

**MEMORANDUM OF UNDERSTANDING**

**COUNTY OF YOLO**

**AND**

**YOLO COUNTY MANAGEMENT ASSOCIATION**

**July 1, 2017 through June 30, 2020**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COUNTY OF YOLO  
AND THE  
YOLO COUNTY MANAGEMENT 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 Management Association, hereinafter referred to as the Association. The parties having met in good faith have reached full agreement upon all in-scope issues which are set forth expressly in the following. There exists no inducements, agreements or promises other than those set forth herein.

**ARTICLE I  
SALARY AND RELATED**

**1.1 Salary Adjustments**

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

- 1.1.1 Classifications shall be adjusted as needed to provide a salary range differential between them and their closest subordinate of no less than ten percent (10%). This adjustment shall only apply to those classes and incumbents qualifying under the following conditions: a) all incumbents actually supervise at least the equivalent of one full-time employee; b) excludes those classes which are given a specific stipend for coordinating and providing administrative supervision of other professional classifications; and c) excludes any employee who, for reasons of organizational structure or geographic location, provides administrative supervision to a higher-paid professional employee as part of his/her program responsibilities.
- 1.1.2 Effective with the pay period that includes July 1, 2017, a two (2) percent cost of living adjustment.
- 1.1.3 Effective with the pay period that includes July 1, 2018, a two (2) percent cost of living adjustment.
- 1.1.4 Effective with the pay period that includes July 1, 2019, a two (2) percent cost of living adjustment.
- 1.1.5 During the term of this Agreement, if another county bargaining unit receives a higher cost of living adjustment than the one provided to the

Association in sections 1.1.2 through 1.1.4, then the Association shall receive an additional salary increase in the amount of the difference.

1.2 Throughout the period covered by this Agreement, the County retains the right to increase salaries of individual classes as necessary to recruit and retain qualified employees.

1.3 Longevity Steps

1.3.1 Employees in the bargaining unit shall be eligible for a two and one-half percent (2.5%) increase in salary after ten (10) years of continuous service to the county from the most recent date of hire. Employees who reinstate within one (1) year of separation will be deemed to have continuous service but the time not employed by the county during the break in service will be excluded in calculating the ten-year period.

1.3.2 Employees in the bargaining unit shall be eligible for an additional two and one-half percent (2.5%) increase in salary for a total of five percent (5%) after fifteen (15) years of continuous service to the county from the most recent date of hire. Employees who reinstate within one (1) year of separation will be deemed to have continuous service but the time not employed by the county during the break in service will be excluded in calculating the ten-year period.

1.4 Public Employees' Retirement System (PERS)

1.4.1 Beginning with the pay period including July 1, 2012, employees defined as "Classic Members" shall pay the employees' contribution toward their PERS retirement on a pre-taxed basis. The employees' contribution is nine percent (9%) for safety members and eight percent (8%) for miscellaneous members. Employees defined as "New Members" shall pay a retirement contribution that is a percentage of salary in the amount of one-half of the County's normal cost up to the amount allowed by statute.

1.4.2 County shall contract with PERS to provide the 3% @ 55 (safety retirement) benefit for Management Unit employees presently under safety retirement, and the 2.5% @ 55 benefit for the remaining members of the unit. On or after January 1, 2013, "New Member" safety unit members shall receive the 2.7% @ 57 benefit, and "New Member" miscellaneous unit members shall receive the 2% @ 62 benefit.

1.4.3 "New Member" shall be as defined in AB340.

1.4.4 Employees shall have their retirement computed on the single highest year's salary. For employees hired after January 1, 2013, retirement

benefits shall be computed by averaging the highest annual compensation over a consecutive 36-month period.

#### 1.5 Educational Incentive

1.5.1 Unit members shall receive educational incentive pay commensurate to that received by their subordinate staff, if any.

1.5.2 Unit employees shall be entitled to educational incentive pay in the amount of two and one-half percent (2.5%) for possession of a POST Management certificate or a STC Manager Core Certificate provided it does not exceed the limit as set forth in Section 1.5.3 below.

1.5.3 The total amount of educational incentive paid under this section shall be limited to ten percent (10%).

#### 1.6 Program Assignment Differentials

Any manager who oversees a program in which all subordinates receive a differential for assignment to such a program, such differential shall be applied to such managers in the same amount and in the same manner as it is applied in the Supervisors Unit.

