Memorandum of Understanding

By and Between

the County of Yuba and

Yuba County Deputy Sheriffs' Association

Representing Bargaining Unit #6

September 01, 2026 – June 30, 2027

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PREAMBLE

This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the County of Yuba (County) and the Deputy Sheriffs' Association (DSA), having met and conferred with regard to wages, hours and other terms and conditions of employment for DSA effective September 1, 2026, through June 30, 2027.

ARTICLE 1 DEFINITIONS

Section 1.01 Scope

Unless the context otherwise requires, the definitions herein set forth govern the construction of these rules.

Section 1.02 Definitions

Base Rate is defined as the entry-level pay of a classification on the County Classification System-Basic Salary/Hourly Schedule (Minimum Hourly Base Rate multiplied by the 1.0000 index rate).

Bi-weekly Pay Period or Pay Period consists of fourteen (14) consecutive calendar days.

Bi-Weekly Pay means employees shall be paid biweekly (every other week) in direct proportion to actual hours worked. Payday will be on the second Friday following the end of each pay period.

Board means the Board of Supervisors of the County of Yuba.

Class means a position or group of positions having duties and responsibilities sufficiently similar that

- The same title may be used,
- The same qualifications may be required and
- The same schedule of compensation may be made to apply with equity.

Compensable Time Off (CTO) Time off with pay in lieu of overtime pay.

Demotion means a reduction in employee's classification, which results in a reduction in therange whether, on a voluntary or involuntary basis.

Department Head means any elected or appointed person who has direct supervision and responsibility for personnel, records, funds, maintenance and services to be performed by a County department.

Displacement means the replacement of an employee in a position by another employee from a class at a substantially equal or higher range when said replacement is in lieu of lay-off for the displacing employee.

Employee means a person legally holding a position in the County service.

Extended Illness means an injury or illness, which requires the absence from work of an employee for more than fifteen calendar days.

Hourly Rate means the amount of individual compensation for a full hour's service, as set forth in the Classification System-Basic Salary/Hourly Schedule.

Immediate Family means a person related by blood, marriage or adoption who is A husband, wife, son, daughter, sister, brother, mother, father, grandfather, grandmother, granddaughter, or grandson unless expanded definition is required by State or Federal law.

Index Rate means a specific rate identified in the Classification System-Basic Salary/Hourly Schedule Merit/Longevity Step Index Table, which is based on an employee's number of years of permanent Yuba County service. The Index Rate is used to determine cash compensation by multiplying the Index Rate by the Base Rate of a classification.

Lay-Off means termination of service without fault on the part of the employee because of lack of work, lack of funds or other causes unrelated to the employee's job performance.

Limited Term Position means a position, which is allocated to a specific mission in a given period of time pursuant to a special program adopted by the Board of Supervisors.

Month means a calendar month.

Part-Time Employee means a regular employee who is regularly assigned to work a specific number of hours less than a normal full-time schedule.

Performance Improvement Plan (PIP) means a written document to facilitate constructive discussion between an employee and their supervisor and to help clarify the work performance to be improved. It is implemented at the discretion of the supervisor.

Permanent Position means a position approved by the Board of Supervisors and included in the allocation schedule.

Permanent Status means an employee has completed a probationary period for a Yuba County position.

Position means a specific office, employment or job calling for the performance of certain duties and the carrying of certain responsibilities by an individual either on a full-time or part-time basis.

Probation means that period of time, which is an extension of the examination process required before an employee gains permanent status.

Probationary Employee means an employee who has been certified and appointed from an employment list, or has been reinstated after resignation, or has been transferred, promoted, or demoted, but who has not completed a probationary period.

Promotion means the movement of an employee from one class to another class having a higher base rate of pay.

Range references a salary band that is uniformly structured across all classifications.

Reassignment means the movement of an employee from one position to another position of the same classification within the same department.

Regular Employee means an employee in the classified service who occupies a permanent position, whether limited term, part-time, or full-time.

Salary Anniversary Date (SAD) means the date on which an employee will receive their annual salary merit increase, normally the first day of the month following an employee's Service Computation Date.

Separation means any termination of employment either voluntary or involuntary, which may include death, discharge, lay-off, resignation, retirement or work completion.

Service Computation Date (SCD) means an employee's most current hire date, adjusted for any prior service with the County as a Regular Employee, and for any Leave taken Without Pay. *Employees hired on or after July 01, 2013*: **Service Computation Date (SCD)** means an employee's most current hire date, adjusted for any Leave taken Without Pay.

Transfer means either:

A. The movement of an employee from one position to another within the same class, but to another department; or

B. The change of an employee from one position to a position in another class with the same pay range.

Section 1.03 Exercise of Power

Unless expressly otherwise provided, whenever a power is granted or a duty imposed upon an appointing authority, the power may be exercised or the duty performed by a deputy of the appointing authority or by a person authorized by them pursuant to law.

Section 1.04 Review of Personnel Files

Employees are entitled to review their personnel file maintained in the department or in the Human Resources Department by following the procedure set forth by the Human Resources Director or the Department Head or designee.

ARTICLE 2 MANAGEMENT RIGHTS

Management rights include, but are not limited to the County's right to determine the mission of its constituent agencies, departments, commissions, and boards; set standards of service provided by the County; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action in accordance with applicable rules and regulations; lay-off its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the type of work assigned to job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and take all necessary actions and carry out its mission in emergencies

ARTICLE 3 HOURS OF WORK

Section 3.01 Determination of Department head

The Department Head or designee shall determine the hours of work for each employee in accordance with the needs of the department.

Section 3.02 Hours Work

A. 40 Hour Work Period

Except as may be otherwise provided, the official work week shall be forty (40) hours of work in any seven (7) consecutive calendar days. The work week schedule shall normally consist of five (5) work days of eight (8) hours each, or four (4) work days of ten (10) hours each. The Department Head may establish work week schedules, which differ from the normal schedule above, upon recommendation of the Human Resources Director and approval of the County Administrator.

B. 12-Hour Shift Schedule

Employees in the Sheriff's Department may be assigned a work schedule consisting of three (3) 12-hour shifts on, three (3) days off, three (3) 12-hour shifts on, one (1) 8-hour shift on and four (4) days off. The County has the right to cancel the twelve (12) hour shift schedule at any time, without reasons, provided employees are given at least two (2) pay periods notice of the change.

C. Shift Rotation

The Sheriff has the discretion to rotate employee work schedules to provide twenty-four (24) hour coverage provided they take into consideration the affected employee's work schedule preference based on seniority in rank. The selection of shifts by employees shall take place prior to the posting of the February and August shift schedules. No employee shall work more than two (2) six (6) month shift, or in the Operations Division only, three (3) four (4) month cycles on the same shift.

D. Alternate Work Schedule

An alternate work schedule will be implemented in the Sheriff's Department, when feasible as determined by the Sheriff, for Jail Operations staff. The Sheriff's considerations for implementation and ongoing applicability of this item include but are not limited to necessary staffing, function of jail operations, and overall productivity.

Section 3.03 Duties Imposed on Officers and Employees to be Performed; Staggering Hours of Employment; Compensatory Time-Off

Nothing contained in this MOU shall prevent, relieve or otherwise excuse any county employee from the performance of any duty imposed upon them by law, the Yuba County Ordinance Code, or any other ordinance of this County, or from the rendering of service at such times and places as are necessary in order to properly perform the functions of their office or employment. The Department Head or designee may adjust the hours of

employment of employees in such a manner as to enable the department offices to be open at all times required.

Section 3.04 Part-Time Employees

The hours of work, including authorized absences with pay, for all part-time employees shall be established by the Department Head or designee, with the prior approval of the Board but shall be less than the hours of work established for full-time employees.

Section 3.05 Rest Periods

Subject to the discretion and control of the Department Head or designee, all employees shall be allowed rest periods not to exceed fifteen (15) minutes during each three (3) consecutive hours of work except where public safety and operational requirements do not permit, but the total number of rest periods in any one (1) working day shall not exceed two (2).

Rest periods shall be scheduled in accordance with the requirements of the department and shall be taken at such location as designated by the Department Head or designee.

Section 3.06 Lunch

Except for emergency situations, employees shall be allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the work shift. The exact time and duration of such lunch period shall be within the discretion of the Department Head. Lunch periods shall not be counted as part of total hours worked, except for those employees for whom lunch periods include the actual performance of assigned duties.

Section 3.07 Maximum hours

Employees shall not be required to work more than sixteen (16) consecutive hours. An employee who has worked for sixteen (16) consecutive hours shall not be recalled to work prior to the expiration of eight (8) hours following the termination of the consecutive sixteen (16) hour work period. This provision does not apply to sworn personnel in the Sheriff's Department.

Section 3.08 Job Sharing

Any permanent, full-time position may be shared by two (2) employees, with the approval of the employees involved, the Department Head or designee, and the Human Resources Director.

The work schedule for such employees shall be reduced to writing and may only be changed in the same manner as other work schedules in the Department are altered from time to time, provided that the two (2) employees may agree to temporary adjustments with the approval of the Department Head or designee.

Employees in job sharing arrangements shall be entitled to all of the rights and benefits of regular part-time employees but may work no more than thirty (30) hours per week.

