

MEMORANDUM OF UNDERSTANDING

COUNTY OF YOLO

AND

**YOLO COUNTY SHERIFF'S
SAFETY MANAGEMENT ASSOCIATION**

JULY 1, 2017 THROUGH JUNE 30, 2021

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF YOLO
AND THE
YOLO COUNTY SHERIFF'S SAFETY
MANAGEMENT ASSOCIATION**

**ARTICLE I
GENERAL PROVISIONS**

1.1 Parties.

1.1.1 This Memorandum of Understanding is entered into by and between the County of Yolo hereinafter referred to as the "County" and the Yolo County Sheriff's Safety Management Association hereinafter referred to as the "Association".

1.2 Recognition.

1.2.1 Pursuant to the provisions of the Employer-Employee Relations Resolution of the County of Yolo, the Board of Supervisors recognizes the Association as the exclusive employee organization for the purpose of employee representation for the Sheriff's Safety Management Unit, including all employees in the class series of Sergeant, Lieutenant, Captain, Assistant Sheriff-Coroner and Undersheriff-Coroner.

1.2.2 The provisions of Article V (Grievance Procedure), VI (Disciplinary Procedure), and Article VII (Layoffs) shall not apply to the classifications of Assistant Sheriff-Coroner and Undersheriff-Coroner. Persons in the classifications of Assistant Sheriff-Coroner and Undersheriff-Coroner are at will employees who serve at the pleasure of the appointing authority.

1.3 Definitions.

1.3.1 **Appointing Authority:** As used in this agreement, the appointing authority shall be the County Board of Supervisors, the Sheriff of Yolo County and/or his/her designee.

1.3.2 **Employee:** Shall mean an employee in the bargaining unit represented by the Association.

1.3.3 **Days:** All reference to days shall mean calendar days unless otherwise noted.

1.3.4 **Regular Hours:** That time assigned or worked, including paid time off but not including overtime. This definition is not used as "hours worked."

**ARTICLE II
ASSOCIATION RIGHTS**

2.1 Association Release Time.

2.1.1 Employees may be released from duty without loss of pay according to Section 2.2 when necessary to formally represent the Association in meetings with the County.

2.2 Use of Release Time.

2.2.1 Use of release time is subject to reasonable advance request. Such requests shall be to the immediate supervisor in writing with a copy to the Sheriff. Approval of the release time must be received before the employee uses the time. The County shall reasonably grant or deny release time based on legitimate operating needs of the department.

2.3 Meetings.

2.3.1 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 from the department.

2.4 Communications.

2.4.1 Bulletin Boards. The employer shall furnish bulletin board space where currently available. Only those areas designated by the appointing authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

2.4.1.1 Scheduled Association meetings, agendas and minutes.

2.4.1.2 Information on Association elections and results.

2.4.1.3 Information regarding Association social, recreational and related news items.

2.4.1.4 Reports of official business of the Association including reports of committees or the Board of Directors.

2.4.2 Limitation on notices. Posted notices shall not be obscene, defamatory or of a political nature, nor shall they pertain to public issues which do not include the employer or its relations to its employees. All notices to be posted must be dated and signed by an authorized representative of the Association. Employer equipment, material or supplies shall not be used for the preparation, reproduction or distribution of notices nor shall such notices be prepared by employees during their regular working time.

2.4.3 Inter/Intra-department Mail System. Employee agrees to allow limited use of the employer Inter/Intra-departmental mail system to Association within limits set forth

by the Courts. Such use shall not include materials unsuitable for posting under Section 2.4.2.

2.5 Copies of Agreement.

2.5.1 The County agrees to provide the Association with two (2) copies of this agreement bearing the file stamp of the Clerk of the Board and to electronically post a copy on the County's internal website.

**ARTICLE III
MANAGEMENT RIGHTS**

3.1 Except as otherwise limited by a specific term of this agreement, the County has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

3.1.1 To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.

3.1.2 To manage all facilities and operations of the County including the methods, means and personnel by which the County operations are to be conducted.

3.1.3 To schedule working hours and assign work.

3.1.4 To establish, modify or change work schedules or standards.

3.1.5 To direct the work force, including the right to hire, assign, promote, demote or transfer an employee.

3.1.6 To determine the location of all work assignments and facilities.

3.1.7 To determine the layout and the machinery, equipment or materials to be used.

3.1.8 To determine processes, techniques, methods and means of all operations, including changes, allocation or adjustments of any machinery or equipment.

3.1.9 To determine the size and composition of the workforce.

3.1.10 To determine the policy and procedures affecting the selection or training of employees.

3.1.11 To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.

3.1.12 To control and determine the use and location of County employees, property, material, machinery or equipment.

3.1.13 To schedule the operation of and to determine the number and duration of shifts.

- 3.1.14 To determine and enforce safety, health and property protection measures and require adherence thereto. However, if the measure(s) is deemed to create a potential serious threat or safety hazard to the employee(s), the Association shall have the right to meet with the appointing authority to discuss the measure.
 - 3.1.15 To transfer work from one job site to another or from one location or unit to another.
 - 3.1.16 To introduce new, improved or different methods of operations, or to change existing methods.
 - 3.1.17 To layoff employees from duty for lack of work, lack of funds or any other reason.
 - 3.1.18 To reprimand, suspend, discharge or otherwise discipline employees.
 - 3.1.19 To establish, modify, determine or eliminate job classifications and allocate County positions to such classifications.
 - 3.1.20 To promulgate, modify and enforce work rules, safety rules, and regulations.
 - 3.1.21 To take such other and further action as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
 - 3.1.22 To contract or subcontract construction, services, maintenance, distribution or any other work with outside public and private entities.
 - 3.1.23 The Association expressly and specifically agrees that except to the extent that the County rights are expressly limited by the terms of this Agreement, the Association waives any and all of its rights to meet and confer or grieve on the exercise or lack of exercise of any of the County rights.
- 3.2 Any agreement by the County to meet and confer or meet and consult over the effect of the exercising of a County right shall not in any way impair the right of the County to exercise and implement any of its rights.

ARTICLE IV HOURS AND WORK SCHEDULE

4.1 Work Period.

- 4.1.1 The standard work period for employees in this unit is a twenty-eight (28) day work period which may be changed by the employer according to the requirements of the Fair Labor Standards Act.

4.2 Work Schedules.

- 4.2.1 Except in an emergency, employees in this unit shall normally be assigned to a 5/8 schedule (five eight-hour days in a seven day period). Each employee shall be

assigned regular starting and quitting time which shall not be changed without prior notice.

4.2.2 The Sheriff may assign supervisory personnel to a 4-10 work schedule (four ten-hour days in a seven day work period) or a 7-12 work schedule (3-12 hour days one week and 4-12 hour days the next).

4.2.3 Notwithstanding the foregoing the appointing authority shall have the right to establish other work schedules and assign employees to such schedules with prior notice to the employee after meeting and consulting with the Association.

4.3 Overtime.

4.3.1 The parties have agreed that the Sergeants are to be considered eligible for overtime. All hours worked in excess of the assigned work schedule in accordance with Section 4.2 above, shall be considered overtime. The assigned work schedule shall include hours charged to previously approved leave. Overtime pay shall be at time and one-half the base hourly rate. Compensatory time off shall be offered to the Sergeant in lieu of pay for overtime worked. However, no employee's accumulation of compensatory time off shall exceed more than 120 hours at any one time.

