

# **Memorandum of Understanding**

**COUNTY OF YOLO**

**AND**

**YOLO COUNTY PROBATION ASSOCIATION**

**July 1, 2017 through June 30, 2021**

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# MEMORANDUM OF UNDERSTANDING PROBATION UNIT

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

## PREAMBLE

It is the purpose of this Memorandum of Understanding (MOU) to achieve and maintain harmonious relations between the County and the Association, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours, and other conditions of employment.

## ARTICLE 1 RECOGNITION

### 1.1 Exclusive Representative.

The County recognizes the Association as the exclusive bargaining agent for all County employees working in the following classifications:

- 1) Detention Officer I
- 2) Probation Officer I
- 3) Detention Officer II
- 4) Probation Officer II
- 5) Senior Detention Officer
- 6) Senior Probation Officer

### 1.2 New Positions.

As necessary, representatives of the County and the Association shall discuss assigning any newly created classifications to a bargaining unit. Such assignments shall be by mutual agreement. If the parties fail to agree, the issue shall be resolved in accordance with the Employer-Employee Organization Relations Resolution.

### 1.3 Definitions.

- 1.3.1 **Appointing Authority** shall mean the County Board of Supervisors, a Department Head, and/or a designee.

- 1.3.2 **Employee** shall mean an employee in the bargaining unit represented by the Association.
- 1.3.3 **Day(s)** shall mean calendar day(s) unless otherwise specified.
- 1.3.4 **Regular hours** shall mean that time assigned or worked, including paid time off but not including overtime.
- 1.3.5 **Year** shall mean fiscal year unless otherwise specified.

**ARTICLE 2  
ASSOCIATION RIGHTS**

2.1 Employee Contact.

The Association representative of the Yolo County Probation Association shall have the right to contact individual employees working within the representation unit on matters of Association business providing such contact does not unduly interfere with the work of the employee or the County. When contact is made at the work site of the employee during normal business hours, it shall be after prior approval of the employee's supervisor. Such approval shall not be unreasonably denied.

2.2 Meetings.

2.2.1 Any authorized representative of the Association shall be permitted to conduct employee meetings on matters within the scope of representation, in County facilities, before and after shifts and during meal periods providing that reasonable notice is given to the Department Head or designee in advance and facilities are reserved as set forth in Section 2.2.2.

2.2.2 The Association shall have use of County facilities for meetings of off duty employees and the Association, provided that the Association has requested the facility reasonably in advance of the meeting and has received approval of use from the department in charge of the facility on the same basis as other organizations.

2.3 Communications.

2.3.1 The Association shall have the right to reasonable use of space on County bulletin boards and the County interdepartmental mail system within the standards set forth by the courts. The Association shall have use of the County telephone system to communicate with departmental employees provided that the Association pays all costs of such use. Such use shall not extend to any special features of the County's voice mail system and shall not extend to the

County's electronic mail system. Use of the County's electronic mail system shall be limited to communications between the County and the Association on matters directly related to individual issues.

2.3.2 Any use of the County's interdepartmental mail system by any person for official service or notification is done at the sender's risk of non-receipt by the addressee, in which event such service or notification shall not be effective.

2.4 Release Time.

The Association shall have a cumulative total of two hundred (200) hours of release time off during the term of this MOU 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 two hundred (200) 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.

2.5 Exclusive Rights.

The County recognizes the exclusive right of the Association to represent members of the bargaining unit on all matters relating to employment conditions and employer-employee relations subject to the employee's right of self-representation pursuant to Government Code Section 3503.

2.6 Grievance Processing.

Employee representatives may investigate and process formal grievances filed by employees.

2.7 Check Off.

2.7.1 The Association shall have the sole and exclusive right to have membership dues or Service Fees deducted from the pay of employees covered by this MOU.

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

2.8 Agency Shop.

2.8.1 All employees in the probation bargaining unit, excluding extra-help employees, are required to join the Association or have deducted from their pay an Agency Shop Service Fee (Service Fee) as set forth in 2.10.

2.8.1.1 Any employee who on March 27, 2011 is an Association member with payroll deduction of Association dues shall remain on payroll deduction for such dues for the term of this MOU.

2.8.1.2 Employees wishing to change from Association dues deduction to Service Fee may do so by giving written notice to the Association during the thirty (30) day period immediately prior to the expiration of this MOU.

2.8.1.3 New employees who have not authorized payroll deduction of Association dues shall be required to pay the Service Fee at the beginning of the payroll period that is closest to sixty (60) days after date of hire.

2.9 Service Fee.

2.9.1 The Service Fee for each calendar year shall be established at a percentage of the Association's periodic dues by January 30 of each calendar year.

2.9.2 Religious Objection - Any employee otherwise required to pay a Service Fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization. As a contractual obligation, such an employee shall be required, in lieu of the Service Fee, to pay a sum equal to the Service Fee otherwise payable under this section to a nonreligious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 5010(c)(3). Upon request of the Association, such employee shall be required to submit to the Association proof of payment of the in-lieu-of Service Fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

- 1) Firefighters Burn Institute
- 2) March of Dimes
- 3) The United Way

Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Association, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all the requirements for claiming the religious exemption. The County will not be required to provide payroll deduction services for contributions made to the organizations listed above in lieu of Service Fees.

2.10 Disclosure and Reporting.

2.10.1 The Association shall keep an adequate itemized record of its financial transactions and shall, upon request by the County and/or the employees covered by this section, provide a copy of its annual financial report, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Association, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this MOU, or if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the County and/or the employees with a copy of such financial reports.

2.10.2 During any period of time for which the appropriate reporting forms have not been filed, the Agency Shop (or Service Fee) language shall become null and void effective following thirty (30) days written notice to the Association. At the beginning of the month following receipt of all information required by this paragraph, the Service Fee shall be reinstated until the end of the stated term of this MOU. No retroactive application of dues or Service Fees shall be allowed.

2.11 Hold Harmless.

The Association shall promptly refund to the County any amounts paid to the Association in error under this Section. The Association expressly agrees to indemnify and hold the County, its officers, agents and employees harmless from any and all claims, demands, costs (including any costs incurred by the County in defense of a lawsuit), attorney' s fees, expenses, damages or other monetary losses arising out of or in any way connected with the administration of the Maintenance of Membership provision. This hold harmless and indemnity agreement shall include but not be limited to legal actions of any sort or nature against the County based upon or related to this Section, including but not limited to actions by employees or former employees.

2.12 Duty of Fair Representation.

The Association shall accord fair representation in all matters to all employees in the unit without regard to whether the particular employee is a member of the Association. The duty of fair representation shall include but not be limited to all matters related to collective bargaining, discipline, contract administration and grievance processing.

2.13 Change of Law.

In the event there is a change of law whereby any provision contained herein becomes invalid, or for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be amended to comply with the change or decision in question.

2.14 Reimbursement.

The Association shall reimburse County for the cost of processing dues deductions, Service Fees and insurance premiums, not to exceed fifteen cents (\$.15) per bargaining unit member per month.

2.15 Discrimination.

The County agrees not to discriminate against any employee for his/her activity on behalf of or for his/her membership in the Association provided, however, such activity is conducted in accordance with this MOU. This shall not affect the right of the County to discipline employees for cause in accordance with the County Code and this MOU. It is understood that County employees are accountable first and foremost for their duties of employment, and Association activities are not to interfere with the carrying out of those obligations.

2.16 Public Safety Officers Procedural Bill of Rights Act

The parties recognize the minimum rights and remedies afforded to public safety officers by the Public Safety Officers Procedural Bill of Rights Act (Gov. Code §§ 3300 et seq.) apply to the employees in the Probation Association, except as otherwise provided by law. Nothing in this agreement is intended to abrogate any right afforded to a public safety officer employee by the Act.

2.17 County will follow and abide by Government Code sections 3555-3559, during the duration each section is in full force and effect, including but not limited to:

2.17.1 County agrees to provide the exclusive representative with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the County, and home addresses of newly-hired employees within 30 days of initial hire or by the first pay period of the month following hire. The County also agrees to provide the exclusive representative with this information for all employees in the bargaining unit at least every 120 days, upon request.

2.17.2 County shall provide the exclusive representative with at least 10 days' notice in advance of a new employee orientation or other onboarding process, including the dates and times available for bargaining unit representative(s) to meet with new employees.

**ARTICLE 3  
MANAGEMENT RIGHTS**

3.1 Management Rights and Functions.

Except as otherwise specifically provided in this MOU, the County has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- 1) To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- 2) To manage all facilities and operations of the County including the methods, means and personnel by which the County operations are to be conducted.
- 3) To schedule working hours and assign work.
- 4) To establish, modify or change work schedules or standards.
- 5) To direct the working forces, including the right to hire, assign, promote, demote or transfer any employee.
- 6) To determine the location of all plants and facilities.
- 7) To determine the layout and the machinery, equipment or materials to be used.
- 8) To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- 9) To determine the size and composition of the working force.
- 10) To determine policy and procedures affecting the selection or training of employees.
- 11) To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.
- 12) To control and determine the use and location of County property, material, machinery or equipment.
- 13) To schedule the operation of and to determine the number and duration of shifts.
- 14) To determine safety, health and property protection measures within the extent of the law.
- 15) To transfer work from one job to another or from one site, department, or unit to another.
- 16) To introduce new, improved or different methods of operations, or to change existing methods.
- 17) To lay off employees from duty for lack of work, lack of funds and operational reasons.
- 18) To reprimand, suspend, discharge or otherwise discipline employees.
- 19) To establish, modify, determine or eliminate job classifications; create new classifications and after notice to the Association and discussion, if requested, determine the initial salary range.
- 20) To promulgate, modify and enforce work and safety rules and regulations.
- 21) To take such other and further action as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- 22) To temporarily furlough employees without pay for budgetary reasons.

## **ARTICLE 4 EMPLOYEE RIGHTS**

### **4.1 Personnel Files.**

4.1.1 The County accepts responsibility for maintaining confidentiality and physical security of peace officer personnel files. Every employee has the right to review his or her personnel files pursuant to the Public Safety Officers Procedural Bill of Rights Act, (Gov. Code §3306.5).

4.1.2 Human Resources shall maintain the official personnel file for each employee. A site file also may be maintained within the employee's department. There shall be no other personnel files maintained.

4.1.3 No employee shall have any comment adverse to his or her interest entered in his or her personnel file, or any other file used for any personnel purposes by County, without the employee having first read and signed the document containing the adverse comment indicating he or she is aware of such comment, except that such entry may be made if after reading the document the employee refuses to sign it. Should an employee refuse to sign, that fact shall be noted on that document and signed or initialed by such employee.

4.1.4 An employee may grieve the placement of any material into his/her official personnel file. Such a grievance, if brought, may only be pursued through Level 3 of the formal grievance procedure. This section shall not apply to any material for which there exists a separate avenue of appeal, including performance evaluations.