A participant in a job sharing arrangement may apply for appointment to a full-time position either in the same classification or, if qualified, in another classification when a vacancy occurs. Such applications shall be considered in the same manner as all other applications for transfer.

Employees participating in the job sharing program may participate in the health plan by paying the full applicable premium, which will be deducted from their payroll checks.

If one (1) of the participants of a job sharing arrangement terminates employment or is reassigned to another position, the Department Head or designee shall first (1st) offer the remaining participant the right to full-time status before proceeding with the normal process to fill the vacancy as a regular part-time position.

ARTICLE 4 PAYMENT OF SALARY

Section 4.01 Payment

The salary for employees is determined pursuant to the provisions of the Procedure of Merit, and the Classification System – Basic Salary/Hourly Schedule. Employees are paid bi-weekly in direct proportion to actual hours worked. Paydays will be on the second Friday following the end of each pay period. If a scheduled payday falls on an observed holiday, the payday will be the preceding working day.

Part-time Regular Employees: Part-time employees are paid bi-weekly in direct proportion to actual hours worked.Rules regarding processing of payroll shall be established by the Human Resources Director or designee.

ARTICLE 5 OVERTIME AND CALLBACK

Section 5.01 Overtime

A. Overtime Work Defined

1. 40-Hour Work Period

   Overtime work shall be defined as all work specifically authorized by the Department Head or designee that is performed in excess of forty (40) hours per week. Overtime shall not be considered unless it has been specifically ordered or authorized by the department head or designee. In sudden emergency situations when prior authorization for overtime is not possible, the approval of the Department Head or designee shall be sufficient.

2. *12-Hour Shift*

   Employees who are scheduled to work a twelve (12) hour shift plan, overtime work shall be defined as all authorized work in excess of eighty (80) hours in a fourteen (14) day work period. Overtime shall not be considered unless it has been specifically ordered or authorized by the Sheriff or designee. In sudden emergency situations when prior authorization for overtime is not possible, the approval of the Sheriff or designee shall be sufficient.

3. *FLSA Period*

   Sworn employees are subject to an FLSA work period that is fourteen (14) days in length with an FLSA overtime threshold of 84 hours, pursuant to 29 U.S.C. section 207(k).

4. Only actual hours worked count towards the calculation of overtime

5. Time spent on paid vacation shall not be counted as time worked for purposes of computing overtime except:

   a. When an employee is required to work overtime for an emergency situation after taking a scheduled vacation in that work week, that vacation time shall be counted as time worked for overtime purposes in that week. This does not include callback from scheduled standby.

   b. When an employee is called off vacation for a countywide declared emergency resulting from a natural disaster.

   c. When an employee is on a scheduled vacation of a week or more and called in to work on a regular day off.

6. Employees who are assigned to work where the outside organizer reimburses the Sheriff's Department for staffing at the overtime rate will receive overtime for all hours worked. These hours will not count as "actual hours worked" for the calculation of overtime.

B. Application of Overtime

1. The Department Head or designee may order employees to work overtime.

2. Time worked as overtime shall not be counted as service time for purposes of employee benefits, eligibility or accrual. or probation, early completion of probation period, or for merit increase.

3. Permanent, probationary, or limited term employee may not be employed in one (1) or more positions, full or part-time, more than a total of forty (40) hours per week (or eighty (80) hours per fourteen (14) day work period for those employees assigned to twelve (12) hour shifts), excepting authorized overtime, unless authorized by the Board of Supervisors. Nothing in this section is to preclude an employee from temporarily serving in another capacity in the event designee.

C. Overtime Payment

Employees will receive overtime at one and one half (1 ½) times their regular rate of pay or Compensatory Time Off (CTO) at one and one half (1 ½) times the hours actually worked. Overtime shall be paid or given as CTO at the discretion of the department head. Overtime shall be rounded up or down to the nearest quarter (1/4) hour. Employees may accrue a maximum of one hundred fifty hours (150) of CTO. Time shall be rounded up or down to the nearest quarter (1/4) hour.

Employees separating from County service will be paid CTO balances at the employee's current hourly rate.

Section 5.02 Use of compensatory Time-off

The Department Head or designee shall determine the period when accrued CTO may be taken by each employee consistent with the needs of the department. The Department Head or designee must give prior approval in writing before CTO may be granted. CTO must be taken in at least one quarter (1/4) hour increments.

If an employee is assigned to a twelve (12) hour shift plan and required to work during their regularly scheduled time off, the Department Head or their designee may schedule time off during the next regularly scheduled shift to ensure the employee has adequate time to rest to avoid the possibility of fatigue. The period of time the Department Head or designee may schedule the employee off shall not exceed the amount of time the employee was required to work during their scheduled time off.

Last Day of Work

Employees who are terminating their employment for reasons other than County retirement shall not use CTO as their termination date.

Section 5.03 Call Back

Employees on Call Back

Employees eligible for overtime compensation who are called back to work after leaving their place of employment will receive two (2) hours of overtime or the actual time worked, whichever is greater. Such overtime shall be computed for work performed from the time reporting at the place of work to the time of completion of the work at such place.

Section 5.04 CTO Cash Compensation

Employees promoting or transferring will be paid for all CTO prior to going to the new position.

ARTICLE 6 BENEFIT PROGRAMS

Section 6.01 Benefit Program Coverage

Regular employees working an average of twenty (20) regularly scheduled hours per week and their dependents are eligible to participate in the County health plans. Coverage commences upon eligibility for coverage under the health plan carriers' rules. If the employee elects medical coverage, then the employee must select a dental plan and the vision insurance.

Section 6.02 Medical Insurance

A. Health/Dental/Vision Coverage

The County provides health insurance through the CalPERS Health Insurance Program, Dental/Vision Plan options include a basic plan and a buy-up plan. The County contributes the PEMHCA statutory monthly MEC set annually by CalPERS on behalf of each employee. The County makes an additional contribution through the County's established Section 125 Cafeteria Plan. In no event will the total contribution exceed the employee's actual cost. Effective August 1, 2025, the County's total monthly contribution, which includes the PEMHCA statutory monthly MEC, is as follows:

Employee only: Up to one hundred percent (100%) of the CalPERS Gold employee only premium and one hundred percent (100%) of the dental and vision basic premium;

Employee plus one: Up to ninety percent (90%) of the CalPERS Gold employee plus one premium and eighty percent (80%) of the dental and vision basic premium;

Employee plus family: Up to ninety percent (90%) of the employee plus family CalPERS Gold premium and eighty percent (80%) of the dental and vision basic premium.

B. In-Lieu Health

Eligible employees may elect to "Opt Out" of the County provided health coverage upon proof of other health insurance coverage and receive In-Lieu of Premium Savings of one hundred twenty-five dollars ($125.00) for the first two paydays of each month.

Employees declining health plan coverage and receiving in-lieu health may re-enroll upon proof of involuntary loss of other coverage. In Lieu of Health is taxable income.

Section 6.03 Survivor Health Insurance Continuation

The County will continue health insurance benefits for a surviving spouse and dependents (to the extent eligible as determined by CalPERS) should the employee be killed in the line of duty.

Section 6.04 Life Insurance Plan

Employees receive a life insurance benefit in the amount of fifty thousand dollars ($50,000). Dependent life insurance is available to employees at their expense.

Section 6.05 Disability Insurance

In 2017, the DSA replaced the PORAC Long Term Disability Plan with the California Law Enforcement Association (CLEA) Plan. In September 2017, the County and the DSA met and conferred on the DSA's decision to change their long-term disability plan provider. It was agreed that, for employees covered under the disability insurance program, accrued leave will be coordinated and used to supplement benefit payments. In no instance shall the combination of disability insurance payments and accrued leave or other county

benefit payments exceed 100% of an employee's monthly salary calculated on an hourly, weekly, bi-weekly or monthly basis. Employees are required to notify the Human Resources Department within five (5) business days of receipt of disability benefits so that benefits can be coordinated. In the event of an overpayment, the employee must make immediate arrangements with the Human Resources Department to repay the overpayment.

DSA members have elected to participate in the California State Disability Insurance Program (SDI). For employees receiving disability insurance payments, accrued leave will be coordinated and used to supplement benefit payments. In no instance shall the combination of disability insurance payments and accrued leave or other county benefit payments exceed 100% of an employee's monthly salary calculated on an hourly, weekly, bi-weekly or monthly basis. Employees are required to notify the Human Resources Department within five (5) days of receipt of disability benefits so that benefits can be coordinated. In the event of an overpayment, the employee must make immediate arrangements with the Human Resources Department to repay the overpayment.

ARTICLE 7 VACATION LEAVE

Section 7.01 Vacation Leave

Vacation leave with pay shall be earned and accrued by regular employees based on the equivalent actual time worked, including authorized absence with pay.

Section 7.02 Time Vacation Leave Begins to Accrue

A. Date of appointment

For purposes of this section Date of Appointment shall be the first day of the pay period following the pay period in which such employee begins work. However, if that new employee begins work within the first three (3) working days of the pay period, then their Date of Appointment shall be the first of that pay period.