#### 1.7 Tuition Reimbursement

Training and/or educational courses designed to enhance an employee's job performance are eligible for tuition and book reimbursement. All requests for reimbursement of required books and tuition must be approved by the department head prior to commencement of the course. Upon completion of a job-related continuing education course and following submission by the employee of proof of satisfactory completion of the pre-approved course, the County shall approve payment of the full cost of course required books and tuition up to a maximum of seven hundred and fifty (\$750) per fiscal year.

#### 1.8 Military Duty

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 Federal active duty, 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 base military salary and their gross pay earned by the County at the time he/she is called to duty for a period of an additional ninety (90) 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 base military salary.

1.9 Deferred Compensation Match

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:

1.9.1 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;

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

1.10 Standby Duty

Should an employee be placed on standby call duty, he/she shall be compensated for the time on call at the rate of three dollars (\$3.00) per hour. For exempt employees, standby call duty shall mean time required on non-scheduled work days. Should the standby pay rate increase for the General Unit the pay rate for the Management Association shall be equal to the rate paid to General Unit employees.

**ARTICLE 2  
HEALTH AND WELFARE**

2.1 Management Benefits Package

Health Insurance

As of July 1, 2015, the County will contribute four hundred dollars (\$400.00) per month toward the premiums for health insurance coverage.

Other Benefits

The County will contribute an additional amount which, when combined with the Health Insurance contribution above, equals an amount equal to ninety percent (90%) of the lowest cost plans for health, dental and vision coverage for the family premium rates starting with the first full pay period in December. This contribution 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 will be deducted from the combined annual contribution and the remainder will be paid to the employee as taxable earnings.

## Benefits for Part-Time Employees

Benefits premiums for part-time employees shall be pro-rated for employees working fifty percent (50%) or more. Any full-time employee who voluntarily reduces to less than full-time status shall have benefits appropriately pro-rated.

### 2.2 Health, Dental and Vision Insurance Coverage

2.2.1 Represented employees may select one health care provider from the County-sponsored health plans. Health insurance coverage, if elected, shall become effective the first day of the month following the date of hire provided timely return of their enrollment forms. No change in coverage may be made except as provided in the agreements with the health plan provider.

2.2.2 Beginning with the first of the month following two payrolls, participation in County sponsored dental and vision plans is mandatory regardless of an employee's enrollment status in a medical plan.

2.2.3 Employees who are adequately covered by other non-Covered California health insurance may opt out of County-sponsored health insurance once per year during the open enrollment period. Eligible employees must complete the County's Opt Out form and provide written proof of qualifying medical coverage for themselves and all of their eligible dependents.

If the required Opt Out form and proof of other qualifying coverage is not received by Human Resources during the annual health insurance open enrollment period, the employee shall be automatically enrolled in the lowest cost available health plan for the upcoming plan year and shall be responsible for any employee required contribution toward employee only health insurance coverage.

2.2.4 If during the term of this agreement, the State or Federal government legislates a change or changes, or if the County or Association obtains information that affects the administration or cost of health/dental plan(s) offered by the County, either the County or the Association may request the other party to meet and confer regarding the terms and conditions set forth herein.

2.3 The County will continue its contribution toward health insurance coverage for any Management employee who retires. Such monthly amount shall be reviewed annually through the normal operation of the County's contract with its health insurance carrier.

2.3.1 During the term of this agreement, the Association and the County shall have the right to reopen negotiations for the purpose of bargaining

implementation of any plan, program or trust intended to provide a supplemental funding mechanism for retiree healthcare for unit members.

#### 2.4 Employee Assistance Program

The County will maintain the existing Employee Assistance Program for the provision of psychological services or counseling for personal matters affecting the members' well-being and therefore affecting the members' job performance.

#### 2.5 County Disability Insurance (CDI)

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

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

2.5.2 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.

#### 2.6 Life Insurance

The County will purchase a fifty thousand dollars (\$50,000) term life insurance policy for Management employees.

### **ARTICLE 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 ninety-six (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 without pay in proportion to the number of hours he/she was in paid status during the 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 and have it approved by his/her department head.

3.1.2.2 The County and the Association, recognizing the 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. 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 may be authorized for:

3.1.3.1 An absence necessitated by the employee's personal illness or injury.

3.1.3.2 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.