4.1.5 Nothing in this article shall be construed to limit supervisory/management employees from maintaining desk notes, communication and/or caseload files which may be related to employee performance. Any such materials shall be subject to Section 4.1.3 above.

### **4.2 Performance Evaluation.**

4.2.1 Employees shall be evaluated in accordance with personnel rules and regulations adopted by the County. Probationary employees are expected to be evaluated every three (3) months and non-probationary employees annually. Nothing shall preclude special evaluations for purposes of monitoring performance improvement or to support off-cycle step advancement or promotion.

4.2.2 To be considered timely, non-probationary annual evaluations are expected to be completed no earlier than thirty (30) days prior to the employee's anniversary date and no later than one week following the anniversary date. Should an employee's anniversary date be overlooked or an evaluation be late, and the employee is recommended for the merit step increase, the County payroll office on the following month's payroll shall compensate the employee for the additional salary he/she would have received, dating from his/her anniversary date.

4.2.3 Evaluations shall include narrative remarks to support the overall rating. A copy of the evaluation shall be provided to the employee at the time of the evaluation review.

4.2.4 Employees who receive an overall rating of "Improvement Expected/Required" shall have included with their evaluations:

- 1) A clear statement of the problem, to include specifics and evidence of prior counseling, if any;
- 2) Suggested remedial action; and
- 3) A suggested time frame for improvement.

Evaluations that recommend rejection from probation, need not comply with this section. Evaluations that recommend termination need not include 2) and 3) above.

4.2.5 An employee may rebut his or her performance evaluation in writing within ten (10) days of receipt of the final evaluation. Nothing in this section shall abrogate an employee's rights in section 4.1.3.

4.2.6 Where a merit step increase is delayed or denied because of an overall rating of "Improvement Expected/Required" on a timely performance evaluation, the denial of the merit step increase shall be able to be grieved to the Department Head in accordance with the grievance procedures set forth in this MOU. In no event, however, shall the delay or denial of a merit step increase be appealable beyond Formal Level 3.

#### 4.3 Conflict of Interest and Disclosure Statements.

Each bargaining unit employee who is affected shall be furnished with a copy of the conflict of interest code adopted by the department in which the employee serves. The County shall see that the County Clerk maintains forms for statements required of bargaining unit employees by the conflict of interest provisions of the Political Reform Act of 1974 and any applicable conflict of interest codes adopted by the Board of Supervisors.

#### 4.4 Seniority.

4.4.1 Seniority for all purposes under this MOU excepting layoff, shift bidding, non-promotional lateral assignments and voluntary overtime signups shall mean the length of continuous county service calculated from the most recent date of hire into a regular position. This shall not include time worked as an extra-help employee. Seniority for purposes of shift bidding, non-promotional lateral assignments and voluntary overtime signups shall be determined by time in class. Continuous county service will be used to break ties.

- 4.4.2 Seniority among equally qualified employees shall be used in the bidding for shifts, assignments, and voluntary overtime. Equally qualified shall be determined on the basis of gender, experience, and/or training requirements for the position(s) being bid. Staff shall be required to rotate to an alternate shift after two (2) sequential rotations on the same shift. There shall be a minimum of twelve (12) months between serving on the same shift following rotation.
- 4.4.3 Authorization for pre-scheduled leave time, with the exception of sick leave, shall be based on the date of request with seniority used to break ties.

**ARTICLE 5  
WORK HOURS**

- 5.1 Standard Work Week.
  - 5.1.1 The standard work week for all employees covered by this MOU shall consist of forty (40) hours during seven (7) consecutive days. The pay period shall end at 12:00 midnight on each second Saturday except for any department in which midnight falls within a shift. The pay period for such departments shall end at the beginning of the next shift after midnight. The payment of salaries shall normally be made on the Friday following the end of the pay period.
  - 5.1.2 The standard work day for all full time employees covered by this MOU shall consist of eight (8) hours.
- 5.2 Alternative Work Schedules.
  - 5.2.1 A Department Head may, with prior approval of the County Administrative Officer, establish alternative work schedules for employees of his/her department. Eligibility, participation in and implementation of any such work schedules shall be at the sole discretion of the Department Head.
  - 5.2.2 Any employee or group of employees desiring an alternative schedule may request, in writing, that the department establish such a schedule. Such a request shall be considered by the Department Head, but shall not require the establishment of or assignment to such a shift. The Department Head shall have ten (10) working days to notify the employee or group of employees of his/her decision in writing with the reasons for the decision explained.
  - 5.2.3 For purposes of this section, alternative work schedules shall include, but not be limited to:
    - 5.2.3.1 4/10 Schedule: A biweekly work schedule consisting of eighty (80) hours of work scheduled for eight (8) workdays consisting of ten (10)

hours scheduled on each workday and no more than forty (40) hours of work scheduled per week.

- 5.2.3.2 Flex Time Schedule - A weekly work schedule consisting of forty (40) hours of work during five (5) work days at other than traditionally scheduled hours for the assigned shift.
- 5.2.3.3 9/80 Schedule - A biweekly work schedule consisting of eighty (80) hours of work in nine (9) work days, and with no more than nine (9) hours scheduled on any work day. Such a schedule shall require designation of a work week which starts and ends at noon on Mondays or noon on Fridays for employees on such schedule and shall involve forty (40) regular hours worked in such a designated week.
- 5.2.3.4 12/12 schedule: a biweekly work schedule consisting of eighty (80) hours of work scheduled for six (6) workdays consisting of twelve (12) hours per workday and one (1) workday consisting of eight (8) hours. The fourteen (14) day work period shall require designation of a work week which starts and ends at noon on Sunday.
- 5.2.3.5 Other schedules approved by the CAO and the Board of Supervisors.

5.2.4 Alternative work schedules for one or more employees may be discontinued at the sole discretion of the Department Head upon ten (10) days written notice to the affected employees(s). Any proposed termination of such schedule shall be appealable to the Director of Human Resources or his/her designee within five (5) days of notification of its termination. The Director of Human Resources' decision shall be final.

### 5.3 Meal Periods.

5.3.1 Except in unusual circumstances, when working a shift scheduled to be six (6) or more hours, an employee shall be granted a duty-free, unpaid meal period of up to sixty (60) minutes at or near the midpoint of the shift. However, when an employee is assigned to the Juvenile Detention Facility, the nature of the employee's work prevents him or her from being relieved of all duties and requires the employee to remain on-duty during meal periods; such time shall be included as time worked.

5.3.2 An employee may arrange to have a shorter meal period by obtaining prior approval of the Department Head or designee.

5.3.3 After each four (4) hour segment of overtime worked, an employee shall be granted a thirty (30) minute duty-free, unpaid meal period.

### 5.4 Rest Periods.

5.4.1 In each four (4) hour segment of work, an employee shall be entitled to a paid rest period of fifteen (15) minutes as delineated in section 5.4.3. Notwithstanding the foregoing, when working a shift scheduled to be six (6) hours or less, an employee shall be granted at least one (1) fifteen (15) minute paid rest period.

After each two (2) hour segment of overtime, an employee shall be granted a fifteen (15) minute paid rest period.

5.4.2 Rest periods shall be considered time worked. Rest periods shall not be used to delay starting times, lengthen meal periods or advance quitting times unless the employee is prevented by the supervisor from taking the rest period. Employees will be provided rest periods as soon as practicable at or near the midpoint of each two hour segment identified in section 5.4.3.

5.4.3 Employees who work the morning shift (0600-1400) shall be provided a first rest period between 0700-0900 and a second rest period between 1100-1300. Employees who work the swing shift (1400-2200) shall be provided a first rest period between 1600-1800 and a second rest period between 1900-2100. Employees who work the mid-shift (2200-0600) shall be provided a first rest period between 0000-0200 and a second rest period between 0300-0500.

The only circumstances in which deviation from the rest period schedule described in this section is allowed are Code 3, medical emergency (staff or youth), hospital coverage or unanticipated absences due to an actual emergency, in circumstances where no staff is reasonably available to provide break relief. In such circumstances rest periods shall be given as soon as practicable.

## 5.5 Shift Differential.

5.5.1 Employees who work an assigned eight (8) hour shift which includes four (4) or more hours between 6 p.m. and 11 p.m.; who work an assigned eight (8) hour shift which includes four (4) or more hours between 11 p.m. and 6 a.m.; and employees who work a twelve (12) hour shift which includes the hours between 6 p.m. and 6 a.m. are eligible for a shift differential of one dollar and fifty cents (\$1.50) per hour for the entire shift.

5.5.2 Employees shall be eligible for shift differential pay for overtime work.

5.5.3 Employees working on a day shift shall not be entitled to shift differential even in cases where the working of overtime extends the work day beyond 6:00 p.m.

5.5.4 Shift differential shall be paid only for time worked. No employee shall receive shift differential pay while on paid leave or as in lieu of holiday pay.

## 5.6 Overtime.

5.6.1 Except as provided below, all hours actually worked in excess of the standard forty (40) hour work week by a non-exempt employee shall be paid at the overtime rate (one and one-half (1 1/2) times), in accordance with the Fair Labor Standards Act (FLSA). All paid time for hours not actually worked (e.g., sick leave, vacation, comp time, etc.) shall not count toward the forty (40) hour threshold for overtime. For employees assigned to a 12/12 schedule, all hours actually worked in excess of eighty (80) hours in a fourteen

(14) -day work period shall be compensated at the overtime rate (one and one-half (1 1/2) times), in accordance with the Fair Labor Standards Act (FLSA). All paid time for hours not actually worked (e.g., sick leave, vacation, comp time, etc.) shall not count toward the eighty (80) hour threshold for overtime.

- 5.6.2 If an employee is required to work during his/her lunch period, such time shall be included as time worked.
- 5.6.3 All hours worked on an employee's regularly scheduled day off shall be paid at the overtime rate of one and one-half (1 1/2) provided the overtime was authorized in advance by the supervisor in writing, or the employee was directed to work overtime.
- 5.6.4 All hours worked on a County-observed holiday shall be paid at the overtime rate of one and one-half (1 1/2).
- 5.6.5 An employee's work schedule may be changed during the same work week only when:
  - 5.6.5.1 The Department Head has determined there is an emergency that dictates a temporary change in order to meet mandated coverage requirements;
  - 5.6.5.2 The employee is participating in prescheduled training and has been notified not less than fifteen (15) days in advance of the change; or
  - 5.6.5.3 The employee requests and is granted the change.
- 5.6.6 Overtime hours worked may be compensated with compensatory time off at a rate of one and one-half (1 1/2) times the number of assigned overtime hours worked, except as provided for in Section 5.6.1 above. No more than one hundred sixty (160) hours of compensatory time shall be accumulated. All overtime hours worked after one hundred sixty (160) hours of compensatory time have been accumulated shall be compensated as paid overtime. An employee who promotes to a supervisory or management position or transfers to another county department shall have his/her compensatory time balance paid in full prior to promotion or transfer.
- 5.6.7 Within the requirements of the Fair Labor Standards Act (FLSA) compensatory time off may only be taken upon the prior approval of the Department Head or his/her designee.
- 5.6.8 Accrued compensatory time shall be paid when an employee leaves County employment.
- 5.6.9 The County shall notify employees of the need for overtime to be performed as early in advance as possible.
- 5.6.10 Overtime shall be distributed as equitably as possible among equally qualified bargaining unit employees.