B. Accrual

Vacation leave credit shall accrue on the first day of the pay period following the pay period when vacation leave credit is earned. No vacation leave shall be earned when an employee is on leave without pay for half (1/2) of a working month or more. No credit shall be earned for less than a full final pay period's service when an employee terminates for any reason.

Section 7.03 Special Vacation Accrual

Sheriff's Department employees who use zero (0) hours of sick leave in a calendar year shall receive eight (8) hours of vacation leave.

Section 7.04 Vacation Leave Accrual

Employees accrue vacation leave based on the following:

Schedule – For all employees unless otherwise provided.

Length of Service	Accrual
Through completion of 5 years	3.6923 hours per pay period
More than 5 through completion of 10 years	4.9615 hours per pay period
More than 10 through completion of 15 years	5.5385 hours per pay period
More than 15 through completion of 20 years	6.2308 hours per pay period
More than 20 years completed	7.3846 hours per pay period

Section 7.05 Part-Time Employee

Part-time employees accrue vacation leave in the proportion that their regularly scheduled hours of service bear to regular full-time service. Such leave time shall be earned for each full pay period of part-time service.

Section 7.06 Maximum Accrual

Vacation leave may accumulate to a maximum of three hundred eighty-four (384) hours. Employees at the maximum will not accrue vacation leave until the vacation leave is below the maximum limit.

The Department Head or designee and employee shall, while considering the needs of the department, schedule sufficient vacation to avoid the employee reaching the maximum accrual. Should the employee fail to request time off, the Department Head or designee may schedule the vacation to the extent necessary to ensure the employee does not reach the maximum accrual.

Section 7.07 Use of Vacation Leave

A. The Department Head or designee shall determine the period when accrued vacation leave may be taken by employees. Vacation leave will be used in one quarter (1/4) hour increments.

B. *Last Day of Work*

For reasons other than retirement, employees who are terminating their employment may not extend their employment by using vacation. The use of vacation to extend employment for retirement purposes requires the approval of their Department Head.

C. *Workers Compensation / Job Protected Leave / Disability Leave Exception*

An employee on Workers' Compensation or Job Protected leave or Disability leave may make an irrevocable choice before sick leave is exhausted not to use vacation hours to supplement disability benefits. However, should the employee make such irrevocable choice, they may not use vacation hours until they have returned to work full time for one (1) month, nor may they be eligible for donation of catastrophic leave.

Section 7.08 Cash Compensation upon Termination

An employee who separates employment will be paid for their accrued vacation leave at the employee's current hourly rate of pay.

Section 7.09 Conversion to Deferred Compensation

Section 7.09 is deleted and the provisions in the Rules Governing and Compensation, Benefits, and Working Conditions of Employees of the County of Yuba Article 9, Section 9.11 Conversion to Deferred Compensation does not apply to the DSA.

ARTICLE 8 SICK LEAVE

Section 8.01 Sick Leave

Sick leave with pay shall be earned by regular full, part-time, and limited term employees and may be used as herein provided.

Section 8.02 Definition

Sick leave means the necessary absence of an employee because of:

A. The employee's illness or injury.

B. The employee's exposure to a contagious disease.

C. Any medical treatment or recovery from such treatment prescribed by a healthcare provider.

D. Bereavement Leave

Employees who have been employed by the County for at least thirty (30) days are entitled to five (5) days of bereavement leave in the event of the death of an immediate family member. Employees will also receive twenty-four (24) hours of paid leave that must be used concurrently with any bereavement leave taken. Employees must first utilize any available, unused vacation, CTO, floating holiday, or sick leave for the remaining portion of any unpaid bereavement leave. The employee who utilizes bereavement leave must notify their supervisor of the intent to use bereavement leave. Bereavement leave must be used in quarter (1/4) hour increments and must be taken within three (3) months following the date of death of the family member.

An employee who utilizes bereavement leave must notify their supervisor or designee of the intent to use bereavement leave. Employees may use

bereavement leave on a non-consecutive basis but must complete leave within three (3) months of the date of death of an immediate family member. The County may request an employee seeking bereavement leave to provide documentation to support the leave.

E. Family Sick Leave

An employee may use Family Sick Leave for the illness of a member of the employee's immediate family who requires the care and assistance of the employee. Up to eighty (80) hours per calendar year of sick leave may be used for this purpose.

The Department Head or designee shall approve any sick leave after having ascertained that the absence was for the reason authorized herein. However, the Department Head or designee may require the employee to submit substantiating evidence including, but not limited to, a healthcare provider's certificate specifying the employee's limitations, medical necessity, and/or the medical necessity of the employee's family for assistance.

Section 8.03 Time Sick Leave Begins to Accrue

An employee shall not accrue sick leave with pay until the first day of the pay period following the pay period in which such employee begins work. However, if that employee begins work within the first three (3) working days of the pay period, then they shall accrue sick leave from the beginning of that pay period.

Section 8.04 Rate of Accrual

Sick leave shall be earned as follows:

A. Each regular full-time employee shall accrue sick leave with pay at the rate of three point nine two three (3.6923) hours per pay period without limit.

B. Regular part-time employees shall accrue sick leave with pay in the proportion that their regularly scheduled hours of part-time service bear to regular full-time service.

C. Half of sick leave accruals shall be earned when an employee is on a leave without pay for half (1/2) of a pay period or separates for any reason during the month.

Section 8.05 Usage

A. Sick leave accruals are earned at the end of the pay period and are available for use the first day of the following pay period. Sick leave will be used in one quarter (1/4) hour increments.

B. Sick leave usage and ability of an employee to return to work shall be determined by County rules, regulations, and procedures regardless of determinations made by the State of California under the State Disability Insurance (SDI) or Worker's Compensation (WC) program.

C. Paid sick or disability leave time must be spent at home; hospitalized or at a doctor's office; purchasing medication or necessities of life; voting; in matters directly related to the death or serious illness of an immediate family member or in

transit to or from one of the above. Any deviation from these uses of paid sick or disability leave time when the employee is regularly scheduled to work must be authorized by the Department Head or designee.

D. Non-work time which comes between days or shifts of sick or disability leave time must be spent as directed by the employee's attending physician with the purpose of recovering from the illness or injury as quickly as possible for return to work.

E. Employees who are injured or too ill to do their regular work assignment, but are not sufficiently ill or injured to be confined to home or a hospital, are required to check with their department head, department manager, or supervisor regarding the availability of light or limited duty.

F. Employees are to return to work as soon as they recover from an illness or injury including the return to a shift or work day in progress.

G. Sports and other non-county work activities are inappropriate and unacceptable for employees on paid sick or disability leave during scheduled work time from their County position.

H. Employees too ill or injured to work are required to contact their department manager or supervisor before the beginning of their work shift or within the first hour of work, based on the specific departmental policy.

Section 8.06 Exclusions

Employee are not entitled to sick leave while absent from duty on account of any of the following cases:

A. Sickness or injury sustained while on leave of absence without pay.

B. Sickness or injury purposely self-inflicted or caused by willful misconduct.

C. Subsequent to a determination by the Public Employees' Retirement System (PERS) that a sickness or injury qualifies an employee for disability retirement.

Section 8.07 Proof Required

The Department Head or designee shall approve sick leave only after having ascertained that the absence was for an authorized reason. The Department Head or designee may require the employee to submit substantiating evidence including but not limited to a healthcare provider’s certificate in accordance with applicable State and Federal law. The request for substantiating evidence must be made either on or before the time the employee informs the department of their absence or prior to the employee's return to work. If the Department Head or designee does not consider the evidence adequate, they shall disapprove the request for sick leave.

Section 8.08 Sick Leave Upon Rehire

An employee who is rehired within twelve (12) months of separation or rehired from a layoff will have all of their unused sick leave restored.

Section 8.09 Sick Leave Upon Separation For Other Than Retirement

Employees in good standing who have ten (10) years of continuous service may receive up to twenty-five percent (25%) of their first twelve hundred (1200) hours of unused sick leave as pay at their straight time rate of pay.

Section 8.10 Sick Leave Upon Retirement

Employees may elect to: convert all of their unused sick leave to service credit (Section 20965 Unused Sick Leave); or employees in good standing who have ten (10) years of continuous service may receive up to twenty-five (25%) of their first twelve hundred (1200) hours of unused sick leave as pay at their straight time rate of pay and convert the remaining balance of unused sick leave to service credit.

ARTICLE 9 HOLIDAYS

Section 9.01 Holidays

The County observes the following holidays:

- 1st day of January (New Year's Day)
- 3rd Monday in January (Dr. Martin Luther King, Jr. Day)
- 3rd Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- 4th day of July (Independence Day)
- 1st Monday in September (Labor Day)
- 11th day of November (Veteran's Day)
- 4th Thursday in November (Thanksgiving Day)
- The day after Thanksgiving
- 24th day of December (Christmas Eve)
- 25th day of December (Christmas Day)
- 31st day of December (New Year’s Eve)
- Any day designated as a holiday by proclamation of the Governor or the President of the United States, when affirmatively made a holiday by resolution by the Board.

Section 9.02 Holiday In-Lieu

Employees are in positions that are scheduled to work without regard for the holidays listed above. Employees will receive holiday in-lieu in the amount of seven percent (7.0%) of their hourly rate of pay in lieu of receiving any other form of holiday compensation.