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

3.1.4.2 Sickness or disability sustained while on leave of absence without pay

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 may 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 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 work week so long as such hours do not result in overtime.

### 3.1.7 Accumulated Sick Leave

3.1.7.1 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, layoff, or death, based upon his/her salary at the time of termination. This language shall sunset and become inoperative effective June 30, 2020.

3.1.7.2 Effective June 30, 2020, upon retirement, employees shall have their accumulated sick leave credited toward retirement in accordance with the County's agreement with the applicable retirement system or carrier.

3.1.7.3 Effective June 30, 2020, safety unit members shall receive sick leave payoff commensurate to that received by their subordinate staff, if any.

## 3.2 Holidays

All bargaining unit employees shall be entitled to the following holidays with pay:

- 3.2.1 July 4 – Independence Day
- 3.2.2 Labor Day
- 3.2.3 Veterans Day (November 11)
- 3.2.4 Thanksgiving Day
- 3.2.5 Day after Thanksgiving
- 3.2.6 Christmas Eve or New Year’s Eve four (4) hours to be taken at the end of the work shift. (County offices shall remain open for business on both days.)
- 3.2.7 Christmas Day
- 3.2.8 New Year’s Day
- 3.2.9 Martin Luther King Jr. Day
- 3.2.10 President’s Day
- 3.2.11 Memorial Day
- 3.2.12 All other days appointed by the President of the United States or Governor of the State of California for a public fast, thanksgiving, or holiday and approved by the Board of Supervisors.

3.2.12.1 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 to be 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 3.2.6 above shall be observed on the preceding Thursday.

3.2.12.2 Regular employee whose weekly two (2) days off are other than Saturday and Sunday shall be treated in the following manner:

If a holiday falls on such an employee’s day off, full-time employees shall be granted eight (8) hours of accumulated holiday time.

If a full-time employee is required to work on a holiday, such employee shall receive overtime compensation for time worked in addition to eight (8) hours accumulated holiday time.

If a holiday falls on a Saturday or Sunday, the Saturday or Sunday will be treated as the holiday.

3.2.12.3 Regular part-time employees shall be entitled to holidays in direct proportion as his or her regular hours bear to regular full-time employment.

### 3.3 Vacation

- 3.3.1 All regular full-time employees shall be entitled to paid vacation of forty (40) hours after thirteen (13) consecutive biweekly periods of employment.

Thereafter, each employee shall accrue vacation time according to the schedule set forth in Section 3.3.6.

- 3.3.2 Vacation time accrual shall be based on a forty-hour (40-hour) work week. All hours worked in excess of forty (40) hours in a week shall be excluded for vacation accrual purposes.
- 3.3.3 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 biweekly pay period shall not be eligible for vacation.
- 3.3.4 Any absence without pay exceeding forty (40) hour shall cause shall cause the employee's eligibility date for vacation time to be postponed a number of pay periods equal to the nearest number of pay periods for which the leave is granted, based on the number of hours in such leave. Such absence shall be cumulative.
- 3.3.5 After completion of thirteen (13) biweekly periods of employment, an employee who is absent without pay during a pay period shall accrue vacation credit in proportion to the number of hours he/she was in paid status during such pay period.
- 3.3.6 Schedule of Accrual. Regular fulltime employees shall accrue vacation time in accordance with the following schedule:

For employees hired prior to January 1, 2016, accrual (in hours) per:

	<u>Per Pay Period</u>	<u>Reg. Hours Paid</u>	<u>Max/Yr</u>
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	6.768	.0846	176
After 18 years	7.080	.0885	184

For employees hired after January 1, 2016, accrual (in hours):

	<u>Per Pay Period</u>	<u>Reg. Hours</u>	<u>Max/Yr</u>
After 13 biweekly pay periods	3.08	.0385	80
After 5 years	4.00	.0500	104
After 10 years	4.62	.0577	120
After 15 years	5.24	.0654	136
After 20 years	6.16	.0769	160

3.3.7 Vacation time shall be credited as of the end of each biweekly pay period.

### 3.3.8 Accumulation

3.3.8.1 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 twenty (320) hours.