4.3.2 All overtime shall be approved by the Sheriff or his/her designee.

4.3.3 Lieutenants and higher ranks are salaried employees and shall not be eligible for overtime or be compensated for time worked beyond their normal work schedule.

ARTICLE V GRIEVANCE PROCEDURE

5.1 Purpose.

5.1.1 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. All of the provisions of this Article V shall not apply to persons employed in the classifications of Assistant Sheriff-Coroner and Undersheriff-Coroner.

5.2 Definitions.

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

5.2.1.1 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.

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

5.2.2 Grievant. A grievant is (1) any individual employee represented by the unit who is filing a grievance; (2) any group of employees adversely affected in a substantially similar manner who are consolidated as a single grievance by the County and thereafter represented by a single grievant; or (3) the Association when the grievance alleges a violation that affects the Association as a whole.

5.2.3 Association Grievances. The Association shall have standing under this procedure to initiate a grievance only over alleged violations of a specific section(s) of this Agreement that have the potential to affect the entire Association. In order to exercise such standing the Association must provide sufficient information to allow a complete investigation.

5.2.4 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 of the grievance process.

The completed form shall contain:

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

Once filed, substantial amendments to a grievance can only occur by mutual agreement.

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

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

5.2.5 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.

5.3 General Provisions.

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

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

5.3.3 The grievant must be present at every level of the proceeding and may be represented at any formal level of this procedure 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.

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

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

5.3.4.2 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.

5.3.5 Proceedings shall, whenever possible, be held during normal working hours. If held at other than grievant's normal working hours the grievant may, if staffing allows, be entitled to the equivalent number of hours off on an hour-for-hour basis. Grievance meetings with management shall be considered time worked.

5.3.6 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.

5.3.7 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.

5.3.8 Time limits are considered an integral and important part of this procedure and may not be waived or ignored except by mutual written consent of the parties, which is confirmed in writing.

5.3.8.1 Parties recognize the need to expedite resolution of all grievances and the time limits set are maximums.

- 5.3.8.2 By mutual consent, which is confirmed in writing, the parties may waive or consolidate any step(s) of the grievance process.
 - 5.3.9 Preambles, purpose clauses and administrative procedures of this agreement shall not be subject to grievance.
 - 5.3.10 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.
 - 5.3.11 Unless otherwise defined, all days are calendar days.
 - 5.3.12 Any written response or meeting requirement by a manager of appointing authority may be provided by his/her designee.
 - 5.3.13 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.
- 5.4 Informal Resolution.
- 5.4.1 An aggrieved employee shall first discuss the grievance with his/her immediate supervisor and identify the discussion as the informal step of the procedure.
 - 5.4.2 Within ten (10) calendar 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) calendar 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.
- 5.5 Formal Levels.
- 5.5.1 Level I. 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.
 - 5.5.2 Level II. 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) day 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.
 - 5.5.3 Level III. 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 the 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.

5.5.4 Level IV. If the Association is not satisfied by the decision made by the Director of Human Resources, The Association may, within ten (10) working 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.

5.5.4.1 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 from the California State Mediation/Conciliation Service.

5.5.4.2 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.

5.5.4.3 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.

5.5.4.4 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 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.

5.5.4.5 In the event that Voluntary Mediation process is pursued, the mediation sessions shall be confidential in nature and attended only by the 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.

5.5.4.6 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.

- 5.5.4.7 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 VI DISCIPLINARY PROCEDURE

6.1 Purpose.

- 6.1.1 To provide regular permanent employees in the class series of Sergeant, Lieutenant, and Captain 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.
- 6.1.2 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.
- 6.1.3 Sections 6.1 through 6.9 of this Article VI shall not apply to persons employed in the classifications of Assistant Sheriff-Coroner and Undersheriff-Coroner. Persons in the classifications of Assistant Sheriff-Coroner and Undersheriff-Coroner are at will employees who serve at the pleasure of the appointing authority. Section 2-6.47.3 of the County Code governs employees in the classifications of Assistant Sheriff-Coroner and Undersheriff-Coroner.

6.2 Definitions.

- 6.2.1 Just Cause. Disciplinary action may only be brought against a permanent employee in the class series of Sergeant, Lieutenant, and Captain for the causes outlined in County Code Section 2-6.47.
- 6.2.2 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.
- 6.2.3 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.
- 6.2.4 Minor Disciplinary Actions: Actions taken against a regular permanent employee by the appointing authority for just 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.

- 6.2.5 Parties: The affected employee, the Association, the appointing authority or other members of supervision and management.
- 6.2.6 Response (Skelly) Meeting: An informal meeting in which the employee has the opportunity to respond to proposed charges prior to action.
- 6.2.7 Hearing: A formal hearing held following an appeal of an employee of disciplinary action taken by the appointing authority.
- 6.2.8 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.
- 6.2.9 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 within this section.
- 6.2.10 Day. All days are calendar days unless otherwise specified.

6.3 Time Limits.

- 6.3.1 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.

6.4 Exclusive Procedure.

- 6.4.1 This procedure shall be the exclusive procedure for taking disciplinary actions and appealing disciplinary actions against regular permanent employees.
- 6.4.2 The provisions of this disciplinary procedure shall supersede the procedures of the County Personnel Ordinance.
- 6.4.3 Minor disciplinary actions shall be subject to appeal only through the grievance procedure, up to and including Formal Level III. Sections 6.7 through 6.9 of Article VI shall not apply to minor disciplinary actions.

6.5 Notice of Proposed Discipline.

- 6.5.1 The employee shall be given written notice of a proposed disciplinary action, exclusive of a written reprimand, not less than ten (10) days in advance of the date the action is proposed to be taken.
- 6.5.2 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.
- 6.5.3 The notice shall contain:

- 6.5.3.1 The reasons for the proposed action, including the rule(s) or regulation(s) or ordinance(s) violated and a complete explanation of the reasons.
 - 6.5.3.2 A copy of the charges and the recommended action.
 - 6.5.3.3 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).
 - 6.5.3.4 The date and the time of 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.
 - 6.5.3.5 Notice that if no written response is received by the appointing authority by the time scheduled for the response meeting and the employee fails to participate in the response meeting, the appointing authority may proceed to order action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken. Failure to request an opportunity to respond shall constitute a failure to exhaust administrative remedies unless a determination has been made by the parties that the response meeting is not in the best interest of the employee.
- 6.5.4 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.
- 6.5.4.1 The employee may copy and inspect all materials designated as the basis for the charges and recommendations by the appointing authority.
 - 6.5.4.2 The employee may copy and inspect his/her personnel file.
 - 6.5.4.3 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.
- 6.5.5 Scheduling. The date and time for the response meeting with the appointing authority may be reschedule 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.