ARTICLE 10 LEAVE OF ABSENCE WITHOUT PAY (LWOP)

Section 10.01 Departmental Leave

The Department Head or designee may authorize a departmental leave without pay for a regular employee for a period of time not to exceed fifteen (15) calendar days. An employee shall be authorized a departmental leave only after all accumulated vacation leave, floating holidays, and CTO have been utilized by such employee. If such a departmental leave is requested because of illness or injury of an employee, such employee shall also utilize all accrued sick leave before taking such leave of absence. Except that employees on workers' compensation, job protected or disability leave may make an irrevocable choice before they exhaust their sick leave not to use their vacation to supplement their disability benefits. However, should they do so, they may not use their vacation until they have returned to work full time for one (1) month, nor may they be eligible for donation of catastrophic leave.

Section 10.02 Official Leave

An official leave of absence may be authorized for any regular employee for a period of time not to exceed one (1) year. An official leave of absence may be authorized only after all accumulated vacation leave, floating holidays, and CTO have been utilized by the employee. If such official leave of absence is requested because of illness or injury of an employee, the employee shall also utilize all accrued sick leave before taking such leave of absence. Except that an employee on workers' compensation, job protected or disability leave may make an irrevocable choice not to use their vacation to supplement their disability benefits. However, should they do so, they may not use their vacation until they have returned to work full time for one (1) month, nor may they be eligible for donation of catastrophic leave.

A. A request for an official leave of absence shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reasons for the request; the date when it is desired to begin the leave of absence; and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by the Department Head or designee. In the event that an employee is physically incapacitated and, as a consequence, unable to request a leave of absence, their spouse or immediate next of kin may request such leave. The Department Head or designee shall indicate on the request form their recommendation as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Human Resources Director. If the Human Resources Director concurs in the request, they shall deliver a copy to Payroll. If the Human Resources Director does not concur in the request, the request for an official leave of absence will be forwarded for review to the Board. The Board shall determine whether the request shall be approved or denied. If the Human Resources Director concurs with the Department Head or designee that the request be denied, it is denied. However, the employee may appeal the denial to the Board of Supervisors within ten (10) calendar days of the notice of the decision.

B. An official leave of absence may be extended for an additional year provided that the request for the extension is processed in the same manner as the original request and is made at least ten (10) days prior to the end of the originally authorized leave.

C. The Human Resources Director shall be promptly notified of the return of an employee from an official leave of absence.

D. When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave, and any extension thereof. Any person filling such position shall be an extra help or limited term employee.

E. Failure of an employee to return upon termination of an authorized leave of absence shall be considered as an automatic resignation. Such resignation may be rescinded by the Department Head or designee if the employee presents satisfactory reasons for the absence within three (3) days of the date the resignation became effective.

Section 10.03 Leave without Pay: Vacation and/or Sick Leave Benefits

Any employee who is granted a leave of absence without pay shall not accrue any annual vacation or sick leave benefits during the period of such leave, but shall be entitled to maintain any health, dental, vision, or life insurance program in effect; provided that the cost of all such insurance shall be borne solely by the employee except as provided in the Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba Resolution #2005-113 Article 17, Section 17.08, Subsection C.

Section 10.04 Educational Leave

A. Any employee with the approval of the Board may be granted educational leave of absence without pay for education or training.

B. Any employee who is granted educational leave without pay shall not accrue any annual vacation or sick leave benefits during the period of such leave, but shall be entitled to the benefits of any health, dental, vision, or life insurance program in effect; provided that the cost of such insurance shall be borne solely by the employee.

Section 10.05 Absent Without Leave (AWOL)/Tardy

A. Employees are expected to report to work in sufficient time to begin work at their designated start time and to return to work promptly from their break and lunch periods.

B. Should an Employee be tardy without authorization, their time sheet shall reflect that they were AWOL for the amount of time they were tardy.

C. It is understood that flexibility is in the interest of both the County and the employee; however, should the employee's position require prompt arrival or return to work; or the employee's tardiness becomes excessive or abuse; progressive discipline may be imposed.

D. Employees determined to be Absent Without Leave (AWOL) will be charged Leave Without Pay (LWOP) and will not be required to use vacation hours.

E. Leave Without Pay will be charged in quarter (1/4) hour increments for any part of each quarter (1/4) hour an employee is AWOL.

F. Employee's leave accruals shall not be charged due to tardiness unless requested by the employee and approved by the Department Head or designee.

ARTICLE 11 ADMINISTRATIVE LEAVE

Employees may be placed on administrative leave with pay by the Department Head or designee when extraordinary circumstances exist and such leave is necessary for the operation of the department.

ARTICLE 12 JURY DUTY

Employees are allowed time off with pay as required in connection with jury duty.

A. Employees shall notify their Department Head or designee immediately upon receiving notice of jury duty.

B. Employees are required to return to work on any day they are excused from jury duty with over an hour remaining of the workday, or charge the remainder of the day to vacation.

ARTICLE 13 UNIFORM ALLOWANCE

Section 13.01 Uniform Allowance

Sworn employees in the Sheriff's Department who are required to wear uniforms will receive a uniform allowance of $34.62 per pay period. Non-sworn employees in the Sheriff's Department who are required to wear uniforms will receive a uniform allowance of $25.38 per pay period. New employees required to wear a uniform shall receive their first set of uniforms upon entering service. The Sheriff or designee will determine what the uniform needs are and provide the first set at no cost to the employee. In the event that the Sheriff or designee approves a change in the uniform, the full cost of any new uniform shall be borne by the County.

Section 13.02 Safety Equipment

For designated employees, the County will supply safety equipment to all new employees and replaces as needed. While safety equipment is being defined in this agreement, the determination of appropriate safety equipment is made by the Department Head and may be changed as deemed necessary.

<u>Safety Equipment Defined</u>

A. For purposes of this Section, the term "safety equipment," issued while assigned to the Operations Division of the Sheriff's Department shall refer only to the following listed items:

   1. Handgun

2. Holster
3. Gun Belt
4. Magazine Holder
5. Flashlight and Associated Accessories
6. Handcuffs
7. Handcuff Case
8. CPR Mask
9. Keeper Straps (4)
10. Glove Pouch
11. Taser w/ Holster
12. Rain Jacket – Seasonal upon Request
13. Badge
14. Ballistic Vest
15. Load Bearing Vest – will be replaced as required in conjunction with replacement of ballistic panels
16. Radio and Associated Accessories
17. Baton with Case
18. Department Approved Chemical Agent with Case

B. For the purposes of this Section and when the employee is assigned to the Correctional Division of the Sheriff's Department, the term "safety equipment" shall refer only to the following listed items:

1. Handgun
2. Holster
3. Gun Belt
4. Keeper Straps (4)
5. Magazine Holder
6. Handcuffs
7. Handcuff Case
8. Badge
9. Flashlight and Associated Accessories
10. Radio and Associated Accessories
11. Department Approved Chemical Agent with Case
12. CPR Mask
13. Stab Resistant Vest or Load Bearing Vest (upon hire)
14. Glove Pouch

C. For the purposes of this Section and when the employee is assigned to the Special Investigative Unit of the Health and Human Services Department, the term "safety equipment" shall refer only to the following listed items:

1. Handgun
2. Holster

3. Magazine Holder
4. Flashlight
5. Handcuffs
6. Handcuff Case
7. Badge
8. Ballistic Vest or Load Bearing Vest
9. Radio
10. Rapid Containment Baton and Holder
11. Department Approved Chemical Agent with Case
12. Web gear: belt, radio holder, flashlight holder, and 4 keeper straps
13. Taser with Holster
14. Cell Phone
15. Rain Jacket

D. For the purposes of this Section and when the employee is assigned to the District Attorney's Investigators Unit while assigned of the District Attorney's Department, the term "safety equipment" shall refer only to the following listed items:

1. Glock 22C Handgun
2. Holster
3. Duty Belt
4. Handcuffs
5. Handcuff Case
6. Keeper Straps (4)
7. OC Spray
8. OC Spray Holder
9. Flashlight and Associated Accessories
10. Flashlight Holder
11. Baton
12. Baton Holder
13. Magazines
14. Magazine Pouch
15. Portable Radio
16. Radio Holder
17. Digital Voice Recorder
18. Digital Camera
19. Smartphone
20. Plain Clothes Holster
21. Plain Clothes Magazine Pouch
22. Plain Clothes Cuff Pouch
23. Tactical Vest
24. Ballistic Vest

25. Marked Jacket

E. The return, replacement, purchase and repair of safety equipment items is as follows:

1. Return of safety equipment

   a. An employee who terminates their employment for any reason who has been issued safety equipment by the County shall promptly return all such equipment to the County.

   b. An employee who has been issued safety equipment by the County who is subsequently promoted, demoted or transferred to any position requiring less safety equipment, shall promptly return to the County all safety equipment items not required of the new position.