3.3.8.2 If an extra-help, provisional or limited term employee is appointed to a regular position without a break in employment, the length of service in such status shall be recognized in the computation of vacation accrual. 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. The amount of vacation credited shall be determined by the number of hours actually worked in direct proportion to the number of hours in a pay period.

### 3.3.9 Payoff

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.

### 3.3.10 Scheduling

3.3.10.1 Vacation leave shall be taken upon approval of the department head, or his/her designee.

3.3.10.2 When an employee has submitted a written request for vacation at least thirty (30) days in advance of the date(s) requested, such request shall not be unreasonably denied, and if approved, shall only be rescinded to meet unanticipated departmental needs of an immediate nature.

3.3.10.3 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 that fiscal year.

3.3.10.4 Employees may be required to use accrued compensatory time before having vacation time off approved.

#### 3.4 Floating Holidays

3.4.1 Full-time employees shall be credited with thirty two (32) hours of floating holiday time on July 1 of each year. Floating holidays 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 shall be paid at a straight time rate. However, any employee who leaves County service with less than one (1) 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.

3.4.2 Employees hired after July 1 of the fiscal year shall be credited with floating holiday time prorated for each month remaining in the fiscal year after the date of employment.

3.4.3 Part-time employees shall be entitled to floating holiday time in direct proportion as his or her regular hours bear to regular full-time employment.

#### 3.5 Bereavement Leave

3.5.1 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 seven (7) days may be granted and shall be charged to accrued sick leave.

3.5.2 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 or granddaughter which shall be charged to accrued sick leave.

3.5.3 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.

3.5.4 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.

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

### 3.6 Administrative Leave

3.6.1 Administrative leave in the amount of forty-eight (48) hours shall be granted on July 1 of each year. Time usage of such leave is subject to approval of the Department Head, and must be taken within the fiscal year. Administrative leave shall not accrue from one fiscal year to the next except as noted in Section 3.6.4 below.

3.6.2 Management employees are entitled to administrative leave on the date they become members of the Management Unit. In the event a management employee terminates employment, the employee will not be required to pay back any portion of administrative leave previously taken, nor will the County pay any management employee for administrative leave left on the records after termination of employment, except in case of retirement. Management Unit members shall be paid for the full amount of unused administrative leave on the records as of the employee's retirement effective date.

3.6.3 For Management employees hired after July 1, administrative leave shall be prorated, based on the date the employee became part of the unit and on the basis of the status (fulltime or part-time) of employment.

3.6.4 On July 1 of each year, unit members shall be allowed to carry over up to twenty (20) hours of administrative leave from the previous fiscal year up to a maximum of sixty (60) hours but in no event shall an employee's Administrative Leave balance exceed forty (40) hours as of January 1.

3.6.5 Regular part-time employees shall be entitled to administrative leave in direct proportion as his or her regular hours bear to regular full-time employment.

### 3.7 Continuing Education Leave

Upon approval of the Department Head, Management employees may utilize up to forty (40) hours of release time annually for attending formal education classes related to the specific duties of his/her position.

### 3.8 Expiration 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 his/her position, the employee shall, if not placed in another position due to an accommodation of his/her permanent disability, be placed on a reemployment list for a period of six (6) months. When available, during the six-month (6-month) period, and if medically released to assume his/her full duties, the employee shall be employed in a vacant position in the classification of his/her previous assignment. In the event the employee was in a single classification position, he/she shall be employed in a classification which is similar in scope and responsibility and for which he/she meets the minimum qualifications. This employment will be over all available candidates except for a reemployment list established because of layoff, in which case the employee shall be listed in accordance with appropriate seniority following layoff procedures. At the conclusion of the six-month (6-month) period, if he/she is unable to resume his/her duties, the employment relationship is severed.

#### **ARTICLE 4 UNIFORMS**

- 4.1 County agrees to provide and maintain uniforms for the Public Works Superintendent commensurate to that provided and maintained for subordinate staff.
- 4.2 The County shall pay each eligible employee who is required to wear a uniform on a daily basis (with exceptions for occasional special assignments) one thousand dollars (\$1000) per year to purchase and maintain uniforms required by department rule.
- 4.3 The County shall pay each employee who is not required to wear a uniform on a daily basis three hundred and fifty dollars (\$350) per year to purchase and maintain uniforms required by department rule.
- 4.4 The County agrees to reopen negotiations, limited to the allowance amount, should the uniform allowance be increased for the classification of Correctional Officer I/II or Animal Services Officer I/II.