6.6 Response (Skelly) Meeting.

- 6.6.1 At the time and place set for the meeting giving the employee opportunity to respond, the employee may respond either orally and/or in writing, personally, or with a representative.
- 6.6.2 Neither the appointing authority nor the employee shall be entitled to call witnesses or take testimony.
- 6.6.3 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.
- 6.6.4 At the conclusion of the response meeting or within ten (10) days, the appointing authority shall issue and order, taking, amending, or determining not to take the action, and shall give written notice thereof to the employee, which shall include:
 - 6.6.4.1 An explanation of the basis for the action;
 - 6.6.4.2 The charges upheld;
 - 6.6.4.3 The effective date(s) of the imposed discipline;
 - 6.6.4.4 A list of items upon which action is based or new documents, if appropriate; and
 - 6.6.4.5 Notice of the employee's right to appeal.

6.7 Appeal.

- 6.7.1 If an employee has requested and participated in a response meeting with the appointing authority as set forth above, the employee shall have the right to appeal the appointing authority's disciplinary action to the arbitrator or the parties may agree to pursue mediation. An employee shall be deemed to have participated in a response meeting if the employee or the employee's representative shall have stated either orally or in writing all facts, circumstances or reasons known to the employee at the time of the response meeting that constitute grounds for objecting to or mitigation of the proposed discipline. Such appeal may include the severity of the penalty imposed.
- 6.7.2 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 disciplinary action after Formal Level III. 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.

- 6.7.3 Nothing in this subsection shall prohibit a peace officer from exercising his/her rights under the Peace Officer Bill of Rights.
- 6.7.4 Filing of an appeal or request for mediation shall not stay the effective date of the order of disciplinary action.
- 6.7.5 A written demand for an appeal and hearing must be served on the Director of Human Resources by the employee or his/her representative within ten (10) days of receipt of the appointing authority's order affirming, reversing or modifying the proposed disciplinary action.
- 6.7.6 The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.
- 6.7.7 The demand for hearing shall include:
 - 6.7.6.1 The specific grounds for appeal.
 - 6.7.6.2 Copies of materials on which appeal is based or, if too voluminous, reference to materials in the custody of the County.
- 6.7.8 Upon receipt of the written request for a hearing, the Director of Human Resources shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service or like body. Once that list is received, the County and the employee (or representative) shall within ten (10) days select the arbitrator by alternate striking of names from said list until only one name remains or until both parties agree on the person to hear the arbitration. The party to strike first shall be determined by coin toss.
- 6.7.9 Upon receipt of the name of the selected arbitrator, the Director of Human Resources shall contact the employee and his/her representative and arrange for the earliest hearing date mutually agreeable to the arbitrator, the employee and his/her representative and the County. Should the arbitrator's calendar preclude a hearing date within sixty (60) days, the Director of Human Resources may require the parties to strike names for a replacement arbitrator. The same procedure shall be followed to obtain hearing dates.
- 6.7.10 Nothing shall prevent the parties from agreeing to the name of an arbitrator without resorting to requesting a list.
- 6.7.11 The Director of Human Resources shall notify the parties in writing of the time and place of the hearing at least fifteen (15) days prior to the hearing.
- 6.7.12 Three (3) days prior to the hearing each party shall provide the arbitrator and the opposing party with a pre-hearing statement, a list of witnesses and copies of all exhibits to be submitted. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to a reasonable continuance at the

discretion of the arbitrator. If new allegations or defense are brought out, the opposing party shall have the right to a reasonable continuance at the discretion of the arbitrator.

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

6.8 Hearing.

6.8.1 The hearing shall be conducted as a full-scale evidentiary hearing, with full due process rights, including the rights to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel, and findings to support the decision.

6.8.2 The arbitrator shall operate under the Voluntary Labor Arbitration Rules of the American Arbitration Association unless such rules are in conflict with this Article, or the parties to this Article mutually agree to revise the rules of proceedings for cases falling under the jurisdiction of this Article.

6.8.3 The arbitrator shall conduct a hearing and shall either issue an oral bench decision, or shall, within sixty (60) calendar days of conclusion of the hearing (and submission of briefs, if any), render a written decision and/or order. Any decision of the arbitrator shall be final and binding on the parties and shall not be subject to appeal.

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

6.9 Arbitrator/Mediator Cost.

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.

ARTICLE VII LAYOFFS

7.1 General Provision.

7.1.1 When for lack of funds, lack of work, operational or other 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. The Department of Human Resources shall make an effort to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify.

7.1.2 This Article VII shall not apply to the classifications of Assistant Sheriff-Coroner and Undersheriff-Coroner.

7.2 Order of Layoff.

7.2.1 Layoff shall be made by classification within a department. Within each classification in a department, all extra help employees shall be terminated before any provisional employees are laid off, all provisional employees or temporary employees shall be terminated before any limited term employees, all limited term employees shall be terminated before any probationary employees, all part-time probationary employees shall be terminated before any full-time probationary employees. All probationary employees shall be terminated before any permanent employees, all part-time permanent employees shall be laid off before any full-time permanent employees. Within each of the above categories, employees shall be dismissed in the inverse order of seniority.

7.3 Seniority.

7.3.1 The seniority date of an employee for purposes of layoff and rehire shall be based upon the date of rank followed by the date of hire in the County.

7.3.2 For purpose of layoff, time in rank shall be the determining factor. Persons in higher rank shall bump to the next lower rank previously held. Time in rank in a higher rank will be computed as time in any lower rank bumped into for purposes of layoff from the lower rank.

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

7.3.4 If the seniority of two or more persons in the affected classification within a department, in the same category is identical, date of hire within the classification shall be determinative. If the seniority of two or more persons in the affected classification within a department, in the same category and date of hire within the classifications is identical, date of hire in the department shall be determinative. If the above are equal, the order of layoff shall be determined by lot.

7.4 Bumping.

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

7.4.2 Notwithstanding the provision of Section 7.4.1, an employee may exercise the bumping rights providing therein only on the condition that:

- 7.4.2.1 He/she has more County-wide seniority than the employee to be displaced.
- 7.4.2.2 He/she is willing to accept the reduced compensation level.
- 7.4.2.3 He/she meets the minimum qualifications for the lower class.

7.4.3 Notwithstanding the above, part-time employees shall not have the right to bump full-time employees unless they have held full-time positions in that class and are willing to accept full-time employment.

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

7.5 Notice of Layoff.

7.5.1 The employee shall be given written notice of layoff by the County at least twenty-one (21) calendar days in advance of the effective date of such layoff. The notice of layoff shall include the following information: Reason for layoff, effective date of layoff, a copy of this Article, and forms to assess displacement rights.

7.5.2 An employee who has been notified of his/her impending layoff and who has no bumping rights, fails to exercise those rights, or refuses placement efforts by County Personnel Services on their behalf, may be granted up to 40 hours release time without a loss of pay or benefits, by prior agreement with his//her supervisor, to obtain other employment. Management will not unreasonably withhold permission to utilize this time. In addition, employees may use accrued vacation, administrative leave or compensatory time for this purpose once notice is given.

7.6 Health Insurance.

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

7.7 Reemployment Lists.

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

7.7.1.1 A permanent employee who is laid off and/or reduced in class or displaced shall be automatically placed on the Reemployment List for his/her class at the time of layoff in order of seniority.