- 5.6.10.1 Where the availability of overtime is known at least ten (10) days in advance of its occurrence, such overtime shall be posted and employees shall have three (3) days to sign up for the available overtime.
- 5.6.10.2 Where two (2) or more equally qualified employees sign up for the same overtime, assignment of the overtime shall be made on the basis of seniority.
- 5.6.10.3 Where no employee signs up or the overtime is not known at least ten (10) days in advance, assignment of the overtime shall be made on the basis of reverse seniority from a continuous rotation list that is refreshed with the addition or deletion of employees.
- 5.6.10.4 Employees shall not be mandated for more than two overtime shifts per workweek, unless overtime is necessitated by unanticipated absences in circumstances where no other staff is reasonably available, Code 3, medical emergency (staff and youth) and hospital coverage. Nothing in this section shall prohibit or restrict an employee from voluntarily working consecutive overtime shifts.

5.6.11 In accordance with the overtime provisions above, employees required to appear in court in a duty-related capacity during their regularly scheduled off duty time shall be credited with a minimum of three (3) hours worked or the actual work hours of the appearance, whichever is longer. Upon supervisory approval, this time may be compensated with compensatory time off in accordance with section 5.6.6. The provisions of this section shall apply to time when an employee is required to work for the sole purpose of appearing in court during his/her regularly scheduled off duty hours in a duty-related capacity. Work hours spent in court that are contiguous to a scheduled shift shall be compensated at the overtime rate (one and one-half (1 ½) times) in accordance with the Fair Labor Standards Act (FLSA).

5.7 Call Back.

5.7.1 When an employee is called back to work after he/she has completed an assigned shift and left the worksite, the employee shall be credited for two (2) hours of work, plus any and all time worked in excess of two (2) hours in which the employee is continuously engaged in assigned work. There shall be no overlapping minimums.

5.7.2 Call back time shall be paid at one and one-half (1 1/2) times the regular rate of pay.

5.7.3 Time worked, for which the employee is entitled to compensation, shall include reasonable travel to and from the employee's residence up to a maximum of thirty (30) minutes each way via the shortest commonly traveled route.

5.8 Standby Duty.

5.8.1 When an employee is assigned standby duty, the County shall inform the employee of the dates and hours of such assignment at least one (1) month in advance, except in unforeseen circumstances.

5.8.2 Employees on standby duty shall be paid at the rate of three dollars (\$3.00) per hour for all hours so assigned.

5.8.3 Standby duty requires the employee so assigned:

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

5.8.3.2 To be reachable by telephone or other electronic device;

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

5.8.3.4 To refrain from activities that might impair his/her ability to perform assigned duties.

5.8.4 Standby duty shall be assigned on a rotational basis in order of seniority. An employee may waive his/her standby duty one (1) time and such assignment shall pass to the next available employee in rotation. Newly-hired employees shall be added to the rotation on an ongoing basis once they have satisfied the probationary period.

5.8.5 Payment for simultaneous standby and any other time actually worked shall not be authorized.

5.9 Extra Help Employees.

Extra help employees are not covered by this MOU.

5.10 Limited Term Employees.

Regular employees who are assigned to limited term positions involuntarily at the direction of the Department Head shall retain status in their former positions. Regular employees who voluntarily transfer, promote, or reduce to limited term position may, at the discretion of the Department Head, retain status in their former positions. The Department Head shall note such authorization to return to their former status in writing prior to the date of transfer, promotion, or reduction. All regular employees who voluntarily transfer, promote, or reduce to a limited term employee shall be handed a printed copy of this section prior to appointment.

5.11 Part-time Employment.

All non extra-help, part-time employees who are filling an authorized position of at least twenty (20) hours a week but less than forty (40) hours per week, shall be considered part-time and represented by this unit.

5.12 Benefits.

All benefits that apply to regular full-time employees in this unit shall apply to part-time employees in this unit and shall be pro-rated according to part-time hours worked.

5.13 Work Hours - Release Time.

Any time an employee is on paid release time and the reason for that release time terminates during working hours, the employee shall immediately return to his/her normal worksite and resume work unless otherwise directed by his/her manager/supervisor.

**ARTICLE 6  
LEAVES**

6.1 Sick Leaves.

6.1.1 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.

6.1.2 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.

6.1.3 Sick leave shall be credited as of the end of each bi-weekly pay period.

6.1.4 All unused sick leave may be carried forward into each ensuing year.

6.1.5 Sick Leave Approval.

6.1.5.1 Upon the employee's return to work after an absence qualifying for sick leave, the employee must complete and sign an absence request form and have it approved by his/her Department Head.

6.1.5.2 The County may require employees to furnish a medical practitioner's certificate where specified in this Agreement or as allowed by law.

6.1.5.3 The County and the Association, 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 medical practitioner's certificate for sick leave absences. The parties agree that such means shall not be used to harass or intimidate employees or discourage the appropriate use of sick leave.

6.1.5.4 Employees suspected of abusing sick leave shall receive a Memorandum of Counseling from their immediate supervisor prior to being placed on sick leave verification pursuant to the above section.

#### 6.1.6 Authorized Uses.

Sick leave may be authorized for:

6.1.6.1 An absence necessitated by employee's personal illness or injury, diagnosis, care or treatment of an existing health condition of, or preventive care for, an employee.

6.1.6.2 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.

6.1.6.3 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.

#### 6.1.7 Sick Leave Not Authorized.

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

6.1.7.1 Disability arising from willful misconduct as demonstrated through the disciplinary process.

6.1.7.2 Sickness or disability sustained while on a non-medical leave of absence without pay.

6.1.7.3 Inability to work because of illness due to intemperance or substance abuse unless the employee is participating in a treatment program.

#### 6.2 Schedule Adjustments.

At the discretion of the appointing authority, an employee may be allowed to work back an absence of four (4) hours or fewer within the same work week so long as

such hours do not result in overtime. Whenever possible, the employee shall request the schedule adjustment in advance of the absence.

6.3 Employee Option.

6.3.1 Any unit employee who is off work on a leave to which the County by law may apply the employee's leave balances may choose the allowable accrued leave balance to be applied to the leave period.

6.4 Sick Leave Payoff.

6.4.1 Upon retirement or death, an employee's accumulated sick leave shall be credited toward retirement in accordance with the County's contract with CalPERS, to the extent allowed by such agreement.

6.4.2 All other rights of an employee to sick leave with pay shall be canceled upon his/her separation from the County. However, if an employee is laid off and is reinstated or reemployed within six (6) months from the date of layoff, he/she shall be credited with sick leave equal to the amount of unused sick leave which he/she had earned prior to his/her separation.

6.5 Bereavement Leave.

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

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

6.5.3 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.

6.5.4 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.

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

6.6 Pregnancy Leave.

- 6.6.1 A pregnant employee shall furnish her Department Head, no later than the fourth (4<sup>th</sup>) month of pregnancy, a statement from the attending physician which indicates the anticipated date of delivery and the opinion of the physician as to her ability to perform her normal work assignment.
- 6.6.2 A pregnant employee shall be permitted to work as long as, and return to work when, she is able to safely perform the duties of her position as recommended by her attending physician.
- 6.6.3 A pregnant employee is entitled to a pregnancy leave of up to sixteen (16) weeks, the dates of which shall be mutually agreed by the employee and the Department Head. Such an employee may take accrued vacation or compensatory time or sick leave, where applicable, during pregnancy leave. Where an employee exhausts paid vacation, compensatory time, and if applicable sick leave, she will be granted unpaid leave.
- 6.6.4 Pregnancy leave beyond sixteen (16) weeks shall be granted to an employee if such time off is recommended by her attending physician, not to exceed an aggregate of five (5) months. Additional leave without pay may be granted, upon request, as provided elsewhere in this MOU.
- 6.6.5 An employee granted leave under this section shall, where possible, be returned to the same classification and department, geographical location and shift.
- 6.6.6 An adoptive parent may be granted up to twelve (12) weeks of parental leave at the discretion of Department Head. Such employee may use accrued vacation or compensatory time during such leave. Any time not covered by vacation or compensatory time shall be unpaid leave.
- 6.7 Paternity Leave.

Male employees shall be permitted up to five (5) shifts of sick leave for the purpose of caring for a mother who is about to or has given birth to his child if such leave is within three (3) days of birth.
- 6.8 Military Leave.
  - 6.8.1 The County shall grant Military Leave in accordance with the California Military and Veterans Code.
  - 6.8.2 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.

6.9 Jury Duty.

6.9.1 The County encourages employees to participate in their civic responsibilities such as jury duty. If an employee receives a jury duty questionnaire or interview request, he/she shall advise his/her supervisor who will assess the effect of the absence on the department's workload and goals. If the supervisor determines that the absence would have an adverse effect on the department, this fact will be documented. Court officials may then be requested by the County to grant a deferral of jury duty until the absence would be more favorable to the department.

6.9.2 A regular employee summoned for attendance to any court for jury duty or called as a witness or defendant in any matter arising out of or in the course of his/her County employment shall be released from duty for the duration of the required court appearance and shall count as time worked without loss of pay or benefits, provided he/she deposits with the County Treasurer the fees for such service, exclusive of mileage, within five (5) days of receipt. Failing to do so, unless circumstances preclude such action, the employee's time shall be charged as leave without pay. A regular employee who appears in court as a party or witness in a private matter shall not be entitled to receive his/her regular pay during such absence, but may use accrued vacation or compensatory time for this purpose.

6.9.3 In the event a night shift worker is called to court under Section 6.9.2 above, the following shall apply:

6.9.3.1 Swing or P.M. shift shall have release time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of pay or benefits.

6.9.3.2 Night or graveyard shall have release time on the shift following court attendance and the employee shall suffer no loss of pay or benefits.

6.9.4 Employees who are released from jury duty before the end of their regular shift shall immediately report back to work unless otherwise directed by their supervisor/manager.

6.10 Benefits.

No absence under any paid leave provision of this MOU shall be considered as a break in service for any employee who is in paid status and all applicable benefits accruing under the provisions of this MOU shall continue to accrue

during such absence. Likewise, furlough days shall not be considered as a break in service.