#### **ARTICLE 5 TERMS AND CONDITIONS**

5.1 Term

This Memorandum shall become effective July 1, 2017 and shall remain in full force and effect until June 30, 2020.

- 5.2 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

establishment of a retiree medical trust and any other issues relating to the contract.

- 5.3 The Association has established a Maintenance Agreement. All members of the Association may elect to terminate Association membership during the designated open window period. The Yolo County Management Association Board of Directors has established the open window period as June 1 through June 30 of each year. Association members wishing to terminate membership shall submit a written request to the County Auditor's Office during the open window period. The request shall be effective with the first pay period in August. The open window period is only for terminating Association membership. Eligible county employees may join the Association at any time of the year.

## **ARTICLE 6 ADMINISTRATIVE PROVISIONS**

- 6.1 All other items relating to terms and conditions of employment not expressly or otherwise provided for herein shall be governed by the County Code. Appendix A specifically identifies those applicable County Code provisions. County Code provisions not included in Appendix A, shall not apply to unit members as a term and condition of employment.
- 6.2 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.
- 6.3 If any provision of this Memorandum of Understanding shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any such provision should be restrained by any said tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby. If any portion of this Memorandum of Understanding is so held invalid or if compliance with any provision is restrained, the County is authorized to take immediate action to achieve compliance with law, provided that the County shall give notice to the Union prior to such action and the County shall provide the Union with an opportunity to meet and confer within thirty (30) days after any determination of invalidity or service of a restraining order, for the purpose of arriving at a mutually satisfactory replacement for such article or Section.

## **ARTICLE 7 DISCIPLINARY PROCEDURE**

- 7.1 Purpose

- 7.1.1 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.
- 7.1.2 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.
- 7.1.3 The provisions of this Article shall not apply to those classes and employees listed in the Resolution Providing for At Will Appointments to County Positions approved and adopted by the Yolo County Board of Supervisors from time to time as necessary.

## 7.2 Definitions

- 7.2.1 Just Cause. Disciplinary action may only be brought against a permanent employee for the causes outlined in County Code Section 2-6.47.
- 7.2.2 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.
- 7.2.3 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.
- 7.2.4 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.
- 7.2.5 Parties. The affected employee, the Association, the Appointing Authority, or other members of supervision and management.
- 7.2.6 Response (Skelly) Meeting. An informal meeting in which the employee has the opportunity to respond to proposed charges prior to action.
- 7.2.7 Hearing. A formal hearing held following an appeal of an employee of disciplinary action taken by an Appointing Authority.

7.2.8 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.

7.2.9 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.

7.2.10 Day. Calendar day unless otherwise specified.

### 7.3 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 extension.

### 7.4 Exclusive Procedure

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

7.4.2 Minor disciplinary actions shall be subject to appeal only through the grievance procedure, up to and including Formal Level 3. Sections 8.5.3 through 8.5.4 of Article 8 shall not apply to minor disciplinary actions.

### 7.5 Notice of Proposed Discipline

7.5.1 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.

7.5.2 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.

7.5.3 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.

7.5.4 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.

7.5.5 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.

## 7.6 Response (Skelly) Meeting.

7.6.1 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.

- 7.6.2 Neither the Appointing Authority nor the employee shall be entitled to call witnesses or take testimony.
- 7.6.3 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.
- 7.6.4 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.

## 7.7 Appeal.

- 7.7.1 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.
- 7.7.2 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.
- 7.7.3 Nothing in the subsection shall prohibit a peace officer from exercising his/her rights under the Peace Officer Bill of Rights.
- 7.7.4 Filing of an appeal or request for mediation shall not stay the effective date of the order of disciplinary action.

- 7.7.5 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.
- 7.7.6 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.
- 7.7.7 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.
- 7.7.8 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.
- 7.7.9 Upon receipt of the name of the selected Arbitrator, the Director of Human Resources shall contact the employee and his/her representative and arrange for the earliest hearing date mutually agreeable to the Arbitrator, the employee and his/her representative 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.
- 7.7.10 Nothing shall prevent the parties from agreeing to the name of an Arbitrator without resorting to the requesting of a list.
- 7.7.11 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.
- 7.7.12 Three (3) days prior to the hearing each party shall provide the Arbitrator and the opposing party 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.