2. Replacement of safety equipment items

   a. Safety equipment shall be considered for replacement at any time that such equipment does not meet the standards specified by the Department Head or designee and/or when the normal life expectancy of individual items has been reached. The life expectancy of new items for purposes of this section is set forth in the following table:

   <u>8 years</u>

Flashlight	Magazine Holder
Rain Jacket	Keeper straps
Holster	Long baton
Gun Belt	Glove Pouch
Handcuff Case	

   <u>5 years</u>

Chemical Agent Case	Ballistic Vest

   b. The Sheriff or designee shall inspect safety equipment. At the time of the inspection, the Sheriff or designee shall determine the condition of the item and, based upon its condition, shall specify either that such equipment be replaced or repaired.

3. Damage to or loss of safety equipment items

   Any employee who sustains a loss of or damage to the safety equipment items specified other than ordinary wear and tear shall immediately report such damage or loss to the Sheriff or designee.

   a. If a determination is made by the Sheriff or designee that the damage or loss resulted from carelessness or negligence on the part of the employee, the employee will be required to replace the item at their own expense.

b. If a determination is made by the Sheriff or designee that the damage or loss did not result from carelessness or negligence on the part of the employee, such equipment shall be replaced at the County's expense.

ARTICLE 14 TRAVEL AND DRIVING ON COUNTY BUSINESS

Section 14.01 Travel Allowances

A. General Travel

The Board shall fix maximum allowable travel expenses, which shall apply, uniformly to all employees.

B. Peace Officer Standards and Training (P.O.S.T.) Training

When a Sheriff's Department employee attends P.O.S.T. out of town training, the County shall advance to the employee expenses estimated in accordance with P.O.S.T. reimbursement guidelines. Final adjustments shall be made by the Employee upon return.

Section 14.02 Assignments Requiring Travel

A. Purpose

This article sets forth the minimum authorization requirements for driving a County-owned or privately-owned vehicle by an employee who is authorized to drive on County business and also sets forth standards of driving performance. These requirements and performance standards are necessary to reduce the County's risk of liability to a minimum level.

B. The Department Head or designee and Employee responsibility

The Department Head or designee may authorize driving privileges to an employee or volunteer who must drive a County-owned, a County-leased and/or a privately owned motor vehicle to perform his/her assigned functions, provided the employee meets the following requirements:

1. Presents to the Department Head or designee a valid California driver's license appropriate for the motor vehicle(s) the employee will be authorized to drive.
2. Has no physical impairment(s), which preclude driving with or without reasonable accommodation.
3. Maintains a valid California driver's license.
4. If requesting authorization to drive their private car then they must certify to having minimum liability insurance coverage as required by the financial responsibility law of the State Vehicle Code, current and valid vehicle registration and, unless employee qualifies for the exception provided to military personnel outlined in California Vehicle Code, Section 12.080, have a current and valid California registration.

C. Authorization forms

Driver authorizations forms for both County and private cars shall be developed and revised as necessary by the County Human Resources Department. The Department Head and designee shall use the appropriate form(s).

D. Motor vehicle record check

Motor vehicle record checks may be made by the County Human Resources Department with the cooperation of the California State Department of Motor Vehicles in the following instances:

1. New driver authorizations.
2. Renewals of driver authorizations.
3. Whenever deemed necessary by the Safety Board's Accident Review Committee and/or the Department Head or designee.

All record checks shall be deemed confidential material.

E. Cancellation

An authorized driver's driving privilege shall be deemed to be automatically canceled if a motor vehicle record check on the employee or volunteer driver reveals that such driver has no license, or has a suspended or revoked license. The Department Head or designee shall cancel a previously authorized driving privilege whenever an employee retires, terminates, is discharged, is unable to produce proof of current, valid auto insurance, or whenever the privilege is no longer necessary for job functions.

F. Poor driving performance

When an employee is required to drive in the performance of duty, their ability and willingness to drive safely is an important aspect of overall performance of duty. The failure of an employee to drive safely must be a matter of concern to the Department Head or designee who will be expected to take all means available to identify a poor driver and to improve their performance or possibly to relieve the employee of that duty. Poor driving, as other poor performance, can be the basis for discipline pursuant to Article 18 of this MOU as well as other disciplinary and corrective measures. According to Article 18, discipline may include discharge, suspension, reduction in rank of compensation for disciplinary purposes, reprimand as well as other corrective measures. The Department Head or designee shall monitor the accident reports of employees in order to control and minimize the risk liability to the County. To assist in the identification of poor drivers, the following may be considered, which are intended to be instructive not all inclusive:

1. Repeated minor at-fault accidents or moving citations

   These are instances where an authorized driver has a record of three (3) or more minor, at-fault vehicle accidents or moving citations in the past twelve (12) months, or four (4) in twenty-four (24) months. Minor, at-fault accidents are accidents that do not result in injuries to persons nor is there damage to the property of any one (1) person or the County that is more than $1,000.

2. Serious at-fault vehicle accidents

   This is defined as any time an authorized driver has an at-fault vehicle accident on-the-job resulting in injury or death, or damage to property of any one (1) person or the County exceeding $1,000.

3. Willful misconduct or recklessness

   This is any occasion when the facts reported to the Department Head or designee appear to show acts more serious than a simple failure to exercise due care.

4. Citizen Complaints

   Citizen complaints or complaints from other County employees against a County driver for alleged improper driving for whatever reason shall normally be validated and investigated by the County Human Resources Department. Findings shall be reported to the Department Head for action or disposition which is in accordance with this Article.

ARTICLE 15 EDUCATION AND P.O.S.T. CERTIFICATE INCENTIVE PROGRAM

Section 15.01 Qualification Criteria

A. Educational Incentive

1. In order to qualify, an employee must have completed an Associate of Arts or Science degree or a Bachelor of Arts or Science degree from an accredited college or university.

2. Educational incentive will be credited in the first (1st) pay period reasonably available after submission of qualifying proof.

B. Peace Officer Standards and Training (P.O.S.T.) Incentive

1. In order to qualify, an employee must have completed an Intermediate P.O.S.T. Certificate or an Advanced P.O.S.T. Certificate.

2. P.O.S.T. incentive will be credited in the first (1st) pay period reasonably available after submission of qualifying proof.

Section 15.02 Procedures

A. Forms and procedures to determine program eligibility and qualification are developed by the Human Resources Director. The Human Resources Director shall require that satisfactory proof of qualification be furnished by each eligible employee and that a copy of such proof be on file in the County Human Resources Department.

B. Employees who believe they meet the eligibility and qualifications criteria must file a request for determination of eligibility with the Human Resources Department.

Once qualification has been determined according to the provisions included herein, no further filing is required unless there has been a change in the individual's qualification status or a break in service has occurred.

Section 15.03 Compensation

A. Employees who possess an Associate's Degree will receive two and a half percent (2.5%) of their base rate of pay. Employees who possess a Bachelor's Degree will receive five percent (5.0%) of their base rate of pay. Education pay is not cumulative.

B. Employees who possess an Intermediate Peace Officers Standards of Training (POST) pay will receive two and a half percent (2.5%) of their base rate of pay, employees who possess an Advanced Peace Officers Standards of Training (POST) pay will receive an additional two and a half percent (2.5%) of their base rate of pay,

C. Education and POST pay is effective the pay period following submission to Human Resources.

ARTICLE 16 BILINGUAL PAY

Section 16.01 Bilingual Pay

Designated employees who are routinely and consistently required to speak a language other than English, and who are able to do so fluently will receive bilingual premium in the amount of fifty-seven dollars and sixty-nine cents ($57.69) per pay period. Designated bilingual employees will be expected to continue to perform all other job duties required of them by their classification.

Section 16.02 Qualification

To qualify for such a bilingual position, individuals must be State certified or pass a County qualifying language test in the relevant language at the option of the County.

Bilingual pay will be payable at the full per pay period rate in any pay period a designated bilingual employee is on paid status at least half of the pay period. If a designated bilingual employee is on unpaid status or has been placed on paid administrative leave for more than half of the pay period the bilingual pay will be reduced by half. Bilingual pay will not be paid in a pay period if an employee is on LWOP or paid administrative leave for the entire pay period.

Designated bilingual employees hired or assigned bilingual pay within the first seven (7) days of the pay period shall receive the full pay period rate for their first pay period of employment; those hired or assigned bilingual pay after the seventh (7^{th}) of the pay period will receive half of the bilingual pay for their first pay period of employment.

Designated bilingual employees leaving County service during the first seven (7) days of the pay period will receive half of the bilingual pay for that pay period; those leaving

service any time after the seventh (7th) of the pay period will be paid the full pay period rate.

ARTICLE 17 SHERIFF'S DEPARTMENT SPECIAL COMPENSATION

Section 17.01 Yuba County Hill Beat Branch Assignment Premium Pay

An employee who is routinely and consistently assigned to the designated Yuba County Hill Beat on a full-time basis shall receive a Branch Assignment Premium in the amount of one hundred fifteen dollars and thirty-eight cents ($115.38) per pay period.

Employees may be reassigned for a period of up to ninety (90) consecutive days, during any twelve (12) month period. They shall continue to receive Branch Assignment Premium during this time but shall not be entitled to any travel pay for travel required by the reassignment.

The Sheriff has the sole discretion to terminate the assignment to the designated Yuba County Hill Beat with or without cause. When the assignment to the designated Yuba County Hill Beat is terminated at the discretion of the Sheriff for non-disciplinary reasons, and the employee is no longer entitled to the Branch Assignment Premium, such loss of Branch Assignment Premium shall not be considered to be punitive in nature, and is considered a management prerogative.