6.11 Approved Leave of Absence Without Pay.

- 6.11.1 Any regular employee may be granted an approved leave of absence without pay upon the recommendation of his/her Department Head and approval by the Director of Human Resources.
- 6.11.2 An employee on leave of absence without pay for more than one-half (1/2) of his/her normally scheduled work hours in a pay period can make arrangements for continued medical and dental insurance premium payments, but the employee will be required to pay both the County's and the employee's contribution.
- 6.11.3 Request for leave of absence without pay shall be made in writing to the Department Head and shall state specifically the reason for the request, the date the desired leave is to begin, and probable date of return. The Department Head shall respond within ten (10) days, recommending either granting or denying the request. If recommending denial, the Department Head shall state in writing the reasons for denial.
- 6.11.4 If the requested leave of absence without pay is for illness or disability, a medical statement covering diagnosis, prognosis, and expected date of return to duty shall be submitted with the request.
- 6.11.5 A leave of absence without pay may be for a period not to exceed one (1) year.
- 6.11.6 Extensions of leave approved for less than one (1) year may be granted upon the recommendation of the Department Head and approval by the County. If denial is recommended, the Department Head shall state in writing the reasons for recommending denial within ten (10) days of the request. If any employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice, which shall be not less than three (3) days prior to the anticipated date of return, to the Department Head and, if the leave was for medical causation, a release from the attending physician allowing the employee to return to full duty.
- 6.11.7 Failure to return to work at the expiration of a leave of absence shall be considered abandonment of position and a resignation. Such a resignation may be rescinded at the discretion of the County.
- 6.11.8 An employee on leave of absence without pay for more than forty (40) hours shall not be entitled to holidays or holiday pay for holidays during such leave. An employee returning from such unpaid leave must work both the regular work day before and the regular work day after a holiday in order to be paid for the holiday.

6.12 Continuing Education Leave.

6.12.1 All regular employees who are not serving a probationary period may be permitted up to forty (40) hours per year of paid leave of absence to attend any formal training or educational courses which are job related and designed to enhance an employee's job performance. These courses include but are not limited to professional affiliation conferences, workshops, and meetings.

6.12.2 An employee requesting continuing education leave must submit his/her request in writing to the Department Head at least thirty (30) days prior to the date being requested. The Department Head shall inform the employee in writing within ten (10) days whether the request has been approved or denied. If denied, the reasons for denial shall be included. If, in the opinion of the employee, a request for educational leave is unreasonably denied, it may be appealed to the Director of Human Resources.

6.12.3 Employees shall be granted paid leave for all time spent in successful completion of State mandated training required to maintain an employee's license and/or certificates required to serve in their classification subject to the provisions of Section 6.12.2.

6.13 Vacation.

6.13.1 Accrual

6.13.1.1 All regular full-time and part-time employees shall be entitled to paid vacation according to the schedule in Section 6.13.2.

6.13.1.2 Vacation time accrual shall be based on regular hours paid. All overtime hours shall be excluded for vacation accrual purposes.

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

6.13.1.4 After completion of thirteen (13) biweekly periods of employment, an employee who is absent in any biweekly pay period shall earn vacation on the basis of the time in paid status during the pay period.

6.13.2 Schedule of Accrual

At the end of thirteen (13) bi-weekly pay periods, employees shall be granted forty (40) hours vacation or, if part-time, a pro-rated share according to the part-time hours scheduled to be worked.

For employees hired prior to July 1, 2014, accrual (in hours) shall be as follows:

	Pay Period	Reg Hours Paid	Max/Yr
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 20 years	6.769	.0846	176
After 25 years	7.076	.0885	184

For employees hired on or after July 1, 2014, accrual (in hours) shall be as follows:

	Pay Period	Reg. Hours Paid	Max/Yr
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

#### 6.13.3 Vacation Time Credited

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

#### 6.13.4 Accumulation

6.13.4.1 For the term of this MOU, 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.

#### 6.13.5 Payoff

6.13.5.1 Upon 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.

#### 6.13.6 Scheduling

6.13.6.1 Vacation leave shall be taken upon approval of the Department Head, or his/her designee. Within fourteen (14) days after submission of a written request for vacation, the supervisor or manager shall give a written reply indicating approval or disapproval of the request.

6.13.6.2 When an employee has submitted a written request for vacation at least thirty (30) days in advance of the date(s) requested, said request

shall not be unreasonably denied, and if approved, can only be rescinded to meet unanticipated departmental needs of an immediate nature.

- 6.13.6.3 Employees who have accrued two hundred and eighty (280) 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.
- 6.13.6.4 Employees may be required to use accrued compensatory time before having vacation time off approved.

## 6.14 Holidays.

### 6.14.1 Regular Holidays

All bargaining unit employees who are in paid status or on furlough the normal work day before and after the below listed holidays shall be entitled to the following holidays with pay:

- 6.14.1.1 July 4 - Independence Day
- 6.14.1.2 Labor Day
- 6.14.1.3 Veterans Day - November 11
- 6.14.1.4 Thanksgiving Day
- 6.14.1.5 Day after Thanksgiving
- 6.14.1.6 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.]
- 6.14.1.7 Christmas Day
- 6.14.1.8 New Year's Day
- 6.14.1.9 Martin Luther King Jr. Day
- 6.14.1.10 President's Day
- 6.14.1.11 Memorial Day
- 6.14.1.12 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.

6.14.2 When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday, shall be deemed to be a holiday in lieu of the day observed for employees who are on a traditional Monday through Friday work schedule. When observance of Christmas Day or New Year's Day falls on a Friday, the four (4) hour holiday specified in Section 6.14.1.6 shall be observed on the preceding Thursday.

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

- 6.14.3.1 The actual listed holiday shall be the one observed by these employees.

- 6.14.3.2 If a holiday falls on the employee's day off, he/she shall be granted eight (8) hours accumulated holiday time.
- 6.14.3.3 If the employee is required to work on a holiday, such employee shall receive time and one-half compensation for hours worked in addition to eight (8) hours accumulated holiday time.

6.14.4 Employees shall submit their requests for the Christmas Eve or New Year's Eve holiday between November 1 and November 30 of each year. Approval for said requests shall be made in accordance with Section 4.4.2. If the employee does not select a holiday during the month of November, the supervisor shall assign one of the holidays to the employee.

6.15 Floating Holidays.

6.15.1 Full-time employees shall be credited with thirty-two (32) hours of floating holiday time on July 1 of each year. Full time employees hired after July 1 shall receive a pro-rated amount of floating holiday time from their initial date of hire.

6.15.2 A floating holiday shall be taken during the fiscal year and shall not accrue from one fiscal year to the next. Upon termination, an accrued but unused floating holiday shall be paid at a straight time rate.

6.15.3 Floating holiday time may be taken off during the fiscal year upon the prior approval of the appointing authority.

6.15.4 Part-time Employees

6.15.4.1 Regular part-time employees shall be entitled to holidays as listed in this article for their normally scheduled hours, provided they are scheduled to work those days.

6.15.4.2 Where a holiday falls on the regularly scheduled days off of a regular part-time employee, he/she shall be entitled to equivalent time off except that such time off shall be in direct proportion as his/her regularly assigned work hours bear to a regular full time work week.

6.15.4.3 Regular part-time employees shall be entitled to each floating holiday in direct proportion as his/her regularly assigned work week bears to full time employment.

6.16 Alternative Schedules.

6.16.1 Employees on an alternative work week schedule shall be entitled to eight (8) holiday hours for each of the above-listed holidays. They may choose to take any remaining hours which they would regularly work on such holiday on compensatory time, vacation, or leave of absence without pay. If feasible, the Department Head may allow such employees to work back such hours on an

our-for-hour basis during the same work week. In lieu of the above, the Department Head at his/her discretion may require a reversion to a 5/8 work schedule in any pay period which contains one or more holidays.

- 6.16.2 An alternative work week employee whose regularly scheduled day off falls on a holiday as set forth in this article shall be entitled to eight (8) hours off or eight (8) hours pay.
- 6.17 Furloughs.
- 6.17.1 The County reserves the right to temporarily furlough employees in case of financial hardship. The total number of furlough days in any one (1) fiscal year shall not exceed ninety-six (96) hours.
- 6.17.2 Furloughs are not layoffs and will not be subject to layoff provisions of this MOU or County Code.
- 6.17.3 The parties agree that furloughs shall not be used as a means of employee discipline.
- 6.17.4 Except in any emergency, County shall notice employees at least fifteen (15) days in advance of the first furlough day.
- 6.17.5 Furlough days shall be considered time in paid status for the purposes of:
  - 6.17.5.1 Accrual of benefits;
  - 6.17.5.2 Eligibility for holidays,
  - 6.17.5.3 Sick and vacation leaves;
  - 6.17.5.4 Health and welfare benefits;
  - 6.17.5.5 Service time toward merit increases;
  - 6.17.5.6 Completion of probation; and
  - 6.17.5.7 Seniority for the purposes of layoff.
- 6.17.6 Furlough days shall not be considered as calendar days for purposes of satisfying administrative or contract provisions.
- 6.17.7 Furloughs will only be instituted in this unit if an equivalent measure is to be applied to all other employees in regular positions over which the County has control.
- 6.17.8 It is the County's intent that any salary reduction as a result of a furlough will be implemented in such a manner as to minimize the negative impact on employees. This includes, upon imposition of a furlough, that the deduction of such salary reduction shall be made from each remaining pay period of the fiscal year on a pro-rata basis.
- 6.18 Job Abandonment.

- 6.18.1 All absences require notice to and approval by a supervisor. An employee who is absent without notice and without supervisory approval for five (5) consecutive work days shall not be paid for the period of absence and shall be considered to have abandoned his/her position and resigned.
- 6.18.2 The employee shall be notified of the proposed separation from employment by certified mail, return receipt requested, mailed to the last recorded address in the personnel file. Such notice shall contain a recommended date and time for a response meeting with the appointing authority or his/her designee.
- 6.19 Exhaustion of Available Leaves.

At the conclusion of all available leaves of absence, paid or unpaid, if the employee is not medically able to assume the duties of his/her current position, the employee shall be placed on a reemployment list for a period of six (6) months, if not placed in another position due to an accommodation of his/her permanent disability. When available, during the six (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) period, if he/she is unable to resume his/her duties, the employment relationship is severed.

## **ARTICLE 7 COMPENSATION**

- 7.1 Salary Schedule.

During the term of this MOU, salary adjustments for all Probation Unit classifications shall be as follows:
- 7.1.1 Retroactive to July 1, 2017, employees classified as Detention Officer I to Senior shall receive an equity adjustment of four percent (4%) to base salary and employees classified as Probation Officer I to Senior shall receive an equity adjustment of four percent (4%) to base salary.
- 7.1.2 Employees classified as Detention Officer I to Senior shall receive a 1% salary differential, effective the first full pay period following adoption of this agreement by the Board of Supervisors, and shall continue as long as the Department has in

effect a grant from the United States Office of Refugee & Resettlement for the housing of youth in federal custody (familarly known as ORR Program).

