.1 Subject to bargaining unit release time, employee representatives may investigate and process formal grievances filed by employees.
- 9.3.4.2 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.
- 9.3.5 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.
- 9.3.6 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.
- 9.3.7 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.
- 9.3.8 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.
  - 9.3.8.1 Parties recognize the need to expedite resolution of all grievances and the time limits set are maximums.
  - 9.3.8.2 By mutual consent, which is confirmed in writing, the parties, may waive or consolidate any step(s) of the grievance process.
- 9.3.9 Preambles, purpose clauses and administrative procedures of this agreement shall not be subject to grievance.
- 9.3.10 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.
- 9.3.11 Unless otherwise identified, all days are calendar days.
- 9.3.12 Any written response or meeting requirement by a manager or appointing authority may be provided by his/her designee.
- 9.3.13 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.

9.4 Informal Resolution.

9.4.1 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.

9.4.2 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.

9.5 Formal Levels.

9.5.1 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.

9.5.2 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 ten (10) days.

9.5.3 Level 3. If the grievant is not satisfied with the written answer from the appointing authority, the grievant may, within ten (10) days of such answer, file a written appeal to the Director of Human Resources. Within ten (10) 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 ten (10) days, which answer shall be final and binding unless appealed by the bargaining unit.

9.5.3.1 Any waiver of the requirement for a meeting with the concerned parties at Level 3 shall be confirmed in writing.

9.5.3.2 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.

9.5.4 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.

9.5.4.1 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.

9.5.4.2 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.

9.5.4.3 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.

9.5.4.4 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.

9.5.4.5 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.

9.5.4.6 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.

9.5.4.7 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.

9.5.4.8 Only the bargaining unit has the right to request the appeal of a grievance proceed to arbitration.

## 10. Disciplinary Procedure

### 10.1 Purpose

10.1.1 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.

10.1.2 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.

## 10.2 Definitions

10.2.1 Just Cause. Disciplinary action may only be brought against a permanent employee for the causes outlined in County Code Section 2-6.47.

10.2.2 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.

10.2.3 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.

10.2.4 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.

10.2.5 Parties. The affected employee, the Bargaining Unit, the Appointing Authority, or other members of supervision and management.

10.2.6 Response (Skelly) Meeting. An informal meeting in which the employee has the opportunity to respond to proposed charges prior to action.

10.2.7 Hearing. A formal hearing held following an appeal of an employee of disciplinary action taken by an Appointing Authority.

10.2.8 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.

10.2.9 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.

10.2.10 Day. Calendar day unless otherwise specified.

## 10.3 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.

#### 10.4 Exclusive Procedure

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

10.4.2 Minor disciplinary actions shall be subject to appeal only through the grievance procedure, up to and including Formal Level 3. Section 9.5.4 of Article 9 shall not apply to minor disciplinary actions.

#### 10.5 Notice of Proposed Discipline

10.5.1 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.

10.5.2 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.

10.5.3 The notice shall contain:

10.5.3.1 The reasons for the proposed action, including the rule(s) or regulation(s) or ordinance(s) violated and a complete explanation of the reasons.

10.5.3.2 A copy of the charges and the recommended action.

10.5.3.3 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).

10.5.3.4 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.

10.5.3.5 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.

10.5.4 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.

10.5.4.1 The employee may copy and inspect all materials designated as the basis for charges and recommendations by Appointing Authority.

10.5.4.2 The employee may copy and inspect his/her personnel file.

10.5.4.3 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.

10.5.5 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.

#### 10.6 Response (Skelly) Meeting.

10.6.1 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.

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

10.6.3 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.

10.6.4 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:

10.6.4.1 an explanation of the basis for the action;

10.6.4.2 the charges upheld;

10.6.4.3 the effective date(s) of the imposed discipline;

10.6.4.4 a list of items upon which action is based or new documents, if appropriate; and

10.6.4.5 notice of employee's right to appeal.

10.7 Appeal.

- 10.7.1 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.
- 10.7.2 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.
- 10.7.3 Nothing in the subsection shall prohibit a peace officer from exercising his/her rights under the Peace Officer Bill of Rights.
- 10.7.4 Filing of an appeal or request for mediation shall not stay the effective date of the order of disciplinary action.
- 10.7.5 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.
- 10.7.6 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.
- 10.7.7 The demand for hearing shall include:
- 10.7.7.1 The specific grounds for appeal; and
  - 10.7.7.2 Copies of materials on which the appeal is based or, if too voluminous, reference to materials in the custody of the County.
- 10.7.8 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.
- 10.7.9 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.

- 10.7.10 Nothing shall prevent the parties from agreeing to the name of an Arbitrator without resorting to the requesting of a list.
- 10.7.11 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.
- 10.7.12 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.
- 10.7.13 An appeal through this procedure waives grievance proceedings under any agreement or memorandum between the County and any employee organization.
- 10.7.14 Only the bargaining unit has the right to request the appeal proceed to arbitration.

## 10.8 Hearing

- 10.8.1 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.
- 10.8.2 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.
- 10.8.3 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.
- 10.8.4 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.

10.9 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.

11. Attorneys who are required to be on-call (after 5:00 p.m. on Friday through 8:00 a.m. on Monday, any holidays from 5:00 p.m. on the day before the holiday to 8:00 a.m. on the day returning to work, and any time in which the attorney is called out other than normal working hours) shall receive \$2.50 per hour (calculated to the quarter hour) of on-call time.

11.1 In the event that the Sheriff's Deputies Unit receives an increase in the amount of compensation paid per hour for on-call pay, the parties may reopen negotiations limited to on-call pay and may agree to increase the amount of on-call compensation for Association members not to exceed that reflected in the other unit.