The assignment to the designated Yuba County Hill Beat, the termination of that assignment, and any loss of Branch Assignment Premium as the result of such action may not be grieved or appealed.

Section 17.02 Resident Hill Deputy Premium Pay

In addition to the ***Yuba County Hill Beat Branch Assignment Premium Pay,*** an employee who is both assigned to the Yuba County Hill Beat in accordance with section 17.01 and is concurrently a resident within the geographic boundaries of the Yuba County Hill Beat will be paid an additional one hundred fifteen dollars and thirty-eight cents($115.38) per pay period. However, this compensation will not be considered as special compensation pursuant to 2 California Code of Regulations §571 for the purpose of determining pensionable earnings. Residency in the Yuba County Hill Beat is determined by referencing the Yuba County Hill Beat map.

The Sheriff, at their sole discretion, may request approval from the Yuba County Board of Supervisors to authorize Resident Hill Deputy Premium Pay for an employee who is assigned to the Yuba County Hill Beat, but does not technically reside within the boundaries of the Yuba County Hill Beat. The decision of the Board of Supervisors is final. Such decision shall not be considered to be punitive in nature and is considered a management prerogative. The decision of the Board of Supervisors is not subject to the grievance or appeal procedure.

Section 17.03 Premium Pay

Employees who are routinely and consistently assigned by the Sheriff to a Jail Training Officer (JTO), a Field Training Officer (FTO), Public Safety Dispatch Trainer, or Community Services Training Officer will receive Training Premium. The Sheriff shall evaluate individual training officer positions for the continuation of the assignment. The Sheriff reserves the sole right to reassign personnel from training officer positions, with or without cause, based on the overall needs of the department. Such reassignments are not considered punitive in nature, and are considered management prerogative and therefore are not subject to the grievance procedures. This premium compensation will apply only to those positions and in the monthly amounts listed below:

Premium Pay	**Premium**
JTO Corrections	Five (5.0%) percent of their base rate of pay
FTO Patrol	Five (5.0%) percent of their base rate of pay
Public Safety Dispatcher (Trainer)	Five (5.0%) percent of their base rate of pay
Classification Pay (Jail Classification Officers)	Five (5.0%) percent of their base rate of pay
Officer in Charge (OIC)	$1.50 per hour
Community Services Training Officer (CSTO)	$1.50 per hour

Officers in Charge (OIC) are appointed to supervise a shift for Jail and Patrol functions and shall receive Supervisor Premium for the actual time the employee is performing duties as an OIC. Community Services Officer Training (CSTO) will receive Training Premium on hourly basis for the actual time the employee is performing duties as a CSTO.

The Sheriff, in their sole discretion, may identify and limit the number of jail or patrol deputies who receive OIC or Classification pay.

Section 17.04 Specialty Assignment Incentive Pay

Deputy Sheriffs assigned to SWAT receive one and one half (1.50%) percent of their base rate of pay.

Deputy Sheriffs or Community Service Officers assigned to the Detective Unit receive Detective Premium in the amount of five (5.0%) percent of their base rate of pay.

Detective – Deputy Sheriffs will be placed on an on-call rotation at least one week per month. During the scheduled on-call week, the Detective - Deputy Sheriff will receive $100 per week.

Section 17.05 Canine unit

Employees who are assigned to the Canine Unit will be compensated for an additional forty-five (45) minutes per day as full and complete compensation for all time spent in the care, feeding, grooming and other needs of the dog during the employee's off duty hours. This time shall be paid at time and one-half (1/2) the California state minimum wage.

The routine reassignment by the Sheriff or designee from a Canine assignment to a non-canine assignment shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process unless presented as a punitive action.

Section 17.06 Shift Differential

Employees in the Sheriff's Department who are routinely and consistently assigned to graveyard shift receives one dollar and fifty cents ($1.50) per hour worked when working the graveyard shift. "Graveyard shift" is defined as an assigned work shift of seven (7) or more consecutive hours, which includes at least four (4) hours of work between the hours of 12:00 a.m. (midnight) and 8:00 a.m. Overtime shall not qualify for shift differential.

Employees in the Sheriff's Department who are routinely and consistently assigned to swing shift receive seventy-five cents ($0.75) per hour worked when working the graveyard shift. "Swing shift" is defined as an assigned work shift of seven (7) or more consecutive hours, which includes at least four (4) hours of work between the hours of 4:00 p.m. and 12:00 a.m. (midnight). Overtime shall not qualify for shift differential.

Section 17.07 Court Tlme

When an employee is required to appear in court during their regularly scheduled off duty hours, the employee will receive three (3) hours of overtime or actual time worked, whichever is greater.

ARTICLE 18 DISMISSAL, SUPSENSION, REPRIMAND, DEMOTION, AND RIGHT OF APPEAL

Section 18.01 Regular Employees – Disciplinary Action and Notice

Any employee, may be reprimanded, suspended, demoted or dismissed by the Department Head or designee. The procedures outlined below shall be adhered to in all instances where said action(s) is/are contemplated.

A. When an employee receives a formal written reprimand from an appointing authority, the employee has ten (10) calendar days after receipt of the letter to file a written or oral response to the letter. (Public safety officers have thirty (30) calendar days in accordance with Section 3306 of the Government Code.) The Department Head or designee may then modify, amend, or revoke any part of the formal written reprimand. The employee's response will be considered by the Department Head or designee. If it is demonstrated that any part of the formal written reprimand is inaccurate or not factually supported it will be modified,

amended, or revoked. Unless revoked completely, the formal written reprimand as amended or modified by the Department Head or designee along with any written response shall be placed in the employee's personal history file in the Human Resources Department. The written reprimand and response shall remain in the employee's personal history file for a period not to exceed two (2) years from the date the final reprimand was issued.

B. Prior to suspension, demotion, or dismissal, the Department Head or designee must contact and discuss such action with the Human Resources Director and/or the County Counsel or their designees.

C. After the discussion in Subsection B above, an appointing authority who concludes that suspension of more than five (5) days, demotion or dismissal is justified, shall notify the affected employee(s) in writing of the proposed action; the reasons therefore with a copy of charges and material on which it is based (except that the department may not use critical incident reports which are over twelve (12) months old or involve behavior not referenced in a prior evaluation or a disciplinary action), and the right to respond to the Department Head or designee. Said notice must be served on the employee at least five (5) calendar days before the intended action.

D. The employee shall be entitled to a meeting with the Department Head or designee within five (5) calendar days of notice of the proposed action to answer the charges; or to present an answer in writing to the charges during the same period. Subsequent to the meeting with or review of written material provided by the employee(s), the Department Head or designee may:

1. Carry out the disciplinary action by written order;
2. Negate the intended action;
3. Impose a lesser disciplinary action; or
4. Notify employee of a greater disciplinary action intended within five (5) days before the intended action and a meeting/review of written material as set forth in Subsection D above.

E. For suspensions of one (1) through five (5) days, Subsection C through E above may be administered after the beginning of the disciplinary action but no later than seven (7) calendar days after imposition of the disciplinary action.

F. Written orders shall be served on the employee and a copy sent to the Human Resources Department. If personal service upon the employee is impossible, a copy of the order shall be sent by registered mail to the employee at their last known address.

G. Management reserves the right to immediately suspend an employee for irrational or improper behavior prior to the written notice required in Subsection C above with the reviews and notices required in the above subsections begin as soon as possible after the imposition of the suspension.

Section 18.02 Causes for Discipline

Each of the following constitutes cause for discipline of an employee or person whose name appears on any employment list:

A. Fraud in securing appointment, including but not limited to falsification of application in securing appointment, and false information concerning professional licenses or certifications.

B. Incompetency.

C. Inefficiency.

D. Inexcusable neglect of duty.

E. Insubordination.

F. Dishonesty.

G. In possession of, or trafficking in, or under the influence of alcoholic beverages or illegal drugs while at work or on county property.

H. Intemperance.

I. Inexcusable absence without leave.

J. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.

K. Discourteous treatment of the public or other employees.

L. Political activity which is in violation of federal, state or local laws and regulations.

M. Use of county property in violation of law or Board order.

N. Violation of this MOU and any rule set forth in the Merit Resolution 2002-21 or as may be amended.

O. Any other failure of good behavior or acts either during or outside of duty hours, which are incompatible with or inimical to the public service.

P. Refusal to take and subscribe to any oath or affirmation, which is required by law in connection with employment.

Q. Violation of any of the provisions set forth in the Merit Resolution 2002-21, Article 19, Prohibited Activities.

R. Violation of The Employment of a Relative rule set forth in the Merit Resolution 2002-21, Article 3, Subsection 10.

S. Violation of written County or departmental policies including but not limited to those relating to safety issues, harassment, discrimination and/or violence.