- 7.1.3 Effective the first day of the pay period including July 1, 2018, a two percent (2%) salary increase.
- 7.1. 4 Effective the first day of the pay period including July 1, 2019, a two percent (2%) salary increase.
- 7.1. 5 Effective the first day of the pay period including July 1, 2020, a two percent (2%) salary increase.
- 7.1.6 Effective with the first full pay period in August 2020, the County shall adjust the salary for unit members by classification to an amount which equals ninety-five percent (95%) of the average salary in benchmark agencies.

7.1.6.1 Benchmark agencies shall be classified as follows:

- Butte County
- El Dorado County
- Napa County
- Placer County
- Sacramento County
- San Joaquin County
- Solano County
- Yuba County
- Sutter County

7.1.6.2 All compensation costs which are fixed amounts shall be adjusted first. Next, all compensation costs which are a percentage of salary shall be adjusted simultaneously with the salary adjustment. The survey period shall include known increases as of July 1, 2020 for all agencies.

## 7.2 Public Employees' Retirement System (CalPERS).

- 7.2.1 Employees defined as "Classic Members" shall pay the entire share of their contribution to PERS up to nine percent (9%) of salary.
- 7.2.2 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.
- 7.2.3 "New Member" shall be as defined in Section 7522.04 of the California Government Code.

- 7.2.4 Employee contributions shall be made on a pretax basis as provided for under IRS Code Section 414(h).
- 7.2.5 Effective the first day of the pay period including July 1, 2015, salaries shall be increased two and one-half percent (2.5%) in exchange for the employee paying three (3) percent of the employers portion of the CalPERS retirement contribution.
- 7.2.6 The County shall continue to contract with CalPERS to provide the 3% @ 55 (safety retirement) benefit for employees in the classifications of Detention Officer I/II, Senior Detention Officer, Deputy Probation Officer I/II and Senior Probation Officer for employees hired on or before December 31, 2012.
- 7.2.7 Effective January 1, 2013, the County shall contract with PERS to create a second tier retirement for new hires. A new hire is any member brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any other California public retirement system. The second tier will be 2.7% @ 57 formula.
- 7.2.8 The parties agree to meet and confer over any changes to CalPERS retirement benefits that result in a reduction of benefits during the term of this Agreement.

7.3 Deductions.

All regular paychecks of employees in the bargaining unit shall be itemized to show all mandatory and voluntary deductions, overtime, holiday pay, additional wage premiums, sick leave and vacation recorded as of the date of issue.

7.4 Payroll Errors.

- 7.4.1 Any payroll error resulting in underpayment of wages shall be corrected within three (3) work days following notice to Human Resources.
- 7.4.2 Payroll errors must be brought to the attention of Human Resources as soon as they are discovered. In no event will retroactive payroll errors be corrected beyond the statute of limitations of the Fair Labor Standards Act.
- 7.4.3 For payroll errors resulting in overpayment of wages, employees shall reimburse the County through payroll deductions for the same number of pay periods in which the error occurred.

Upon mutual agreement, nothing precludes the County and an employee from agreeing to a longer or shorter reimbursement plan.

Should an employee separate from service before the overpayment is paid in full, the remaining balance shall be deducted from his/her final paycheck.

Employees may deduct accrued leave balances, with exception of sick leave, for purposes of reimbursement.

7.5 Payroll Adjustments.

Any payroll adjustments due an employee in the bargaining unit as a result of working out-of-class, recalculation of hours or other reasons except procedural errors shall be payable and included in accordance with the payroll cutoff date.

7.6 Lost Paychecks.

Per County Code Section 3-5.01, a payroll warrant is considered lost seven (7) days after the date of mailing. An employee with a lost payroll warrant shall be issued a replacement warrant within one work day of providing a signed Affidavit of Lost Warrant to Human Resources.

7.7 Salary on Status Change.

7.7.1 Salary on Transfer

Any employee who is transferred from one position to another in the same salary range shall be compensated at the same step in the salary range as previously received. The employee's salary anniversary date for further merit step advancement shall not change. A transfer does not change the employee's accrued hours of compensatory time, vacation, sick leave, or floating holiday.

7.7.2 Salary on Title Change

Any employee whose title has been changed to a title having the same salary range shall be compensated at the same step in the salary range. The employee's salary anniversary date for further merit step advancement shall not change.

7.7.3 Salary on Promotion

Any employee who is promoted to a position having a higher salary range than the position formerly occupied shall receive the minimum step in the new range (not exceeding Step 5/E unless the employee is currently receiving a longevity step), which most closely approximates a five percent (5%) increase. This change shall take effect as of the date the appointment becomes effective. Any employee who is eligible for merit step advancement in his/her present salary range shall receive such advancement first. The employee shall receive a new salary anniversary date upon appointment. Any employee who is promoted to the regular position he/she is holding as a provisional employee shall be appointed as of the date of the provisional appointment.

#### 7.7.4 Salary on Reclassification

The salary of an employee in a position which has been reclassified shall be determined as provided for in Article 9 Classification.

#### 7.7.5 Salary of Provisional Employees

Any regular employee who is appointed as a provisional employee to a position having a higher salary range shall receive the minimum step in the new range (not exceeding 5/E) which most closely approximates a five percent (5%) increase in compensation. If the employee is eligible for merit step advancement on the same day as the provisional appointment begins, the merit step shall be granted first. While a provisional employee, the employee shall not receive a new anniversary date. Upon appointment to the position, the employee will receive a new salary anniversary date beginning from the first of the month following the date the provisional appointment was made. Provisional appointees will be eligible to receive a merit step advancement after six (6) months of continuous full-time service in the position if appointed on the 1/A step; otherwise the eligibility shall be after twelve (12) months of continuous full-time service.

#### 7.7.6 Salary on Demotion

7.7.6.1 When an employee is demoted to a position having a lower salary range than the position from which he/she was demoted, the salary of the employee shall be reduced to the step in the new range which most closely approximates a five percent (5%) reduction. The employee shall receive a new anniversary date upon appointment.

7.7.6.2 When an employee voluntarily requests demotion to a position having a lower salary range than the position from which he/she requested demotion, the salary of the employee shall be reduced to the step that most closely approximates the salary of the step the employee held at the time he/she requested demotion.

#### 7.7.7 Salary on Range Change

Any employee who receives a range change to a higher salary range shall advance to the step in the new range corresponding to the step in the prior range. Any employee who is eligible for a merit step advancement in his/her present range shall receive such advancement first, if recommended by the Department Head and then shall be advanced in accordance with this section. The employee's salary anniversary date for further merit step advancement shall not change.

#### 7.7.8 Additional Compensation for Working Out of Class

- 7.7.8.1 Employees may be assigned to work out-of-class. Any regular employee who is assigned to a position having a higher salary range shall receive the minimum step (not exceeding step 5/E) in the new range which most closely approximates a five percent (5%) increase in compensation. Such assignments must be made in writing and require the performance of the full range of duties normally assigned to an incumbent of a higher class and be for a period of three (3) consecutive working days or more. Such assignments shall be limited to three (3) months; however, with mutual consent of the Association and the Director of Human Resources or his/her designee, such assignment may be extended beyond three (3) months.
- 7.7.8.2 Notwithstanding any other provision of this MOU, an employee shall not be entitled to out-of-class pay or credit for any period exceeding sixty (60) days before the date that a formal grievance expressly claiming such entitlement is presented in accordance with Article 12.
- 7.7.8.3 Notwithstanding the provisions above, it shall not be considered working-out-of-class when the voluntary work assignment in question is for the purposes of promotional training or the assignment is in conjunction with quality improvement teams. Training assignments anticipated to last for a period of one (1) month to six (6) months shall be announced and offered, in writing, to members of the department prior to the assignment being made. The announcement shall include the job specification, the time lines for applications, the selection process, and the contact person for the applications.

#### 7.7.9 Temporary Lead or Supervisory Duties

Bargaining unit employees whose current job description does not include lead or supervisory duties may be assigned temporary lead or supervisory duties in addition to their regular assignment. All such assignments shall be made by the supervisor in writing and the duties shall not be merely incidental to the employee's regular work but shall significantly encompass lead or supervisory responsibilities.

- 7.7.9.1 Employees so assigned shall be paid an additional five percent (5%) over their salary at the time of such assignment, except that the five percent (5%) differential shall not commence until after the employee has been assigned to and performed the lead or supervisory duties for three (3) working days. Any subsequent assignment of three (3) consecutive days or more shall be compensated as provided above.
- 7.7.9.2 Such assignments shall be limited to one (1) month; however, with the mutual consent of the Association and the Director of Human Resources or his/her designee, such assignments may be extended to

two (2) months. In no case may such assignments extend beyond two (2) months.

7.7.9.3 Any employee compensated pursuant to this section shall not be eligible for additional compensation for working out-of-class during the period of such assignment.

7.8 Travel Reimbursement.

Employees shall be entitled to reimbursement for mileage, meals, travel and lodging according to applicable provisions of the Yolo County Travel Policy and Mileage Resolution as periodically adopted by the Board of Supervisors.

7.9 Bilingual Pay.

The County's bilingual pay program shall provide for two (2) levels of interpretation skills, duties, and competence. Qualifications and certification to such positions shall be determined by the Director of Human Resources. Positions for which bilingual skills are necessary shall be determined by the Appointing Authority after approval of the Director of Human Resources.

7.9.1 Conversational

The level of providing oral and written interpretation between English and another recognized language. The compensation for this level shall be fifty-five cents (\$.55) per hour for all hours worked (regular or overtime).

7.9.2 Advanced

The advanced level of providing written interpretation to interpret technical documents and concepts with a client in addition to the skills and abilities required at the Conversational level. The compensation for this level shall be seventy cents (\$0.70) per hour for all hours worked (regular or overtime).

7.10 Longevity Pay.

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 service to the county, provided the employee's last annual performance evaluation was overall satisfactory or above. 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 service to the county, provided the employee's last annual performance evaluation was overall satisfactory or above.

7.11 Training Assignment Differential Pay.

Employees whose job classifications or regularly-assigned duties do not include training and who are assigned primary responsibility for a training program, in writing, by the Department Head or his/her designee, shall receive a five percent (5%) differential above their base salary during the hours engaged in providing such training.

The parties' intent for the "hours engaged in providing such training" is that the employee shall be paid for the actual hours worked the day of delivering the training and for any pre-authorized hours designated for development, review, or preparation in advance of a training program. All hours shall be paid in accordance with the overtime provisions of the MOU and Fair Labor Standards Act portal to portal provisions.

Employees who are certified instructors and are assigned primary responsibility for a training program, to wit, Force Options Training, as approved by the Department Head or his/her designee, shall receive an additional four hundred dollars (\$400.00) per quarter as compensation for the above duties.

7.12 Deferred Compensation.

7.12.1 County agrees to continue to provide employees covered by this MOU with the deferred compensation investment options currently provided if these options remain available. However, additional options may be added by the County.