7.7.13 An appeal through this procedure waives grievance proceedings under any agreement or memorandum between the County and any employee organization.

## 7.8 Hearing

7.8.1 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.

7.8.2 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.

7.8.3 The Arbitrator shall conduct a hearing and shall either issue an oral bench decision, or shall, within sixty (60) 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.

7.8.4 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.

## 7.9 Arbitrator/Mediator Cost.

The Association 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 Association.

# **ARTICLE 8 GRIEVANCE PROCEDURE**

## 8.1 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.

## 8.2 Definitions.

8.2.1 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 Association.

8.2.1.1 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.

8.2.1.2 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.

8.2.2 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 Association when the grievance alleges a violation that affects the Association as a whole.

8.2.3 Association Grievances. The Association 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 Association, an entire department or ten (10) or more unit members in any one classification. In order to exercise such standing the Association must provide sufficient information to allow a complete investigation.

8.2.4 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.

8.2.5 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.

8.2.6 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.

8.2.6.1 Grievances, other than Association grievances, shall be initially signed by the employee or employees filing the grievance.

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

### 8.3 General Provisions.

8.3.1 This procedure shall be the exclusive procedure for adjusting grievances of employees within the Association.

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

8.3.3 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 Association, the County will notify the Association of the existence of the grievance by forwarding a copy within five (5) days of receipt.

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

8.3.4.1 Subject to Association release time, employee representatives may investigate and process formal grievances filed by employees.

8.3.4.2 Unless otherwise agreed between the parties and confirmed in writing, Association release time shall include no more than thirty (30) minutes preparation time per grievance level.

8.3.5 Proceedings shall, whenever possible, be held during normal working hours. If held at other than the 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.

- 8.3.6 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.
- 8.3.7 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.
- 8.3.8 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.
- 8.3.9 Parties recognize the need to expedite resolution of all grievances and the time limits set are maximums.
  - 8.3.9.1 By mutual consent, which is confirmed in writing, the parties, may waive or consolidate any step(s) of the grievance process.
  - 8.3.9.2 Preambles, purpose clauses and administrative procedures of this agreement shall not be subject to grievance.
- 8.3.10 Upon voluntary termination of a grievant, his/her outstanding grievance shall be jointly reviewed by the Association and the Director of Human Resources or his/her designee and if the remedy is no longer available, the grievance shall be determined to be moot and shall be withdrawn.
- 8.3.11 Unless otherwise identified, all days are calendar days.
- 8.3.12 Any written response or meeting requirement by a manager or appointing authority may be provided by his/her designee.
- 8.3.13 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.

#### 8.4 Informal Resolution.

- 8.4.1 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.
- 8.4.2 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 sixty (60) 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.

8.5 Formal Levels.

- 8.5.1 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.
- 8.5.2 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.
- 8.5.3 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 Association.
  - 8.5.3.1 Any waiver of the requirement for a meeting with the concerned parties at Level 3 shall be confirmed in writing.
  - 8.5.3.2 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.

- 8.5.4 Level 4. If the Association is not satisfied with the decision made by the Director of Human Resources, the Association 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.
- 8.5.4.1 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.
- 8.5.4.2 Once that list is received, the County and the Association shall promptly select the Arbitrator or Mediator by alternate striking of names. The party to strike first shall be determined by coin toss.
- 8.5.4.3 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 Association. The first available date permitted by the parties' schedules will be selected.
- 8.5.4.4 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 forty-five (45) 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.
- 8.5.4.5 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.
- 8.5.4.6 The Association 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 Association.

8.5.4.7 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 9 LAYOFF AND REHIRE**

### **9.1 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 for in this Article. 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. If an employee is placed as a result of these efforts into a positions to which they may have not passed probation and the employee fails to successfully complete probation in this new class, the employee shall be terminated and their name shall be placed on the Reemployment List for their previous position from which they were laid off in accordance with 9.7.1.

Reductions in hours and furloughs are not layoffs and therefore not subject to this Article.

The provisions of this Article shall not apply to those classes and employees listed in the Resolution Providing for At Will Appointments to County Positions approved and adopted by the Yolo County Board of Supervisor from time to time as necessary.