T. Neglect or willful damage to public property or waste of public supplies or equipment.

U. Failure or refusal to cooperate in an investigation being conducted by the County.

Section 18.03 Right of Appeal

A. Any regular employee who is suspended, demoted or dismissed, except for dismissal or demotion of a probationary employee, may appeal from such order by filing notice of appeal with the County Human Resources Director within five (5) calendar days after service on such employee of the order as herein above provided. Probationary employees shall have no right of appeal for dismissal or demotion except as contained in the County Merit Resolution #2002-21, Article 14 and the County Ordinance Code Section 3.10.100(ii). Within fifteen (15) calendar days from the date of service of said order upon the employee, such employee shall file with the Human Resources Director an answer in writing to the charges set forth in the order of disciplinary action. The Human Resources Director shall review said order, notice of appeal, and answer and shall then discuss the disciplinary action and appeal with the employee and/or their representative and the Department Head or designee in order to determine if a hearing is necessary.

B. In the event an agreement regarding disposition of the matter cannot be reached within fifteen (15) calendar days after filing of the answer to the charges, and upon the request of the employee the Human Resources Director will contact the State of California, Office of Administrative Procedures to request the assignment of a Hearing Officer to hear the appeal. In the event the Office of Administrative Hearings cannot provide an Administrative Law Judge to preside over the hearing within thirty (30) calendar days from the date of the appeal, the Human Resources Director may obtain a list of five (5) hearing officers submitted by the American Arbitration Association and a Hearing Officer may be selected from said list by alternatively striking names until one (1) name remains. The moving party shall strike first. The parties to the hearing may directly select a neutral third (3rd) party to hear the matter and render a decision. The employee and/or their representative must agree within ten (10) calendar days to a hearing date after contact by the Human Resources Director or the appeal will be considered to have been abandoned by the employee and will not be scheduled. Said Hearing Officer will commence hearing the matter as soon as possible.

C. If any employee alleges that the suspension, demotion, or dismissal resulted from discrimination based on race, color, religion, sex, handicap, medical condition, marital status, age, ancestry or national origin, an appeal will be heard on this issue only if the employee's allegation is supported by a written statement of grounds or reasons which are deemed by the Hearing Officer to be sufficiently clear and concrete to permit a hearing. The written statement of grounds must be served on County Counsel at least two (2) calendar days prior to the hearing. The burden of proof shall be on the complainant to show by a preponderance of evidence that an unlawful discriminatory action occurred.

Section 18.04 Hearing

The following rules shall apply to any Hearing conducted under the provisions of this Section.

A. The Hearing shall be public except that, if the employee requests that the matter be heard privately, it shall be so heard.

B. Subpoenas and Subpoenas Duces Tecum may be issued in accordance with Section 11510 of the Government Code.

C. The Hearing shall be conducted in accordance with Section 11513 of the Government Code.

D. The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this Section and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the Hearing Officer. In those cases where the Board reheard the matter as provided by Section 17.05 of this Article, the Board shall establish such time limitations.

E. All costs related to the Hearing directed to be incurred by the Hearing Officer and all fees of the Hearing Officer will be shared equally by the parties, except that,

1. In the event the employee is fully reinstated; or

2. The employee is in a position funded in whole or in part by the federal or state government which comes under Section 19800 of the Government Code of the State of California, such costs and fees will be borne by the County department imposing the discipline.

At the County's discretion, and when the employee is not represented by an association or legal defense fund, the employee's estimated share of the costs shall be deposited with the county prior to scheduling of the hearing. Should the costs exceed the estimate, the employee's salary may be subject to automatic withholding in an amount not to exceed ten percent (10%) of gross pay per month until paid in full. The County will give no less than two (2) weeks prior notice to the commencement of such withholding and employee will execute any and all documents reasonably requested by county to permit such withholding. Failure to execute such agreement will subject the employee to discipline. Other costs including attorney fees shall be borne by the party who incurs said costs.

Section 18.05 Decision

A. The Hearing Officer shall within fifteen (15) calendar days after said hearing make a finding as to whether or not the employee was suspended, demoted, or dismissed for the reasonable cause set forth in the notice of disciplinary action and shall also make a recommendation as to the appropriate disposition of the case.

Written findings and recommendations shall be forwarded by the Hearing Officer to the Clerk of the Board of Supervisors, Human Resources Director, the Department Head, and employee. These findings and recommendations must be placed on the agenda for presentation to the Board in accordance with standard agenda procedures at its first regular meeting after they have been received.

The Board will take the findings and recommendations of the Hearing Officer under advisement and will render a decision within twenty (20) calendar days after the presentation of said findings and recommendations to the Board. The Board may:

1. Follow the recommendation of the Hearing Officer; or
2. Reinstate the employee; or
3. Order any disciplinary action which it judges to be appropriate based on the evidence; or
4. Rehear the matter under the provisions of Subsection 25.04 of this Section.
5. In these cases, the Board's decision shall be final and binding on all parties.

B. The procedures in this Section shall be followed except as outlined below:

1. In cases where discrimination in suspension, demotion, or dismissal based on race, religion, color, sex, marital status, handicap, medical condition, age, ancestry, or national origin is alleged and proven, the Hearing Officer shall have the authority to reinstate the employee without prejudice where such decision is supported by the written findings of the Hearing Officer.
2. For employees in positions funded in whole or in part by the federal or state government which come under Section 19800 of the Government Code of the State of California, the decision of the Hearing Officer, in matters of demotion or dismissal, is final and binding upon all parties within the limits and the authority of Hearing Officers as may be found in relevant sections of this MOU.
3. The Hearing Officer shall have no power to alter, amend, change, add to or subtract from any ordinance, resolution, rule or regulation approved by the Board of Supervisors.
4. The Hearing Officer shall have no power to award punitive damages.
5. The Hearing Officer's findings and award shall be based solely on the evidence presented at the hearing.
6. The decision of the Hearing Officer, as outlined in Subsection B.1 and B.2 above, shall not be subject to modifications by the Board of Supervisors and shall be implemented by Board order.

ARTICLE 19 EMPLOYEE EVALUATIONS

Section 19.01 Purpose

Through the following written and oral review procedures, all aspects of regular employee work performance will be reviewed and assessed as a means of enhancing employees' career growth and development; identifying above and below satisfactory work performance; fostering employer-employee relations; providing a high level of service to the public and effectively utilizing Human Resources to carry out the public business.

Section 19.02 Procedures

A. Regular employees, except as noted, shall receive at least an annual written performance appraisal and evaluation on forms prescribed and/or approved by the Human Resources Director.

B. An employee who receives a rating of overall less than satisfactory and/or a recommendation for denial of their merit step increase will have included in their evaluation:
    1. A clear statement identifying specific problems with the employee's work performance which support the rating and/or merit increase denial;
    2. Factual evidence to support any identified statements of deficiency;
    3. Reference to any prior counseling regarding problems with the employee's performance;
    4. Constructive recommendations for improving or addressing performance deficiency;
    5. A suggested time frame for improvement.

C. Outstanding performance shall be recognized as well as less than satisfactory performance.

D. Each performance appraisal covering a particular time period shall document only that performance which actually occurred during the subject appraisal period.

Section 19.03 Review of Performance Appraisal

Each performance appraisal must be discussed with the employee prior to the Department Head or designee's appraisal or prior to the time the appraisal is placed in the employee's central personnel file. Every employee has the right to meet with the Department Head or designee concerning the results of the performance evaluation. Said review must follow the formal chain of command established for the department. Evaluations may not be appealed, however, should the employee not agree with an evaluation, after meeting with the Department Head or designee, they have the right to file a written response within thirty (30) days which shall be attached to the evaluation. The evaluation may be modified by or at the direction of the Department Head or designee if they determine that it is unsupported by factual data, evidence of prior counseling or it is determined that the evaluation is arbitrary or capricious.

Section 19.04 Withhold Merit Step Index Increase

The employee's Salary Anniversary Date (SAD) is the first (1st) day of the month following their SCD. However, if the SCD is within the first (1st) three (3) days of the month, the SAD will be the first (1st) day of that month in which the employee is hired.

Longevity Step Index increases occur automatically on the employee's SAD.

Merit Step Index increases will occur automatically on the employee's SAD unless the Human Resources Department is notified at least thirty (30) days in advance that the employee has received an evaluation that is less than Meets Standards and is on a Performance Improvement Plan (PIP). If a Merit increase is withheld due to a PIP, it will not be approved until the Department notifies the Human Resources Department that the employee's performance at least meets standards and that the employee has a "Meets Standards" performance evaluation. The employee's Merit Step Index will be the first (1st) day of the month following the successful performance evaluation. However, if the

successful performance evaluation is given on the first (1st) day of the month then the merit increase will be given in that same month..

ARTICLE 20 LAY-OFF AND REINSTATEMENT

Section 20.01 Lay-Offs

The Department Head or designee may lay off employees:

A. Whenever it becomes necessary because of lack of work or funds; or
B. Whenever it is deemed advisable in the interests of economy to reduce the force in a department.

Section 20.02 Order of Lay-Offs

Employees shall be laid off in the following order:

A. Lay-off shall be by department and class within the department except as otherwise noted herein.

B. When it becomes necessary to reduce the force in any department, lay-off of regular employees shall be in the order in which their names appear on the Lay-Off List for the affected class, as prepared by the Human Resources Director, with those persons having the least classification seniority being first laid off.

C. A designated position which requires special or unique knowledge or skills critical to the operation of county business which is in the same class as other positions within a department or office may be exempted from the provision in this Article when recommended by the Department Head or designee and approved by the County Administrator.