7.12.2 Effective the first pay period following ratification and Board of Supervisor's approval of this MOU, the County shall match an employee's deferred compensation contribution according to the following schedule:

- a. Up to \$150 per calendar year for employees with one (1) to nine and nine-tenths (9.9) years of County service;
- b. Up to \$250 per calendar year for employees with ten (10) or more years of County service.

7.13 Uniforms and Safety Shoes.

7.13.1 The County agrees to provide and maintain uniforms as specified in Appendix A.

7.13.2 Uniforms provided for by this article shall be worn by employees while they are on regular duty assignment.

7.13.3 The County may, at its option, provide a clothing allowance sufficient to cover the costs of County provided uniforms or clothing in lieu of providing uniforms or clothing or vice versa. Employees may request reimbursement for department-required uniform expenses in an amount not to exceed two hundred fifty dollars (\$250) per quarter.

7.13.4 The County shall make every effort to provide uniforms in a timely manner.

- 7.13.5 The County shall ensure that employees who work in areas where there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole and where such employees' feet are exposed to electrical or chemical hazards shall be provided protective footwear. The department shall determine the appropriate protective footwear based upon the duties of the employee and his/her potential exposure.
- 7.13.6 The County agrees to provide up to two hundred and fifty dollars (\$250) per fiscal year through an IRS-accountable plan for the purpose of obtaining OSHA-approved, steel-toed safety boots or safety shoes which shall be worn by those employees whose primary assignment is to the Transportation Unit or the Alternative Sentencing Unit. Payment shall be made by the County directly to the eligible employee each year during the month of July except that a new employee hired on or after April 1 who receives the allowance upon hire shall not be eligible for an allowance until July of the second fiscal year following his/her date of hire.
- 7.14 Tools.
- 7.14.1 The County agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.
- 7.14.2 If any employee in the bargaining unit is required by the County or State law to use any equipment or gear to ensure the safety of the employee or others, the County agrees to furnish such equipment or gear.
- 7.15 Driver's Licenses.
- 7.15.1 The County agrees that all employees required to maintain a Class A and Class B driver's license in order to perform their responsibilities for the County shall be granted adequate time off without loss of pay to maintain such license upon renewal. The County further agrees to provide medical examinations as required for Class A or B renewals and any Department of Motor Vehicles (DMV) fees required to obtain/maintain that license.
- 7.15.2 Any employee who occupies a position for which a driver's license is required and utilized and who loses his/her driving privileges through revocation or suspension by the DMV may at the Department Head's option be deemed disqualified for the position.
- 7.16 Health and Welfare Benefits.
- 7.16.1 Medical

For the term of this MOU the County will pay two hundred and sixty-six dollars (\$266) toward the health insurance premiums of employees and enrolled dependents in any category of approved plans.

7.16.2 Other Benefits

For the term of this MOU the County will provide additional funds to employees not covered under Section 7.16.5 (In Lieu) for the purchase of additional benefits from the county's cafeteria plan including dental, vision, life, retiree medical trust and long-term disability. The County contribution to the combined health and other benefits package for each employee shall be limited to an amount equal to ninety percent (90%) per category of the least expensive available health insurance, dental insurance plan and vision care plan through the term of this MOU. This maximum shall be applied to all plans.

7.16.2.1 The County will continue to sponsor group health, dental and vision plans. The County and the Association agree that upon mutual agreement, changes may be made in plans or insurance carriers.

7.16.2.2 Benefits premiums for part-time employees shall be pro-rated according to time worked 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 reduced and pro-rated.

7.16.3 Regular employees may select one (1) health care provider from the County-sponsored health plans. Health insurance coverage shall become effective the first day of the month following the date of hire except where the employee's prior enrollment in a medical plan conflicts with CalPERS health enrollment rules, in which case the coverage shall become available as soon as possible after the date of hire.

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

7.16.5 Employees who do not take the County sponsored health insurance because they are adequately covered by other insurance, will receive in cash two hundred dollars (\$200) per month in lieu of health premiums. The County shall pay the County's matching contribution to OASDI and Medicare.

7.16.6 The County will contract with CalPERS to provide health benefits for domestic partners in accordance with CalPERS eligibility criteria.

7.16.7 Effective the first of the month following ratification of this MOU by the Board of Supervisors, the County shall provide a twenty-five thousand dollar (\$25,000) life insurance policy for all bargaining unit members.

7.17 Retiree Health Benefits.

- 7.17.1 The County shall pay an amount of the health insurance premium for CalPERS vested retirees in accordance with CalPERS law and the County's contract with CalPERS. The County contribution shall be equal to the amount provided to active employees for medical benefits under Section 7.16.1.
- 7.17.2 The County contract with CalPERS shall include sick leave credit options and highest-year retirement provisions.
- 7.17.3 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.
- 7.17.4 Employees who retire within three (3) years of the implementation of the retiree medical savings program (i.e. retiree medical trust) shall continue to receive a county contribution to their health benefits in the same manner as employees who retired on December 31, 2007.
- 7.18 State Disability.
- The County agrees to maintain the existing contract with the State for State Disability Insurance (SDI). Such disability insurance shall be provided at no cost to the County.
- 7.19 Tuition Reimbursement.
- 7.19.1 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, tuition and parking fees up to a maximum of seven hundred and fifty dollars (\$750) per fiscal year.
- 7.19.2 The cost of a certificate which is required for the employee's job and is not otherwise used by the employee shall be reimbursed by the County provided such certificate is not required by the minimum qualifications for the classification of the employee.
- 7.20 Educational Incentive
- 7.20.1 Employees shall receive a two and one-half percent (2.5%) increment above base pay for obtaining a master's degree from an accredited college or university in a related field (criminal justice and social or behavioral science).

7.21 Transportation and Alternative Sentencing Differential

7.21.1 Armed personnel assigned to the Transportation and Alternative Sentencing Program unit shall receive an additional two and one-half percent (2.5%) above their base salary during the period assigned to the unit.

**ARTICLE 8  
TRANSFER AND PROMOTION**

8.1 Transfers.

8.1.1 The County reserves the right to transfer employees in accordance with the needs of the County.

8.1.2 Punitive transfers that are not made in accordance with Article 13 Disciplinary Procedure shall be able to be grieved in accordance with Article 12 Grievance Procedure through Formal Level 3.

8.2 Worksite and Shift Transfers.

8.2.1 No bargaining unit employee shall be permanently transferred between work sites and/or shifts without ten (10) working days prior written notice.

8.2.2 No bargaining unit employee shall be temporarily transferred without notice at least five (5) working days prior to said transfer, except in case of emergency where written notice will be provided as soon as practicable.

8.2.3 Temporary worksite and/or shift transfers shall be for a period not to exceed sixty (60) calendar days unless an extension is agreed to by the employee in writing in advance of the expiration of the sixty (60) day temporary transfer period.

8.2.4 Transfer shall not include temporary assignment for a portion of a work day or work days to a different work location. This section shall have no effect on the County's obligation to reimburse employees for travel on county business pursuant to this MOU.

8.3 Voluntary Transfer.

8.3.1 Voluntary transfer for this section shall mean a change of employment from one position to another in the same classification in the same or a different department.

8.3.2 Employees who have achieved regular status by successfully completing the probationary period may apply to transfer into vacant positions which occur in the County. Employees desiring voluntary transfer may notify Human Resources,

which will keep a file of employees requesting transfers. When vacancies occur for which employees on the transfer request list qualify, Human Resources shall notify them of such vacancies and they may apply.

8.3.3 Qualified applicants from within the bargaining unit shall be interviewed before all other applicants except those former employees laid off and currently listed on an active layoff reemployment list. The Appointing Authority shall consider the transfer applicants and decide whether or not to fill the vacant position from among the transfer applicants prior to proceeding to interview other applicants. Full consideration shall be given by the appointing authority to the employee's County experience.

8.4 Promotions.

8.4.1 The County agrees that it is desirable to offer promotional opportunities to qualified applicants from within the bargaining unit. Promotional examinations shall be held concurrently with open examinations.

8.4.2 Employees in the bargaining unit shall receive first consideration. First consideration shall mean, for the purpose of this section, that promotional applicants shall be interviewed after transfer requests and before outside applicants. Full consideration shall be given by the appointing authority to the employee's County experience.

8.4.3 A notice of job vacancy will be posted in Human Resources and a copy will be sent to each department and the Association.

8.4.4 Employees in the bargaining unit shall receive first consideration. First consideration shall mean, for the purpose of this section, that promotional applicants shall be interviewed after transfer requests and before other applicants. Full consideration shall be given by the appointing authority to the employee's County experience.

8.4.5 New employees hired who have not achieved regular status by successfully completing the probationary period may not be considered for other positions in the County outside the position into which they were hired unless the position is within the same department, is flexibly staffed, or is within the same job series.

**ARTICLE 9  
CLASSIFICATION**

9.1 Classification.

The County shall determine the need for and number of positions and classifications necessary to perform services as determined by the Board of

Supervisors. All such bargaining unit positions shall be placed in the classification plan of the County.

9.2 Employee Request for Classification Review.

9.2.1 Any permanent employee may petition the Department Head for a classification review of his/her position. Such petitions shall be submitted in writing and shall be accompanied by a completed Position Classification Form. No employee may request a classification review more often than once every other year.

9.2.2 The Department Head shall, within thirty (30) calendar days after receiving the petition, notify the employee in writing whether the position is going to be recommended to the Director of Human Resources for classification review.

9.2.3 If the request for classification review is approved by the Department Head, the employee's written petition and completed classification form shall be forwarded to the Director of Human Resources, and a classification review shall be conducted for the position as soon as resources allow.

9.3 Salary Placement.

9.3.1 If the position is reclassified to a class having the same salary range, the salary and anniversary date of the employee shall not change.

9.3.2 If reclassified to a classification having a higher salary range, the employee shall receive a new anniversary date upon reclassification. On reclassification, salary will be adjusted to the step of the new range (not exceeding Step 5/E) which most closely approximates an increase of five percent (5%).

9.3.3 If the position is reclassified to a class having a lower salary range, the salary and anniversary date of the employee shall not change, and the salary of the employee shall be designated as a Y-rate and shall not change during continuous regular service until the salary of the new position exceeds the employee's present salary.

9.3.4 Where an entire class of positions in any department is reclassified, the incumbents with permanent status in the position shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, the reclassified position(s) shall be filled by the Department Head from incumbents in the positions within the department, who have been in the positions for one year or more.

9.3.5 Reclassifications to a position with a higher salary range and greater responsibility shall be considered a promotion and the provisions regarding probationary period and rejection shall apply.

**ARTICLE 10  
PROBATIONARY PERIOD**

10.1 Probationary Period.

The County and the Association recognize the probationary period as an integral part of the examination process.

10.2 The probationary period for all new County employees in the bargaining unit shall be one (1) year, dating from date of hire. Except for pre-approved vacation and compensatory time off, employee absences totaling forty (40) hours or more shall serve to suspend the accumulation of credit toward completion of the probationary period by a like amount.