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

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

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

7.7.2.1 If the person indicates unavailability or if attempts to reach the individual (including by certified mail) are unsuccessful. Restoration to the Reemployment List may occur if the person indicates availability in writing within the original eligibility period.

7.7.2.2 If the person declines three (3) job offers by the County to a regular full-time or part-time position for which the employee is on a Reemployment List, the person's name will be removed from the Reemployment List.

7.7.3 When a person is reemployed from a Reemployment List, the employee shall be entitled to accrue sick leave and vacation at the same rate at which it was accrued prior to layoff. His/her status in relation to probationary period, merit salary increases, and seniority shall be the same as at the time of layoff. Any unused and unpaid sick leave shall be reinstated.

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

7.8 Hearing.

7.8.1 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 states such facts on his/her appeal form which, if true, would cause such appeal to be granted. Such a request shall be made within five (5) days of service of the notice of layoff. Failure to make such request shall waive the right to hearing. At said hearing, the employee may challenge only the determination of seniority, bumping rights and material compliance with this procedure. The employee shall have the right to be represented by a representative of his choosing, to present evidence, and to cross examine any witnesses. Following the hearing, the County Administrative Officer (or designee) shall issue an order affirming or revoking the layoff of the employee. Unless the order is to revoke layoff, the employee shall be laid off at the date set forth in the notice.

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

7.9 Personnel Lists.

7.9.1 At the same time notices of layoff are sent to employees, the Department of Human Resources shall post a list in the Department of Human Resources of all County

employees in the department 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 VIII OCCUPATIONAL HEALTH

8.1 General Provisions.

- 8.1.1 County and Association agree that the maintenance of employees' physical health is a basic component of satisfactory work performance and that a program of medical examination and review of physical condition as it relates to performance of assigned job duties is appropriate.
- 8.1.2 The physical requirements of jobs have been determined and job-related standards have been developed and implemented by the County. The standards so developed shall apply only to employees hired after July 13, 1987. All new regular employees must take and successfully pass a pre-employment medical examination. All regular permanent employees may be required to take and successfully pass a medical examination when the employer has cause to believe that the employee's health and/or physical condition may be detrimental to the employee, his/her work performance, or to others with whom the employee works. Regular permanent employees unable to successfully pass a job-related medical examination due to medical conditions which are identified as medically correctable and job-related will normally be allowed a reasonable period to correct such condition.
- 8.1.3 Medical examination shall be performed by a physician designated by the County.
- 8.1.4 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.
- 8.1.5 If adverse action is proposed to be taken against an employee as a result of said medical examination, employee has the right to obtain a second examination by a physician of his/her choice selected from a panel of two or more physicians provided by the County at no cost to the employee. The report of the second examination shall be considered prior to the County proceeding with any adverse action.
- 8.1.6 Uncorrected job-related medical conditions determined to be incapacitating for performance of duty as defined and governed by Title 2, Division 5, Part 3, Chapter 8, Article 3 of the 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 the Public Employee's Retirement System, State of California, for a disability

retirement. For this purpose, the County will designate the examining physician and undertake the costs of medical examination.

- 8.1.7 The County and Association favor development and administration of preventative health maintenance program activities to address job related occupational health problems, such as disability retirement, worker's compensation, excessive absenteeism, alcoholism, drug abuse, employee counseling, job stress and psychological testing to determine suitability for law enforcement duties.

ARTICLE IX WAGES

9.1 Salary Increases.

During the term of this agreement, salary increases for all unit classifications will be as follows:

- 9.1.1 A one and two-tenths percent (1.2%) salary increase effective the first day of the pay period that includes July 1, 2017, plus a three percent (3.0%) equity increase for Captain and Undersheriff classifications.
- 9.1.2 A two percent (2.0%) salary increase effective the first day of the pay period that includes July 1, 2018.
- 9.1.3 A minimum two percent (2.0%) and a maximum five percent (5.0%) salary increase based on the results of the Total Compensation Survey conducted pursuant to Section 9.2 below effective the first day of the pay period that includes July 1, 2019.
- 9.1.4 A two percent (2.0%) salary increase effective the first day of the pay period that includes July 1, 2020.
- 9.1.5 Concurrently with the salary increases in this section, the following shall occur:
 - 9.1.5.1 The salary resolution for Step 1/A of the Sergeant classification shall be adjusted as needed to provide a twenty-two and one-half percent (22.5%) salary differential above the salary resolution for Step 1/A of the Deputy Sheriff, Investigator classification.
 - 9.1.5.2 The salary resolution for Step 1/A of the Lieutenant classification shall be adjusted as needed to provide a twenty-two and one-half percent (22.5%) salary differential above the salary resolution for Step 1/A of the Sergeant classification.
 - 9.1.5.3 The salary resolution for Step 1/A of the Captain classification shall be adjusted as needed to provide a twelve percent (12%) salary differential above the salary resolution for Step 1/A of the Lieutenant classification.
 - 9.1.5.4 The salary resolution for Step 1/A of the Undersheriff classification shall be adjusted as needed to provide a twenty percent (20%)

salary differential above the salary resolution for Step 1/A of the Captain classification.

9.2 Total Compensation Surveys.

9.2.1 During the month of June, 2019, the County shall provide a total compensation salary and benefit survey of the following twelve (12) benchmark agencies for the classifications of Sergeant, Lieutenant and Captain:

- 9.2.1.1 County of Butte
- 9.2.1.2 County of El Dorado
- 9.2.1.3 County of Napa
- 9.2.1.4 County of Placer
- 9.2.1.5 County of Sacramento
- 9.2.1.6 County of San Joaquin
- 9.2.1.7 County of Solano
- 9.2.1.8 County of Sutter
- 9.2.1.9 City of Davis
- 9.2.1.10 City of West Sacramento
- 9.2.1.11 City of Winters
- 9.2.1.12 City of Woodland

9.2.2 The survey of total compensation shall include the cost of the following components paid by each of the benchmark agencies:

- (1) Top step salary;
- (2) PERS employer rate;
- (3) Employer pick-up of employee's share of PERS contribution;
- (4) Social Security;
- (5) Health insurance;
- (6) Dental insurance;
- (7) Vision insurance;
- (8) Uniform allowance; and
- (9) Deferred compensation.

9.2.3 For informational purposes only, the minimum salary step and the total number of salary steps in each benchmark agency will also be gathered during the survey of total compensation.

9.2.4 The survey data gathered pursuant to this Section shall be the amounts of the compensation items listed in Section 9.2.2 in effect in each benchmark agency for July 1.

9.2.5 If during the term of this agreement, any other bargaining unit recognized by the County which contains safety employees, using a similar total comp methodology, receives a salary formula in excess of 95% of the average of the selected surveyed agencies, the Association shall receive the same formula.

9.3 Compensation for Court Time.

9.3.1 The provisions of this section apply to time when a Sergeant is required to work for the sole purpose of appearing in court during his regularly scheduled off duty hours.

The provisions of this section are not applicable to exempt employees or employees who appear in court during regularly scheduled work hours where no break in time worked occurs.

9.3.2 A Sergeant shall be compensated for the time spent on such duty with a minimum of three (3) hours for any time required to appear in court during regularly scheduled off duty time or the actual hours of the appearance, whichever is longer. The court appearance minimum and any notification requirements provided to the Deputy Sheriff's Association shall also be provided to Sergeants in accordance with the provisions of this section.