12. The County agrees to indemnify and defend any attorney accused of wrongdoing as a result of action taken while performing within the scope of his/her job (Ref: California Government Code Section 825 – 825.6). The County shall maintain its scope and level of professional liability coverage, presently provided through YCPARMIA.

13. All terms are retroactive the date of the expiration of the previous contract, unless expressed otherwise.

14. In the final year of this agreement, the County shall conduct a Total Compensation Salary and Benefit Survey, the results of which will be implemented to within 5% of the average. Should the total compensation survey result in a negative adjustment to salaries, no adjustment shall be made.

15. Outside Employment

15.1 Consistent with California Government Code sections 1125 -1129, no employee shall engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with duties, functions or responsibilities of his or her appointing power or the agency by which he or she is employed.

15.2 Outside employment is considered to be a "Conflict of Interest" under any of the following circumstances:

15.2.1 Outside employment involves the use for private gain or advantage of his or her local agency time, facilities, and supplies, or the badge, uniform, prestige, or influence of his or her local agency office or employment, or

15.2.2 Outside employment that presents the potential to create private gain or utilize the advantage of his or her local agency time, facilities, and supplies,

or the badge, uniform, prestige, or influence of his or her local agency office or employment, or

15.2.3 Outside employment involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than his or her local agency for the performance of an act, which the officer or employee, if not performing such act, would be required or expected to render in the regular course of hours of his or her local agency employment or as part of his or her duties as a local agency officer or employee, or

15.2.4 Outside employment involves the performance of an act in other than his or her capacity as a local agency officer or employee which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee or the agency by which he or she is employed, or

15.2.5 Outside employment involves time demands as would render performance of his or her duties as a local agency officer or employee less efficient.

15.3 All employees shall notify their department head, by completing the "Outside Employment Notification" form.

15.3.1 The notification form shall include:

15.3.1.1 Place of employment

15.3.1.2 Anticipated start date

15.3.1.3 Duration of Employment

15.3.1.4 Description of duties and tasks

15.3.1.5 Number of hours, per week that the employee anticipates working

15.3.1.6 Anticipated work hours

15.3.1.7 Other information deemed relevant

## 16. Separability of Provisions

Every clause of this Agreement shall be deemed separable from every other clause of this Agreement and in the event that any clause or clauses shall be finally determined to be in violation of any law by judgment or decree of any court of competent jurisdiction, then any such clause or clauses only, to the extent only that any may be in violation, shall be deemed unenforceable without impairing the validity and enforceability of the rest of this Agreement.

All other terms of the MOU for the Attorney Unit 2013/2016 not expressly altered by this agreement shall remain in full force and effect.

Signed and agreed to this 10th day of January 2017 by the following parties:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
GARY MESSING, CHIEF NEGOTIATOR  
MESSING, ADAM AND JASMINE

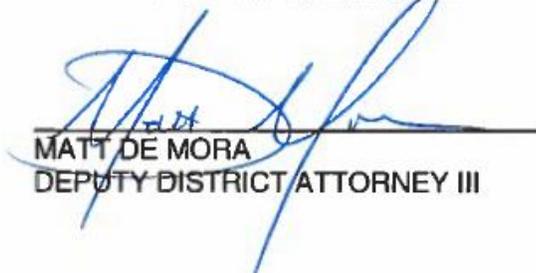
  
\_\_\_\_\_  
BRET E. BANDLEY  
ASSOCIATION PRESIDENT

  
\_\_\_\_\_  
DEANNA HAYS  
DEPUTY DISTRICT ATTORNEY IV

  
\_\_\_\_\_  
STEPHEN BETZ  
DEPUTY PUBLIC DEFENDER IV

  
\_\_\_\_\_  
JAY LINDEN  
DEPUTY DISTRICT ATTORNEY IV

  
\_\_\_\_\_  
PETER BORRUSO  
DEPUTY PUBLIC DEFENDER III

  
\_\_\_\_\_  
MATT DE MORA  
DEPUTY DISTRICT ATTORNEY III

FOR THE COUNTY:

  
\_\_\_\_\_  
MINDI NUNES, CHIEF NEGOTIATOR  
ASSISTANT COUNTY ADMINISTRATOR

  
\_\_\_\_\_  
GINA ROWLAND  
DIRECTOR, HUMAN RESOURCES

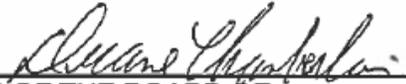
  
\_\_\_\_\_  
ALLISON ZUVELLA  
CHIEF DEPUTY PUBLIC DEFENDER

  
\_\_\_\_\_  
RONALD MARTINEZ  
DEPUTY COUNTY COUNSEL

  
\_\_\_\_\_  
ALEXANDER TENGOLICS  
LEGISLATIVE & GOVERNMENTAL  
AFFAIRS SPECIALIST II

Approved by Final Determination of the Board of Supervisors of the County of Yolo this 10<sup>th</sup> day of January, 2017.

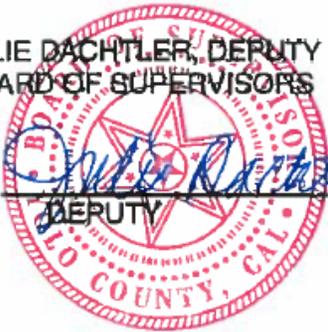
COUNTY OF YOLO, a political subdivision of the State of California.

BY:   
CHAIR OF THE BOARD OF  
SUPERVISORS

ATTEST:

JULIE DACHTLER, DEPUTY CLERK  
BOARD OF SUPERVISORS

BY: 



APPROVED AS TO FORM:

PHILIP J. POGLEDIGH  
COUNTY COUNSEL

BY: 