10.3 The probationary period for all promotional candidates in the bargaining unit who have achieved permanent status shall be six (6) months. For non-merit system employees, the probationary period may be extended for a period of up to three (3) months by mutual agreement between the County and the Association.

10.4 If a promotional candidate is rejected during probation, said employee shall be returned to the same classification, salary range, step, and to the actual position previously held, where vacant.

10.5 If there are no current vacancies in that classification, the County shall create a vacancy for that employee by releasing the least senior employee in that classification.

10.6 An employee who demotes or transfers into a position outside his/her previous class series for which he/she has not passed probation shall serve a six (6) month probationary period.

10.7 At any time an employee may be rejected from a probationary appointment without right of appeal or hearing.

**ARTICLE 11  
LAYOFF AND REHIRE**

11.1 General Provisions.

11.1.1 When for reasons of lack of funds, lack of work, or operational reasons the County has determined a layoff is necessary, the County shall give notice thereof to the Association. Thereafter, persons to be laid off shall be determined in accordance with the rules set forth in this Article. Notice and an opportunity for hearing shall be given as set forth in this Article. 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 position to which they 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 11.7.1.

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

11.2 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 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 part-time and full-time employees shall be laid off in inverse order of countywide seniority.

11.3 Seniority.

11.3.1 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 temporary 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.

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

11.4 Bumping.

11.4.1 Notwithstanding the provisions of Section 11.4.2, an employee may exercise the bumping rights provided therein only on condition that:

11.4.1.1 He/she has more countywide seniority than the employee to be displaced;

11.4.1.2 He/she is willing to accept the reduced compensation level;

- 11.4.1.3 He/she meets the minimum qualifications for the lower class; and
- 11.4.1.4 He/she requests displacement action in writing to the Director of Human Resources within five (5) days after receipt of the notification of layoff.

11.4.2 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.

11.4.3 Notwithstanding the provisions of Section 11.4.2, a part-time employee shall only have the right to bump a full-time employee when assuming the full-time position.

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

#### 11.5 Notice of Layoff.

11.5.1 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:

- 11.5.1.1 The reason for the layoff;
- 11.5.1.2 The effective date of the layoff;
- 11.5.1.3 A copy of this Article; and
- 11.5.1.4 Any forms required to request a hearing and/or to assert bumping rights.

11.5.2 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.

- 11.5.2.1 Such time may only be used with prior agreement with his/her supervisor to obtain other employment.
- 11.5.2.2 Management will not unreasonably withhold permission to utilize this time.
- 11.5.2.3 In addition, employees may use accrued vacation or compensatory time for this purpose once notice is given.
- 11.5.2.4 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.

#### 11.6 Health Insurance.

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

11.7 Reemployment Lists.

11.7.1 A Reemployment List is particular to a classification. Any vacancy occurring in the class from which employees have been laid off shall be offered first to qualified and available employees on the Reemployment List for that class in order of seniority. An eligible employee may have his/her name placed on a Reemployment List for a period of twenty-four (24) months, in the following ways:

11.7.1.1 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.

11.7.1.2 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.

11.7.1.3 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.

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

11.7.2.1 If the laid-off employee indicates unavailability or if attempts to reach him/her (including by certified mail) are unsuccessful; however, restoration to the reemployment list may occur if the laid-off employee indicates availability in writing within the original eligibility period.

11.7.2.2 If the laid-off employee declines three (3) job offers from the reemployment list of equivalent authorized hours and status to his/her previous position, the laid-off employee's name shall be removed from that list.

11.7.2.3 A laid-off employee may accept offers of extra-help, provisional and temporary status and remain on the reemployment list.

11.7.2.4 When a laid-off employee is reemployed from a reemployment list he/she 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.

11.8 Hearing.

11.8.1 A permanent employee who receives a notice of layoff shall be entitled to request a hearing by the County Administrative Officer (or his/her designee) prior to the effective date of the layoff. A hearing will be granted if the employee alleges

specific facts on his/her appeal form which, if true, would cause such appeal to be granted.

11.8.1.1 Such a request shall be made within five (5) days of service of the notice of layoff.

11.8.1.2 Failure to make such request shall waive the right to hearing.

11.8.1.3 At such 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.

11.8.1.4 Following the hearing, the County Administrative Officer (or his/her designee) shall issue an order affirming or revoking the layoff of the employee. Unless the order is to revoke the layoff, the employee shall be laid off on the date set forth in the notice.

11.8.2 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.

11.8.3 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 set in Section 11.4.1.

11.8.4 This hearing shall be the exclusive appeals procedure for layoff-related disputes. Layoffs shall not be subject to the grievance or disciplinary appeals procedures.

11.9 Personnel Lists.

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

**ARTICLE 12  
GRIEVANCE PROCEDURE**

12.1 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.

12.2 Definitions.

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

12.2.1.1 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.

12.2.1.2 Minor Disciplinary Actions. Written 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 appealed as provided for in Section 13.7 of Article 13.

12.2.2 Grievant. A grievant is (1) any individual employee represented by the Association 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 the Association; or (3) the Association when the grievance alleges a violation that affects the Association as a whole.

12.2.3 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 MOU 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.

12.2.4 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.

12.2.4.1 The completed form shall contain:

- 1) The name of the grievant;
- 2) The class title;
- 3) The department;
- 4) The mailing address of the grievant;
- 5) A clear statement of the nature of the grievance citing the applicable MOU 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.

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

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

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

12.2.5 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.

12.3 General Provisions.

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

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

12.3.3 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 once it has been received.

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

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

12.3.4.2 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.

12.3.5 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.

- 12.3.6 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.
- 12.3.7 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.
- 12.3.8 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.
  - 12.3.8.1 Parties recognize the need to expedite resolution of all grievances and the time limits set are maximums.
  - 12.3.8.2 By mutual consent, which is confirmed in writing, the parties, may waive or consolidate any step(s) of the grievance process.
- 12.3.9 Preambles, purpose clauses and administrative procedures of this MOU shall not be subject to grievance.
- 12.3.10 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.
- 12.3.11 Unless otherwise identified, all days are calendar days.
- 12.3.12 Any written response or meeting requirement by a manager or appointing authority may be provided by his/her designee.
- 12.3.13 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.
- 12.4 Informal Resolution.
  - 12.4.1 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.
  - 12.4.2 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.

12.5 Formal Levels.

12.5.1 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.

12.5.2 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.

12.5.3 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.

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

12.5.3.2 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.

12.5.4 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.

12.5.4.1 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.

- 12.5.4.2 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.
- 12.5.4.3 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.
- 12.5.4.4 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.
- 12.5.4.5 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.
- 12.5.4.6 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.
- 12.5.4.7 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 13  
DISCIPLINARY PROCEDURE**

13.1 Purpose.

- 13.1.1 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.

- 13.1.2 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.
- 13.2 Definitions.
- 13.2.1 **Just Cause.** Disciplinary action may only be brought against a permanent employee for the causes outlined in County Code Section 2-6.47.
- 13.2.2 **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.
- 13.2.3 **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.
- 13.2.4 **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.
- 13.2.5 **Parties.** The affected employee, the Association, the Appointing Authority, or other members of supervision and management.
- 13.2.6 **Response (Skelly) Meeting.** An informal meeting in which the employee has the opportunity to respond to proposed charges prior to action.
- 13.2.7 **Hearing.** A formal hearing held following an appeal of an employee of disciplinary action taken by an Appointing Authority.
- 13.2.8 **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.
- 13.2.9 **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.
- 13.2.10 **Day.** Calendar day unless otherwise specified.

13.3 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.

13.4 Exclusive Procedure.

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

13.4.2 The provisions of this disciplinary procedure shall supersede the procedures in the County Personnel Ordinance.

13.4.3 Minor disciplinary actions shall be subject to appeal only through Section 13.7. Section 13.8 of Article 13 shall not apply to minor disciplinary actions.

13.5 Notice of Proposed Discipline.

13.5.1 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.

13.5.2 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.

13.5.3 The notice shall contain:

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

13.5.3.2 A copy of the charges and the recommended action.

13.5.3.3 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).

13.5.3.4 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.

13.5.3.5 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.

- 13.5.4 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.
- 13.5.4.1 The employee may copy and inspect all materials designated as the basis for charges and recommendations by Appointing Authority.
  - 13.5.4.2 The employee may copy and inspect his/her personnel file.
  - 13.5.4.3 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.
- 13.5.5 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.
- 13.6 Response (Skelly) Meeting.
- 13.6.1 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.
- 13.6.2 Neither the Appointing Authority nor the employee shall be entitled to call witnesses or take testimony.
- 13.6.3 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.
- 13.6.4 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:
- 13.6.4.1 an explanation of the basis for the action;
  - 13.6.4.2 the charges upheld;
  - 13.6.4.3 the effective date(s) of the imposed discipline;

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

13.6.4.5 notice of employee's right to appeal.

13.7 Appeal of Minor Disciplinary Action.

13.7.1 If an employee has requested and participated in a response meeting with the Appointing Authority as set forth above, or notified the Appointing Authority of his/her desire to advance to appeal, the employee shall have the right to appeal the Appointing Authority's minor disciplinary action to the Board of Adjustment (Board). Such appeal may include the severity of the penalty imposed.

13.7.2 Nothing in this subsection shall prohibit a peace officer from exercising his/her rights under the Peace Officer Bill of Rights.

13.7.3 Filing of an appeal shall not stay the effective date of the order of disciplinary action.

13.7.4 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 minor disciplinary suspension.

13.7.5 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.

13.7.6 The demand for hearing shall include:

13.7.6.1 The specific grounds for appeal; and

13.7.6.2 Copies of materials on which the appeal is based.

13.7.7 Upon receipt of the written request for a hearing, the Director of Human Resources shall request two (2) names from the Association to serve on the three-member Board. Individuals named shall not be employees of the Probation Department and may be retired Probation/Detention Officers or members of the local law enforcement community. The third panel member shall not be a member of the Probation Department and will be named by the Director of Human Resources.

13.7.8 Following the naming of the members of the Board, the Director of Human Resources shall contact the employee and his/her representative and arrange for the earliest hearing date mutually agreeable to the Board, the employee and his/her representative and the County.

- 13.7.9 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.
- 13.7.10 Three (3) days prior to the hearing each party shall provide the Board 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 Board. If new allegations or defense are brought out, the opposing party shall have the right to a reasonable continuance at the discretion of the Board.
- 13.7.11 An appeal through this procedure waives grievance proceedings under any agreement or memorandum of understanding between the County and any employee organization.
- 13.7.12 Hearing for Minor Disciplinary Action
- 13.7.12.1 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.
- 13.7.12.2 The Board shall conduct a hearing and shall, within fifteen (15) days of the conclusion of the hearing (and submission of briefs, if any), render a written decision and/or order. Any decision of the Board shall be final and binding on the parties and shall not be subject to appeal.
- 13.8 Appeal of Major Disciplinary Action
- 13.8.1 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 major disciplinary action to the Arbitrator or the parties may agree to pursue mediation. Such appeal may include the severity of the penalty imposed.
- 13.8.2 Upon the mutual consent of both the County and the employee, a Mediator may be requested from the State Mediation and Conciliation Service to attempt to resolve the major disciplinary action. 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.
- 13.8.3 Nothing in this subsection shall prohibit a peace officer from exercising his/her rights under the Peace Officer Bill of Rights.
- 13.8.4 Filing of an appeal or request for mediation shall not stay the effective date of the order of disciplinary action.