9.3.3 For purposes of this section, if a Sergeant is required to be available through the meal period, the meal time shall be considered time worked within the meaning of this section.

9.3.4 During each fiscal year, a Sergeant shall have the option of being compensated in paid overtime or compensatory time off for the first thirty (30) hours of court time worked within the meaning of this Article. After a Sergeant has worked thirty (30) hours of court time, the Sheriff or his designee shall determine whether additional court time worked during the fiscal year is to be compensated in paid overtime or compensatory time off subject to the regulations imposed by the Fair Labor Standards Act (FLSA).

9.4 Bilingual Pay.

9.4.1 The County agrees to maintain the current bilingual pay plan and shall provide for two levels of interpretation skills, duties and competence. Qualifications and certification of such positions shall be determined by County Human Resources. Positions for which bilingual skills are necessary shall be determined by the Sheriff-Coroner and approved by the County Administrator's Office.

9.4.2 **Conversational:** The normal level of providing oral and written interpretation between English and another recognized language. The compensation for this level shall be one hundred and fifty dollars (\$150.00) per month.

9.4.3 **Advanced:** The advanced level of providing written interpretation to interpret technical documents and concept with a client in addition to the skills and abilities required at the conversational level. The compensation for this level shall be two hundred dollars (\$200.00) per month.

9.5 Standby Pay.

- 9.5.1 Employees assigned to standby duty shall be paid at the rate of \$ 3.00 per hour for Sergeants and \$ 3.50 per hour for Lieutenants and Captains for any hours assigned to standby duty.
- 9.5.2 Whether an employee is or is not on standby, in no instance shall a call back to duty be considered as less than one (1) hour time worked for non-exempt employees.
- 9.5.3 Supervisory employees on standby who, on their own initiative or at the suggestion of the appointing authority, go on duty for the purposes of viewing or monitoring Sheriff Office operations, shall not be entitled to call back pay.
- 9.5.4 Standby duty requires the employee so assigned:
 - 9.5.4.1 To be ready to respond immediately to call for service;
 - 9.5.4.2 To be reachable by telephone or County-provided communication device provided, however, each employee with a County-provided communication device shall remain within communication range;
 - 9.5.4.3 To remain within a reasonable distance of the work locations; and
 - 9.5.4.4 To refrain from activities which might impair the ability to perform assigned duties.
- 9.5.5 Effective July 1, 2003 and continuing through to the end of this agreement, if the standby pay of any classification in the Deputy Sheriff's Association or any classification in the Correctional Officer series is increased, the standby pay for unit members shall also increase by the equivalent amount. In addition, if the standby pay for the Identification Technician, who reports directly to a Sergeant represented by the Sheriff's Management Association, is increased, the standby pay for that Sergeant only shall be increased by the equivalent amount.

9.6 Shift Differential.

- 9.6.1 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 twenty-five (\$1.25) cents per hour for the entire shift.
- 9.6.2 Employees shall not be entitled to shift differential for overtime work unless the overtime is a result of being assigned to an additional shift which falls under Section 9.6.1.
- 9.6.3 Employees working on a day shift shall not be entitled to shift differential even in cases where the working of the overtime extends the work day beyond 6:00 p.m.

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

9.7 Longevity Pay Program.

9.7.1 Employees in the bargaining unit shall be eligible for a two and one-half percent (2.5%) increase in salary after 10 years of service to the county, provided the last annual performance evaluation was overall satisfactory or above.

9.7.2 Employees in the bargaining unit shall be eligible for an additional two and one-half percent (2.5%) increase in salary for a total of five percent (5%) after 15 years of service to the county, provided the last annual performance evaluation was overall satisfactory or above.

9.7.3 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 seven and one-half percent (7.5%) after 20 years of service to the county, provided the last annual performance evaluation was overall satisfactory or above.

9.8 Educational Incentive Pay.

9.8.1 Employees shall receive a two and one-half percent (2.5%) increment above base pay for a two-year college degree from an accredited college or university or seven and one-half percent (7.5%) increment above base pay for a four-year college degree from an accredited college or university.

9.8.2 Employees shall receive a two and one-half percent (2.5%) increment above base pay for a POST intermediate certificate or seven and one-half percent (7.5%) increment above base pay for a POST advanced certificate.

9.8.3 The maximum increase in base pay for sections 9.8.1 and 9.8.2 shall be ten percent (10%) total.

9.8.4 In addition to sections 9.8.1 and 9.8.2, employees who obtain a POST supervisory certificate and possess a four-year college degree from an accredited college or university shall receive a two and one-half percent (2.5%) increment above base pay for a maximum increment of twelve and one-half percent (12.5%).

9.8.5 Unit members shall be responsible for monitoring their eligibility for POST certificates and for notifying the departmental training sections who will then complete the POST certificate application. After receipt of the certificate issued by POST, an employee shall be paid the POST certificate incentive retroactive to the date the POST application was approved by the department.

Note: Provisions 9.8.1 through 9.8.4 are effective July 1, 2015. A unit member who would not achieve the above incentives as of the effective date will be grandfathered in with the incentive percentage they were receiving on June 30, 2015.

9.9 Assignment Pay.

9.9.1 Employees assigned to the detective unit or any other special unit shall receive specialty pay commensurate to the specialty pay received by Deputies provided the same work is performed.

9.9.2 Any supervisor who, on a regular basis, directly supervises more than twelve (12) regular employee subordinates, shall be compensated an additional five percent (5%) above the base salary for his/her classification during such assignment.

9.10 Military Pay.

9.10.1 Employees with at least one (1) year of continuous County 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 his/her 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.

9.11 All economic items, unless specifically state otherwise, shall become effective the first pay period following Board approval of the MOU.

**ARTICLE X
RETIREMENT**

10.1 Public Employees Retirement System.

10.1.1 The County will participate in the 3% at 50 retirement benefit through California Public Employees Retirement System (PERS) for all classic members. New members shall receive the 2.7% @ 57 retirement benefit.

10.1.2 Effective the first pay period following ratification, classic PERS members shall pay nine percent (9%) of their retirement contribution to PERS. New PERS members shall pay one-half the County's normal cost up to the amount allowed by statute.

10.1.3 In addition to the amount contributed in 10.1.2, effective the first day of the pay period including July 1, 2017, employees will pay one percent (1%) of the employer's portion of the CalPERS retirement contribution. In exchange for this contribution, employees shall receive a 0.8 percent (8/10%) salary increase.

10.2 Benefit Levels.

10.2.1 Employees defined as "Classic Members" shall have their retirement benefits computed on the single highest year's salary. Employees defined as "New Members" shall have their retirement benefits computed by averaging the highest annual compensation over a consecutive 36-month period.

10.3 Deferred Compensation

10.3.1 The County agrees to provide employees covered by this Memorandum of Understanding with the deferred compensation investment options mutually agreed upon by the Association and the County.

10.3.2 Effective August 23, 2015, the County shall match an employee's deferred compensation contribution according to the following schedule:

10.3.2.1 Up to one hundred and fifty dollars (\$150) per calendar year for employees with ten (10) years to nineteen and nine-tenths (19.9) years of County service.