### **9.2 Order of Layoff**

Layoff 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 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. All regular employees shall be laid off in inverse order of seniority.

### **9.3 Seniority**

- 9.3.1 The seniority date of an employee for purposes of layoff and rehire shall be based upon the date of hire into a regular authorized position. This shall not include time worked as an extra-help, provisional, or limited-term employee. 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.
- 9.3.2 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.

#### 9.4 Bumping

- 9.4.1 Notwithstanding the provision of Section 9.4.2, an employee may exercise the bumping rights provided therein only on condition that:
- 9.4.1.1 he/she has more countywide seniority than the employee to be displaced;
  - 9.4.1.2 he/she is willing to accept the reduced compensation level;
  - 9.4.1.3 he/she meets the minimum qualifications for the lower class; and
  - 9.4.1.4 he/she requests displacement action in writing to Human Resources within five (5) days after receipt of the notification of layoff.
- 9.4.2 Any regular employee designated to be laid off may bump into any lower classification of equivalent FTE status in his/her current series within the same department. Or, if this is not possible, if he/she has previously held permanent status in another 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.
- 9.4.3 Notwithstanding 9.4.2 above, a part-time employee shall only have the right to bump a full-time employee when assuming the full-time position.
- 9.4.4 If an employee is bumped, he/she shall be laid off in the same manner as an employee whose position has been abolished.

#### 9.5 Notice of Layoff

9.5.1 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:

- a. Reason for layoff;
- b. Effective date of such layoff;
- c. A copy of this Article; and
- d. Forms to request a hearing and to assert bumping rights.

9.5.2 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 (or proportional hours for part-time employment) release time without a loss of pay or benefits. Such time may only be used with 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 and may be withheld if the employee requests County placement efforts.

## 9.6 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 procedure established by the County.

## 9.7 Reemployment Lists

9.7.1 A Reemployment List is particular to a classification. Any vacancy occurring in the class from which the 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:

9.7.2 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.

9.7.2.1 A permanent 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.

9.7.2.2 A permanent 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 prior to layoff.

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

9.7.3.1 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.

9.7.3.2 If the person declines three (3) job offers from the Reemployment List of equivalent authorized hours and status to their previous position, the person's name shall be removed from that list.

9.7.3.3 A person may accept offers of extra-help, provisional and temporary status and remain on the Reemployment List.

9.7.4 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 the 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.

## 9.8 Hearing

9.8.1 A permanent employee who receives a notice of layoff shall be entitled to 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 ten (10) day of service of the notice of layoff. Failure to make such request shall waive the right to a hearing. At said hearing, the employee may challenge on 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.

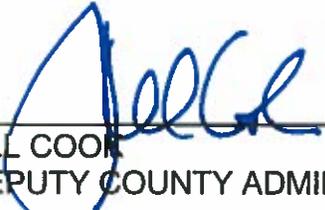
9.8.2 If, after request, the hearing is not held prior to the effective date of layoff as set forth in the notice of layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the County Administrative Officer.

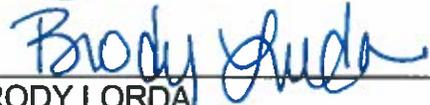
- 9.8.3 Filing of an appeal to the County Administrative Officer shall not relieve the employee of the obligation to assert his/her bumping rights within the time limits as contained in Section 9.4 above.
- 9.8.4 This hearing shall be the exclusive appeals procedure for layoff-related disputes. Layoffs shall not be subject to the Grievance or Disciplinary Appeals Procedure.

Signed and agreed to this 27th day of June, 2017 by the following parties:

COUNTY OF YOLO

  
\_\_\_\_\_  
GINA ROWLAND  
DIRECTOR OF HUMAN RESOURCES

  
\_\_\_\_\_  
JILL COOK  
DEPUTY COUNTY ADMINISTRATOR

  
\_\_\_\_\_  
BRODY LORDA  
HNSA HUMAN RESOURCES MANAGER

  
\_\_\_\_\_  
LESLIE LINDBO  
DIRECTOR, PLANNING, BUILDING  
AND ENVIRONMENTAL HEALTH  
DIVISION

MANAGEMENT ASSOCIATION

  
\_\_\_\_\_  
RAFAEL RUANO  
LABOR REPRESENTATIVE  
GOYETTE & ASSOCIATES

  
\_\_\_\_\_  
AARON BOHRER  
PRESIDENT

  
\_\_\_\_\_  
JOAN BEESLEY  
BOARD MEMBER

  
\_\_\_\_\_  
TANYA PROVENCHER  
BOARD MEMBER

  
\_\_\_\_\_  
RAMIN YAZDANI  
BOARD MEMBER

Approved by Final Determination of the Board of Supervisors of the County of Yolo this 27th day of June, 2017.