- 13.8.5 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.
- 13.8.6 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.
- 13.8.7 The demand for hearing shall include:
- 13.8.7.1 The specific grounds for appeal; and
  - 13.8.7.2 Copies of materials on which the appeal is based or, if too voluminous, reference to materials in the custody of the County.
- 13.8.8 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.
- 13.8.9 Hearing for Major Disciplinary Action.
- 13.8.9.1 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.
  - 13.8.9.2 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.
  - 13.8.9.3 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 award. Any decision of the Arbitrator shall be final and binding on the parties.
  - 13.8.9.4 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.
- 13.9 Arbitrator/Mediator Cost.

The Association and the County agree to bear one-half (1/2) the cost of the Arbitrator, Board of Adjustment 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 14 WORKING CONDITIONS AND SAFETY**

14.1        Conditions.

14.1.1      The County shall maintain adequate rest room, lavatory and existing lunchroom facilities for use by County employees.

14.1.2      The County will do its best to maintain adequate heating and cooling and ventilation at County workstations.

14.2        Safety.

The County agrees to maintain its safety committee. Any bargaining unit employee who is appointed to membership on the safety committee shall be allowed reasonable release time to carry out his/her obligation.

## **ARTICLE 15 OCCUPATIONAL HEALTH**

15.1        General Provisions.

The County and the Association agree that the maintenance of an employee's physical health is a basic component of satisfactory work performance; that a program of medical examination and review of physical condition as it relates to performance of assigned job duties is appropriate.

15.2        The physical requirements of jobs will be determined and job-related standards will be developed and implemented by the County. All regular permanent employees may be required to take and successfully pass a medical examination when the employer has cause to believe that the employee's health and/or physical condition may be a detrimental factor to the employee's ability to do the assigned work, or to others with whom the employee works. Regular permanent employees unable to successfully pass a job-related medical examination due to medical conditions which are identified as medically correctable and pertinent to full job performance will be allowed a reasonable period to correct such condition.

15.3        Medical examinations shall be performed by a physician from a panel designated by the County.

- 15.4 Medical examinations ordered by the County under this provision shall be at no cost to the employee. Appointments for such examinations shall be on County time.
- 15.5 If adverse action is proposed to be taken against an employee as a result of said medical examination, the employee has the right to obtain a second examination by a physician of his/her choice selected from a panel of two (2) or more physicians provided by the County at no cost to the employee. Medical examination records available to the County shall be considered prior to the County proceeding with any adverse action.
- 15.6 Uncorrected job-related medical conditions determined to be incapacity for performance of duty as defined and governed by Title 2, Division 5, Part 3, Chapter 8, Article 3 of the California Government Code, commencing with Section 21020, shall be handled according to that section. The above referenced provisions of the Government Code provide that the employer may determine disability and petition CalPERS for a disability retirement. For this purpose, the County will designate the examining physician and undertake the costs of medical examination.

**ARTICLE 16  
CONTRACTING AND BARGAINING UNIT WORK**

16.1 Notice Required.

If County proposes to contract out work which has been customarily and routinely performed by bargaining unit employees, and if such action will result in layoff of those bargaining unit employees or in the elimination of established bargaining unit position(s), the County agrees to give the Association twenty (20) days prior notice and an opportunity to meet and confer on the effects of layoff on bargaining unit employees or elimination of unit position(s).

**ARTICLE 17  
STRIKES AND LOCKOUTS**

17.1 General Provisions.

17.1.1 No lockout of employees shall be instituted by the County during the term of this MOU.

17.1.2 The Association agrees that during the term of this MOU, or any extension thereof, neither it nor its officers, employees, or members will engage in, encourage, sanction, or suggest any strikes (including sympathy strikes), work stoppages, slowdowns, mass resignations, sick-ins, strike picketing, or any other actions which would involve suspension of, or interference with the normal work of the County.

- 17.1.3 In the event that Association members participate in such activities in violation of Section 17.1.2 of this Article, the Association shall notify those members so engaged to cease and desist from such activity and shall instruct the members to return to their normal duties.
- 17.1.4 In the event that the Association, its stewards or any members of its executive Board engages in, encourages, sanctions, or suggests any of the actions set forth in Section 17.1.2 of this Article, the County reserves the right to discontinue dues deductions for the duration of this MOU.

**ARTICLE 18  
TERMS AND CONDITIONS**

- 18.1 Integration.
- 18.1.1 This MOU 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 MOU or not.
- 18.1.2 It is agreed that the terms and conditions of the MOU itself shall constitute the whole of the agreement between the parties thereto, and that the terms and conditions of this MOU 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 MOU.
- 18.1.3 The parties agree that no agreement was reached on other matters discussed and that the County is not obligated to make any changes or take any action regarding them. The County reserves the right to make organizational changes with notice to the Association. If the result of such changes affects wages, hours, and/or conditions of employment, the County agrees to abide by Government Code Section 3504.5. The provisions of Article 9 Classification shall not apply to reorganization.
- 18.2 Meeting and Conferring During the Term of the MOU.
- 18.2.1 Unless specifically agreed otherwise, this MOU sets forth the full and entire understanding of the parties regarding the matters contained in this MOU and supersedes and cancels all prior or existing understandings or agreements between the parties, whether formal or informal.
- 18.2.2 During the term of this MOU, representatives of the County and the Association may meet and confer on matters of mutual concern. Any agreement reached between the parties shall be memorialized in writing and be deemed a "Side Letter" to this MOU.
- 18.2.3 The Director of Human Resources is authorized to enter into a Side Letter on behalf of the County for purposes of the interpretation or administration of this

MOU. Such Side Letters shall be valid without approval of the Board of Supervisors. A Side Letter to this MOU shall not be deemed valid until signed by the Director of Human Resources or designee and signed by an authorized representative of the Association.

18.3 Alteration.

No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

18.4 Severability.

If any provision of this MOU 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 MOU shall not be affected thereby. If any portion of this MOU 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 Association prior to such action and the County shall provide the Association 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.

18.5 Implementation.

The Board of Supervisors will 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 MOU. The provisions of this MOU, except as provided herein, shall supersede County ordinances and resolutions currently in effect, for the term of this MOU, to the extent that they are inconsistent with the provisions of this MOU.

18.6 Term.

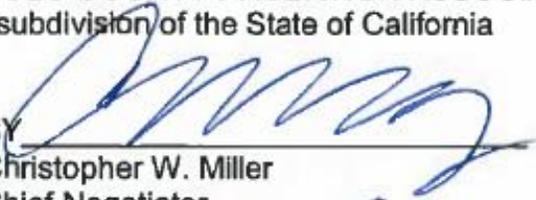
This Memorandum shall become effective July 1, 2017 and shall remain in full force and effect to and including June 30, 2021.

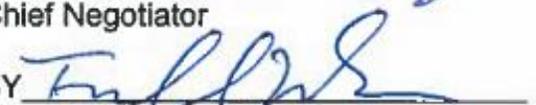
18.7 Waiver.

The waiver by the County or any of its officers or employees, or the failure of the County or any of its officers or employees to take action with respect to any right conferred by, or any breach of any term, covenant, or condition of this MOU shall not be deemed to be a waiver of such term, covenant, or condition, or

subsequent breach of the same, or of any other term, covenant, or condition of this MOU.

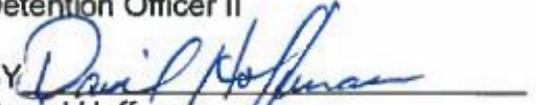
YOLO COUNTY PROBATION ASSOCIATION COUNTY OF YOLO, a political subdivision of the State of California

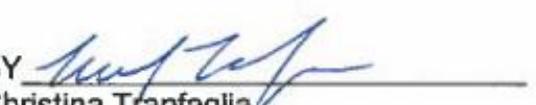
BY   
Christopher W. Miller  
Chief Negotiator

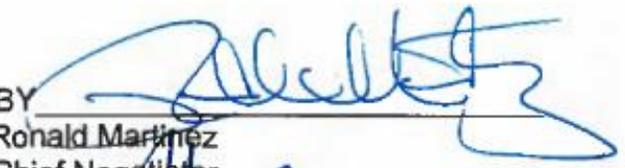
BY   
Timothy McReynolds  
Detention Officer II-1

BY   
Raneer Carter  
Senior Deputy Probation Officer

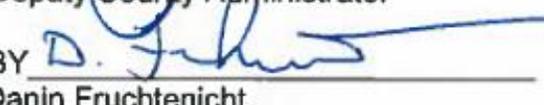
BY   
Polly Cornwell  
Detention Officer II

BY   
Daniel Hoffman  
Deputy Probation Officer II

BY   
Christina Tranfaglia  
Deputy Probation Officer II

BY   
Ronald Martinez  
Chief Negotiator

BY   
Jill Cook  
Deputy County Administrator

BY   
Danin Fruchtenicht  
Deputy Chief Probation Officer

BY   
Ryan Pistochini  
Manager of Procurement

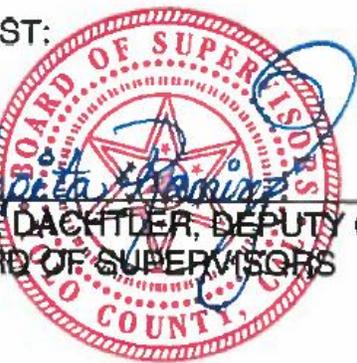
BY   
Oscar Ruiz  
Assistant Superintendent Juvenile Detention Facility

Approved by Final Determination of the Board of Supervisors of the County of Yolo on this 20th day of February, 2018.

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

BY:   
OSCAR VILLEGAS, CHAIR  
BOARD OF SUPERVISORS

ATTEST:

  
  
JULIE DACTLER, DEPUTY CLERK  
BOARD OF SUPERVISORS

APPROVED AS TO FORM:

  
PHILIP POGLEDICH  
COUNTY COUNSEL

**UNIFORM ISSUE SCHEDULE**

**Classification:**

**Issue:**

Detention Officer I/II  
Senior Detention Officer  
(Certain Positions Identified)

Daily: Coveralls/Shop Coats/shirts/jackets  
pants or other appropriate protection and  
all required attire in the transportation unit

Deputy Probation Officer I/II  
Senior Probation Officer

Daily: Shirt/blouse  
Other: Jacket as needed

NOTE: Shirt/blouse and jacket will include name and identification patches.