10.3.2.2 Up to two hundred and fifty (\$250) per calendar year for employees with twenty (20) or more years of County service.

ARTICLE XI HOLIDAYS

11.1 Regular Holidays.

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

11.1.1.1 July 4 – Independence Day

11.1.1.2 Labor Day (first Monday in September)

11.1.1.3 Veterans Day (November 11)

11.1.1.4 Thanksgiving Day (Third Thursday in November)

11.1.1.5 Day after Thanksgiving

11.1.1.6 Christmas Eve or New Year's Eve (four (4) hours to be taken at the end of the workshift)

11.1.1.7 Christmas Day (December 25)

11.1.1.8 New Year's Day (January 1)

11.1.1.9 President's Day (Third Monday in February)

11.1.1.10 Memorial Day (Last Monday in May)

11.1.1.11 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.

11.1.2 For employees who work Monday through Friday 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.

11.1.3 Employees whose regularly scheduled day off falls on any holiday shall be entitled to equivalent time off, or pay in lieu of equivalent time off, at their regular rate of pay. Normally, employees shall be entitled to take such equivalent time off in conjunction with regular days off.

11.1.4 When a unit member is required to work on the actual holiday, he/she shall be paid for the actual hours worked plus holiday pay or, at the Sheriff's discretion, paid for the time actually worked and given another day off in lieu of the holiday. Holiday pay is straight time pay for the employee's normally scheduled work shift with a maximum of eight (8) hours per holiday.

11.1.5 No employee shall receive benefits for both the actual holiday and the "in lieu" holiday.

11.2 Floating Holidays.

11.2.1 Forty (40) hours per fiscal year shall be deemed floating holiday time which may be taken off during the fiscal year upon the prior approval of the appointing authority. Floating holidays may be taken off in hourly increments and need not be taken off in a set block of time.

11.2.2 On July 1, unit employees shall be credited with forty (40) hours of floating holidays for the fiscal year.

11.2.3 Should all other bargaining units agree to a different method of accruing floating holidays from that provided above, this unit will conform to such common method on the first of the fiscal year next following the conversion of the most recent unit to the common approach.

11.2.4 Any employee who utilizes more hours of floating holidays than earned by the date of his/her termination from the County shall have the equivalent time deducted from any earned but unused vacation or shall pay the equivalent amount in case to the County.

11.2.5 A floating holiday shall be taken during the fiscal year and shall not accrue. Upon termination, any accrued but unused floating holiday time shall be paid at a straight time rate.

11.3 Leave of Absence Without Pay.

11.3.1 Employees who are on leave of absence without pay shall not be entitled to holidays or holiday pay for holidays during such leave. During such time that an employee is on leave of absence without pay, the employee's accrued floating holiday time shall be reduced at the rate of one and fifty-four hundredths (1.54) hours for each pay period the employee is on leave of absence without pay.

ARTICLE XII VACATION

12.1 Vacation.

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

employee shall accrue vacation time according to the schedule set forth in subsection 13.2 of this section.

12.1.2 Vacation time accrual shall be based on an eighty (80) hour pay period. All hours worked in excess of eighty (80) hours in a pay period shall be excluded for vacation accrual purposes.

12.1.3 Absence without pay during an employee's first thirteen (13) biweekly periods of employment shall cause his eligibility date for vacation time to be postponed the number of day 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.

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

12.2 Schedule.

12.2.1 For employees hired prior to August 1, 2015, the following accrual schedule will apply:

		Accrual (in hours) per:		
		<u>Pay Period</u>	<u>Reg. Hours Paid</u>	<u>Max/Yr</u>
After 13 biweekly periods	=	3.08	.0385	80
After 3 years	=	4.62	.0577	120
After 11 years	=	4.93	.0615	128
After 12 years	=	5.24	.0654	136
After 13 years	=	5.54	.0692	144
After 14 years	=	5.85	.0731	152
After 15 years	=	6.16	.0769	160
After 16 years	=	6.47	.0809	168
After 20 years	=	7.08	.0885	184

12.2.2 For employees hired after August 1, 2015, the following accrual schedule will apply:

	<u>Pay Period</u>	<u>Reg. Hours</u>	<u>Max/Yr</u>
After 13 biweekly pay periods	3.08	.0385	80
After 5 years	4.00	.0500	104
After 10 years	4.62	.0577	120
After 15 years	5.24	.0654	136
After 20 years	6.16.0769	160	

12.3 Vacation Time Credited.

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

12.4 Accumulation.

12.4.1 All regular employees shall be permitted to accumulate the unused portion of vacation time to their credit; provided, however, they shall not be permitted to accumulate credit for any vacation time in excess of three hundred and sixty (360) hours.

12.4.2 During the term of this MOU, the vacation accumulation cap will increase to four hundred (400) hours. Effective July 1, 2021, the cap will decrease to three hundred and sixty (360) hours.

12.5 Vacation Buy Back and Payoff on Termination.

12.5.1 Any Sheriff's Management employee accruing vacation at the rate of fifteen (15) working days or more per year may receive an equivalent cash payment for up to ninety-six (96) vacation hours per fiscal year.

12.5.2 Upon termination of employment, and after thirteen (13) pay periods of employment, an employee shall be entitled to a lump sum payment for any accrued but unused vacation time, as of the date of termination.

12.5.3 Section 12.5.1 shall sunset and become inoperative on June 30, 2021.

12.6 Scheduling.

12.6.1 Vacation leave shall be taken upon approval of the appointing authority.

12.6.2 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, shall only be rescinded to meet unanticipated departmental needs of an immediate nature.

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

**ARTICLE XIII
ADMINISTRATIVE LEAVE**

13.1 Lieutenants and higher ranks shall be entitled to forty (40) hours of administrative leave. Time usage for such leave is subject to approval of the Sheriff and must be taken within the fiscal year.

13.2 Eligible unit employees (Lieutenants and higher ranks) shall be entitled to administrative leave on the date they become members of the unit. In the event an eligible employee terminates employment, the employee will not be required to pay back any portion of administrative leave previously taken, nor will the County pay any eligible employee for administrative leave left on the records after termination of employment. For employees who become eligible after July 1,

administrative leave shall be earned on a monthly basis and shall be prorated, based on the date the employee became eligible.

ARTICLE XIV LEAVES

14.1 Sick Leave.

14.1.1 All regular permanent bargaining unit employees shall accrue .0461 hours of sick leave with pay, to a maximum of 96 hours per year for each regular hour paid in County service as defined herein.

14.1.2 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.

14.1.3 Sick leave shall be credited as of the end of each biweekly pay period.

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

14.2 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.

14.3 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. The parties agree that such means shall not be used to harass or intimidate employees or to discourage appropriate use of sick leave.

14.5 Authorized Uses.

14.5.1 Sick leave may be authorized for the following uses:

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

14.5.1.2 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.

14.5.1.3 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 three (3) days. Employees are encouraged to schedule

appointments in a manner that minimizes the employee's time away from work.