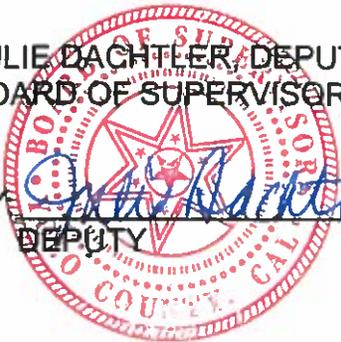
COUNTY OF YOLO, a political subdivision of the State of California.

BY:   
DUANE CHAMBERLAIN, CHAIR  
YOLO COUNTY BOARD OF  
SUPERVISORS

ATTEST:

JULIE DACTLER, DEPUTY  
BOARD OF SUPERVISORS

BY:   
DEPUTY



APPROVED AS TO FORM:

PHILIP J. POGLEDICH  
COUNTY COUNSEL

BY:   
DEPUTY

## APPLICABLE COUNTY CODE PROVISIONS

### Sections:

<b>2-6.01</b>	Title and scope
<b>2-6.02</b>	Definitions
<b>2-6.07</b>	Competitive examinations: Eligible list
<b>2-6.08</b>	Salaries: Pay periods
<b>2-6.09</b>	Salaries: Method of computation
<b>2-6.11</b>	Salaries: Newly-appointed employees
<b>2-6.13</b>	Salaries: Extra help employees
<b>2-6.13.5</b>	Salaries: Provisional employees
<b>2-6.14</b>	Salaries: Merit step increases
<b>2-6.15</b>	Salaries: Promotions
<b>2-6.16</b>	Salaries: Demotions
<b>2-6.17</b>	Salaries: Transfers
<b>2-6.18</b>	Salaries: Range changes
<b>2-6.19</b>	Salaries: Reclassifications
<b>2-6.20</b>	Salaries: Adjustments by Board
<b>2-6.23</b>	Additional compensation
<b>2-6.24</b>	Mileage and travel allowances
<b>2-6.24.1</b>	Certain expenses
<b>2-6.25</b>	Appointments
<b>2-6.26</b>	Appointments: Procedure
<b>2-6.27</b>	Appointments: Limited term
<b>2-6.27.2</b>	Appointments: Provisional
<b>2-6.27.5</b>	Appointments: Temporary employees
<b>2-6.28</b>	Appointments: Extra help
<b>2-6.28.1</b>	Appointments: Assumption of functions
<b>2-6.28.2</b>	Appointments: Former employees
<b>2-6.28.5</b>	Part-time employment
<b>2-6.30</b>	Ineligibility for employment
<b>2-6.30.1</b>	False statements or omitted information: Ineligibility for employment
<b>2-6.31</b>	Probation period
<b>2-6.32</b>	Employee performance evaluation reports
<b>2-6.33</b>	Workweek
<b>2-6.33.1</b>	Alternative work schedules
<b>2-6.33.2</b>	Job sharing
<b>2-6.36.2</b>	Maternity leave: Adoptive parent leave
<b>2-6.37</b>	Leaves of absence without pay
<b>2-6.38</b>	Leaves of absence with pay

<b>2-6.38.1</b>	Educational and training assignments
<b>2-6.39</b>	Military leave
<b>2-6.40</b>	On the job injuries and illnesses
<b>2-6.41</b>	Reassignment due to physical condition
<b>2-6.42</b>	Jury duty: Court appearances
<b>2-6.43</b>	Employment schedule for living-in positions
<b>2-6.44</b>	Nepotism: Action regarding relatives
<b>2-6.44.1</b>	Former employees of Yolo-Solano Air Pollution Control District
<b>2-6.45</b>	Political activities
<b>2-6.46</b>	Classification plan
<b>2-6.46.1</b>	Authorized position resolution
<b>2-6.48</b>	Termination of employment: Resignation