- 14.5.1.4 Absence due to exposure to a contagious disease where quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

14.6 Sick Leave Not Authorized.

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

- 14.6.1.1 Disability arising from willful misconduct.
- 14.6.1.2 Sickness or disability sustained while on leave of absence without pay.
- 14.6.1.3 Inability to work because of illness due to intemperance or substance abuse unless the employee is participating in a treatment program.

14.7 Vacation Illness.

14.7.1 Illness or injury of an employee while on paid vacation may be charged to sick leave instead of vacation under the following conditions:

- 14.7.1.1 The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would have prevented the employee from performing his/her normal duties had he/she been at work.
- 14.7.1.2 The employee must notify his/her supervisor prior to his/her scheduled return to work, if circumstances allow it, in order to request that his/her vacation time be converted to sick leave and shall provide evidence in the form of a physician's certificate.

14.8 At the discretion of the appointing authority, an employee may be allowed to work back a sick leave absence of four (4) hours or less within the same work week so long as such hours do not result in overtime.

14.9 Accumulated Sick Leave.

14.9.1 Except as otherwise provided in this section, each employee shall be paid one-half (1/2) of the value of his/her accumulated sick leave in excess of two hundred (200) hours upon his/her retirement, layoff, or death, based upon his/her salary at the time of termination.

14.9.2 In lieu of receiving such payment, the affected employee may elect to have his/her accumulated sick leave credited toward retirement in accordance with Section 20862.8 of the Government Code of the State, to the extent allowed by the County's agreement with the applicable retirement system or carrier, provided

such election is submitted in writing to the Director of Human Resources before such payment for accumulated sick leave is made.

14.10 Bereavement Leave.

14.10.1 Bereavement leave because of the death 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.

14.10.2 Up to five (5) day 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, or cousin which shall be charged to accrued sick leave.

14.10.3 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.

14.10.4 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.

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

14.11 Exhaustion of Available Leaves.

14.11.1 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.

14.11.2 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.

14.11.3 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.

14.11.4 At the conclusion of the six (6) month period, if he/she is unable to resume his/her duties, the employment relationship is severed.

14.12 Approved Leave of Absence Without Pay.

- 14.12.1 Any regular employee may be granted an approved leave of absence without pay upon the recommendation of the Sheriff or his/her designee. Such leave shall be granted only upon the exhaustion of all other available discretionary leave time.
- 14.12.2 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 of those premiums.
- 14.12.3 Request for leave of absence without pay shall be made in writing to the Sheriff or his/her designee and shall state specifically the reason for the request, the date the desired leave is to begin, and probable date of return. The Sheriff or his/her designee shall respond within ten (10) days, recommending either granting or denying the request. If recommending denial, the Sheriff or his/her designee shall state in writing the reasons for denial.
- 14.12.4 If the requested leave of absence without pay is for illness or disability, a medical statement from the attending physician covering prognosis and expected date of return to full duty shall be submitted with the request.
- 14.12.5 A leave of absence without pay may be for a period not to exceed one (1) year.
- 14.12.6 Extensions of leave approved for less than one (1) year may be granted upon the recommendation of the Sheriff or his/her designee and approval by the County Administrative Officer. If denial is recommended, the Sheriff or his/her designee 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 to the Sheriff or his/her designee and Human Resources.
- 14.12.7 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.

14.13 Job Abandonment

- 14.13.1 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.
- 14.13.2 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 Sheriff or his/her designee.

ARTICLE XV EVALUATIONS

- 15.1 Employees shall be evaluated in accordance with Yolo County Code Section 2-6.32 and Administrative Rules and Regulations of the Department. Annual evaluations are expected to be completed not less than thirty (30) days following nor more than forty-five (45) days prior to the employee's anniversary date. Should an employee's anniversary date be overlooked, or an evaluation be late and upon the discovery of the error the employee be recommended for the anniversary increase, the County Auditor/Controller's Office on the following bi-weekly payroll shall compensate the employee for the additional salary the employee would have received dating from his anniversary date.
- 15.2 Evaluations shall include narrative remarks to support the overall rating.
- 15.3 Employees who receive rating overall less than satisfactory shall have included with their evaluations:
 - 15.3.1 Clear and accurate statement of the problem to indicate specific areas and evidence of prior counseling, if any.
 - 15.3.2 Suggested remedial action.
 - 15.3.3 Suggested time frame for improvement.Evaluations that recommend termination or rejection from probation need not include Items 15.3.2 and 15.3.3 above.
- 15.4 If an employee feels that a performance evaluation is inaccurate, the employee may rebut in writing within ten (10) working days of the receipt of the final evaluation.
- 15.5 If the employee receives an overall rating of less than satisfactory, the employee may submit a formal appeal of the evaluation to the appointing authority raising specific issues of disagreement. The appointing authority shall hold a meeting with the employee, who may have a representative present. The evaluator who completed the evaluation may be present. Following the meeting, the appointing authority shall render a written decision of the appeal addressing the specific issues the employee raises, within five (5) working days of the meeting on the appeal. If not satisfied with the response, the employee may prepare a formal rebuttal which shall be attached with the response to the evaluation in the personnel file.
- 15.6 Outstanding performance shall be recognized as well as less than satisfactory performance.
- 15.7 It is understood and agreed that this is the sole and exclusive procedure for appeal of evaluations.
- 15.8 The setting of dates for evaluations and merit increases is based on time of continuous service. Except as prohibited by law, when an employee is absent without pay for more

than forty (40) hours during an evaluation period, the evaluation period shall be extended and any associated merit increase shall be delayed by a proportional length of time. Award of the associated merit increase shall be made on the first full pay period following the extended evaluation period and the evaluation date reset proportionally to reflect the gap in service.

- 15.9 Satisfaction of probation is based on time of continuous service. Except as prohibited by law, when an employee is absent for more than forty (40) hours during a probationary period, the satisfaction of the probationary period shall be extended and any associated merit increase shall be delayed by a proportionate amount. Award of the associated merit increase shall be made on the first full pay period following the extended probationary period and the date for the next evaluation reset proportionally to reflect the gap in service.

ARTICLE XVI HEALTH AND WELFARE

16. Health and Welfare Benefits

16.1 Medical

For the term of this agreement, the County will pay \$375.00 per month toward the health insurance premiums of employees and enrolled dependents in any category of approved plans.

16.2 Other Benefits

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

- 16.3 Regular employees may select one 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.

- 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.

16.5 Retiree Health Insurance.

- 16.5.1 Employees who have retired with the Yolo County Sheriff's Department will be eligible for the monthly County payment towards health insurance costs for any employee who retires and is enrolled in one of the County authorized health plans.

Such monthly amount may be increased through the normal operation of the County's contract with PERS.

16.6 Employee Assistance Program.

16.6.1 The County will maintain the existing Employee Assistance Program for the provision of psychological services or counseling for personal matters affecting the member's well-being and therefore affecting the member's job performance. The County will inform supervisory personnel of the services available through the Employee Assistance Program, as well as post notices of the services on bulletin boards near primary work stations.

16.6.2 This service is separate and distinct from examinations and evaluations conducted for purposes of determining fitness for duty as provided by Article VIII of this agreement.

16.6.3 Neither the County nor the Sheriff's Department shall refer any member in need of psychological service or counseling for personal matters to any firm under contract with the County to provide pre-employment or fitness for duty psychological screening or testing as provided by Article VII (Occupational Health).

16.7 Life Insurance

Effective the first of the month following ratification of this Agreement by the Board of Supervisors, the County shall provide a \$ 25,000 life insurance policy for all bargaining unit members.

16.8 Retiree Medical Trust

16.8.1 Effective August 1, 2018, the County and the Association agree to participate in the Peace Officer's Research Association of California's (PORAC's) Retiree Medical Trust, the sole purpose of which is to provide funding for medical expenses and health insurance costs for eligible retirees, or qualified family members of eligible retirees, as established by the Trust. Participation in the Trust shall be the complete and sole responsibility of the Association. The County shall not have any involvement in the Trust's design, its administration or in the benefits paid. Nor shall the County have any responsibility for any actions of the Trust or its trustees or Association with respect to the Trust. The Association will indemnify, defend and hold harmless the County, its agents, officers and employees against any and all claims or legal proceedings regarding the operation of the Trust.

16.8.2 The County will contribute fifty dollars (\$50) per month per participant and the member will contribute the remaining required contribution.

16.8.3 An employee who goes on an unpaid leave of absence will remit payment to the County for the \$50 employee contribution each month while on an unpaid leave, and upon the employee's return, any unpaid balance will be deducted by the County through future payrolls for up to the same number of pay periods for which the employee was on the unpaid leave or in the final paycheck should they not return to full employment following leave.

**ARTICLE XVII
UNIFORM AND SAFETY EQUIPMENT**

17.1 Uniform Allowance.

17.1.1 The County shall pay each eligible employee two hundred and fifty dollars (\$250.00) per quarter to purchase and maintain uniforms required by department rule.

17.1.2 In addition to 17.1.1 above and payable in the same warrant, unit members assigned to SWAT shall receive an additional one hundred dollars (\$100.00) per quarter to purchase and maintain specialty uniforms required for the assignment and in accordance with department rule.

17.2 Leaves.

17.2.1 A uniform allowance will not be paid to an employee who is on unpaid leave from duty in excess of thirty (30) days.

**ARTICLE XVIII
MEDICAL BENEFITS PACKAGE**

18.1 General Provisions.

18.1.1 The Medical Benefits Package allotment is based upon a fiscal year and shall include the County's contributions as listed in Article XVI.

18.1.2 Employees who enter or leave the unit after the start of the fiscal year will receive a prorated share of the amount of the package for the portion of the fiscal year during which they qualify as a unit member beginning with the first day of the month in which the change occurs.

18.1.3 The amount of the Medical Benefits Package shall be set according to provisions listed in Article 16.

18.1.4 If a management employee is placed on leave of absence without pay (LWOP) for a full pay period or more, the Management Benefit Package will be prorated for the year.

18.1.5 Any remaining balance in the Medical Benefits Package beyond that required for medical insurance coverage shall be subject to the rules which apply to the County's Management Benefit Package.

**ARTICLE XIX
FURLOUGHS**

19.1 Furloughs.

19.1.1 Beginning with the commencement of Fiscal Year 1995/96, the County reserves the right to temporarily furlough employees in cases of financial hardship as determined by the Board. The number of any one fiscal year's furlough days (converted to a percentage of annual salary) shall not exceed the equivalent percentage of general wage increases received by members of this bargaining unit since December 15, 1993. Further, in no event shall the total number of furlough days in a fiscal year exceed twelve (12) regardless of the percentage in general wage increases received by members of the unit since December 15, 1993.

19.1.2 Furloughs are not layoffs and will not be subject to the layoff provisions of this agreement or County code. Furlough days shall be counted toward completion of probation and eligibility for health benefits as if they were worked. To the extent possible, reduction in pay as a result of furloughs shall be spread over the remainder of the fiscal year to minimize the impact on any given pay period.

19.1.3 The parties agree that "furloughs" shall not be used for employee disciplinary purposes.

**ARTICLE XX
NO STRIKE/NO LOCKOUT**

20.1 No lockout of employees shall be instituted by the County during the terms of this Memorandum of Understanding.

20.2 The Association agrees that during the term of this Memorandum of Understanding neither it nor its officers, employees or members will engage in, encourage, sanction or suggest any strike (including sympathy strikes), work stoppage, slow down, mass resignation, sick out, strike picketing or other concerted activities or actions tending to disrupt County services or involve suspension or substantial interference with the normal work of the County.

20.3 In the event that Association members participate in such activities in violation of Section 19.2 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.

20.4 In the event that the Association, its representative, or any member of its executive board engages in, encourages, sanctions or suggests any of the actions set forth in Section 19.2 of this Article, the County reserves the right to take whatever action is deemed necessary and legal.

**ARTICLE XXI
ADMINISTRATIVE PROVISIONS**

21.1 Integration.

21.1.1 This Memorandum of Understanding constitutes the entire agreement between the parties and concludes meeting and conferring on any subject, except as provided herein, or as otherwise mutually agreed upon, whether included in this Memorandum of Understanding or not.

21.2 Prior Agreements.

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

21.3 Other Matters.

21.3.1 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.

21.4 Alteration.

21.4.1 No alteration or variation of the terms of this agreement 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.

21.5 Severability.

21.5.1 If any provision of this Memorandum of Understanding shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any such provision should be restrained by any said tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby. If any portion of this Memorandum of Understanding is so held invalid or if compliance with any provision is restrained or barred by court order or by operation of law, the County is authorized to take immediate action to achieve compliance with law and/or to avoid imposition of penalties, 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 for the purpose of arriving at a mutually satisfactory replacement for such article or section.

21.6 Implementation.

21.6.1 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 Memorandum of Understanding. The provisions of this Memorandum of Understanding, except as provided herein, shall supersede County ordinances and

resolutions currently in effect, for the term of this Memorandum of Understanding, to the extent that they are inconsistent with the provisions of this Memorandum of Understanding.

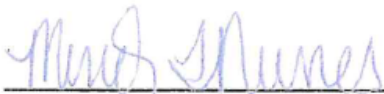
21.7 Term.

21.7.1 Except as set forth in this document, this Memorandum of Understanding shall become effective July 1, 2017 and shall remain in full force and effect to and including June 30, 2021.

21.8 Waiver.

21.8.1 The waiver by the County of any of its officer 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 Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of same, or of any other term, covenant, or condition of this agreement.

COUNTY OF YOLO



Mindi Nunes, Chief Spokesperson
Assistant County Administrator



Alex Tengolics
Legislative & Government Affairs Specialist

SHERIFF'S MANAGEMENT ASSOCIATION



Tim Cantillon, Chief Spokesperson
Goyette & Associates



Louis Pires, President
Lieutenant



Dale Johnson
Captain



Matt Davis
Sergeant

11 Approved by Final Determination of the Board of Supervisors of the County of Yolo on this day of Sept., 2018.

County of Yolo, a political subdivision of the State of California

Oscar E. Villegas

Oscar Villegas
Chair, Board of Supervisors



Julie Dachtler, Deputy Clerk
Board of Supervisors

Approved as to form:

Philip J. Pogledich
County Counsel

By *Ron Martinez*
Ron Martinez, Senior Deputy