Section 20.03 Lay-Off List Computation

When it becomes necessary to reduce the work force in any department, the Human Resources Director shall establish a lay-off list by department and class. Said lay-off list shall be based upon seniority as follows:

A. Seniority Defined

1. Except as modified in Section 20.02 of this Article, seniority will be calculated as the employee's total time in class plus higher class. Seniority shall not be calculated nor included for any period during which the employee did not receive compensation. For any employee who is re-employed after permanent separation, seniority shall be measured from the date of their most recent appointment.

B. Tie Breaking

When two (2) or more employees have the same classification seniority, the tie shall be broken and preference given in the following sequence:

1. Employees with the greatest County seniority
2. Random drawing

Section 20.04 Notice of Lay-Off

The Department Head or designee will provide written notice in person or by certified mail, postage prepaid, return receipt requested and correctly addressed to the last known mailing address of the employee as found in the records of the Human Resources Department. If personal service cannot be made, said notice shall be effective when mailed by ordinary mail to said address. Notice of Lay-Off shall be mailed or delivered to all regular employees affected by a layoff at least fifteen (15) days prior to the effective date of the action. Said notice shall include:

1. Reason for lay-off
2. Regulations pertaining to demotion and displacement in lieu of layoff
3. Effective date of the action
4. Conditions governing retention on and reinstatement from re-employment lists
5. Rules regarding waiver of reinstatement and voluntary withdrawal from the re-employment list
6. Lay-off list credit of the employees

Employees not in regular positions shall be notified of appointment termination at least forty-eight (48) hours prior to the effective date of the action. An employee who is to be laid off may elect to accept such layoff prior to the effective date thereof.

Section 20.05 Demotion and Displacement in Lieu of Lay-Off

A. In lieu of being laid off, an employee may elect demotion and displacement in lieu of lay-off in the same department, to a class previously held by said employee with a lower range or to a lower class within a class series, which the employee either holds or previously held a class. Class series means a class with the same title but different levels as identified as I, II, III, with a possible IV.

B. Demotion and displacement rights to specified classifications shall be applicable only within the department and subject to lay-off list provisions in this Section based on seniority and ability.

C. Notwithstanding Subsection A and B above, employees who are transferred in accordance with the Merit Resolution #2002-21, Article 15, Section 2 and are subject to lay-off, should retain their rights to demotion and displacement in lieu of lay-off in the previous department or to whichever department the employees previous position has been allocated to if the interdepartmental transfer was initiated by the County. Should an employee exercise their rights under this section, all conditions and provisions of these rules shall be applicable.

D. To be considered for demotion and displacement in lieu of lay-off, an employee must notify the Human Resources Department in writing of this election no later than five (5) calendar days after receiving the notice of lay-off. Regular employees shall have an additional five (5) calendar days after each notification that lay-off credit is insufficient to allow displacement as computed in Section 19.03 of this

Article. The Human Resources Director must be notified, in the time frame noted above, for a regular employee to elect to displace to the next lower class.

E. The Department Head or designee may request that their department be exempted from this Section if they are able to demonstrate to the Board of Supervisors that this process would damage the overall efficiency and effectiveness of the department.

Section 20.06 Extra-Help Employment for Laid Off Employees

Should a regular employee be laid off from a classification and department which utilizes extra-help employees in that classification to maintain staffing levels or to perform special projects, the department shall offer available extra-help employment to the laid-off employee. Utilization of extra-help shall not supplant regular employees.

Section 20.07 Priority Consideration

An employee who has received formal notice of their separation from employment resulting from a pending layoff in accordance Section 1 of this Article, may elect to have their name forwarded for Priority Consideration for any County vacancy for which they meet the Minimum Qualifications.

The names of qualifying employees will be sent to the department head of any department that has a vacancy as soon as possible, but no later than five (5) calendar days after the Human Resources Department is notified by the department of the vacancy.

The Department Head with the vacancy is not required to select anyone from the Priority Consideration list; however, the department head or designee is required to interview all employees whose names are submitted to them, before making a final decision on filling the vacancy. If the Department Head would still prefer to consider applicants from a Merit List, they may do so without rejecting from consideration anyone on the layoff list until a final selection is made for their vacant position.

Employees who want to participate in this program must submit a request in writing to the Human Resources Department, and complete a current application (with resume if they wish) with the position title left blank. The Human Resources Department will have authority, only under this program, to copy the employee's application, fill in the position title, and forward it to the Department Head for consideration. The employee's right to participate in this program will terminate on the effective date/time of their layoff and separation from county employment.

Employees who transfer to another department in accordance with this program are subject to the terms and conditions of a transfer as set forth in the Merit Resolution #2002-21, Article 14, Section 3 Probationary Period upon Promotion and Article 15 Transfers.

ARTICLE 21 SALARY

Section 21.01 Salary Adjustment

Effective August 1, 2025, employees will be placed at the specified ranges identified below.

Effective July 1, 2026, all ranges will receive a Cost of Living Adjustment (COLA) with a minimum of one percent (1.0%) and a maximum of three and a half percent (3.5%) based on the 2026 April to April California Consumer Price Index for All Urban Consumers.

Section 21.02 Classification & Ranges

Job Classification	Range
Community Services Officer	87
Correctional Officer	110
Correctional Corporal	130
Crime Analyst	141
DA Investigator I	165
DA Investigator II	195
Deputy Sheriff	165
Deputy Sheriff Trainee	100
Evidence Technician	080
Investigative Assistant	087
Public Safety Dispatcher	110
Senior Evidence Technician	100
Sheriff's Civil Services Associate	093
Welfare Fraud Investigator	165

ARTICLE 22 RETIREMENT

Section 22.01 Safety Retirement Formulas

The County contracts with the California Public Employees Retirement System (CalPERS) for retirement benefits as follows:

Employees *not classified as new members* receive the 2% at 50-safety CalPERS formula with the one (1) year final average compensation period. These employees pay the required twelve percent (12%) member contribution, on a pre-tax basis.

Employees *classified as new members* receive the 2.7% at 57-safety CalPERS formula with the three (3) year final average compensation period. These employees pay one-half (1/2) of the total normal cost as determined annually by CalPERS on a pre-tax basis.

All safety retirement formulas have the following optional CalPERS retirement benefits:

- Sick Leave Service Credit – Section 20965. This benefit provides that unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave in accordance with the PERS formula.
- Non-Industrial Disability Standard

- Industrial Disability Standard
- Pre-Retirement Death Benefits:
  - 1959 Survivor Benefit Level 3
  - Optional Settlement 2 – Section 21548. This benefit provides that the spouse or domestic partner of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Option 2W Death Benefit which is the highest monthly allowance a member can leave a spouse or domestic partner in lieu of the lump sum Basic Death Benefit.
  - Special
- Post-Retirement Death Benefits:
  - $500 Lump Sum
- 2% Retirement COLA

Section 22.02 Miscellaneous Retirement Formulas

The County contracts with the California Public Employees Retirement System (CalPERS) for retirement benefits as follows:

> Employees ***not classified as new members*** receive the 2% at 55 miscellaneous CalPERS formula with the one (1) year final average compensation period. These employees pay the required eight percent (8%) member contribution, on a pre-tax basis.
>
> Employees ***classified as new members*** receive the 2 % at 62 miscellaneous CalPERS formula with the three (3) year final average compensation period. These employees pay one-half (1/2) of the total normal cost as determined annually by CalPERS on a pre-tax basis.

All miscellaneous retirement formulas have the following optional CalPERS retirement benefits:

- Sick Leave Service Credit – Section 20965. This benefit provides that unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave in accordance with the PERS formula.
- Non-Industrial Disability Standard
- Industrial Disability Standard
- Pre-Retirement Death Benefits:
  - 1959 Survivor Benefit Level 3
  - Optional Settlement 2 – Section 21548. This benefit provides that the spouse or domestic partner of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Option 2W Death Benefit which is the highest monthly

allowance a member can leave a spouse or domestic partner in lieu of the lump sum Basic Death Benefit.

- Post-Retirement Death Benefits:
  - $500 Lump Sum
- 2% Retirement COLA

Section 22.03 Deferred Compensation Match

The County provides the following deferred compensation plan match to employees with open 457 deferred contribution accounts:

- Beginning with the pay period following the completion of two (2) years of service, the County will match up to $16.15 per pay period (26x/year)
- Beginning with the pay period following the completion of five (5) years of service, the County will match up to $39.23 per pay period (26x/year)
- Beginning with the pay period following the completion of ten (10) years of service, the County will match up to $78.46 per pay period (26x/year)

Section 22.04 Retirement Health Savings Account

The County provides employees a MissionSquare retiree health savings account (a health reimbursement arrangement as described in Internal Revenue Service Notice 2002-45). Employees may withdraw benefits from the plan upon separation from employment per the requirements of the plan.

The County contributes twenty-three dollars and eight cents ($23.08) per pay periodinto the employees MissionSquare retiree health savings account. The County pays the administrative fees as charged by the plan.

Employees contribute twenty-three dollars and eight cents ($23.08) per pay period into the employees MissionSquare retiree health savings account. DSA may increase the employee contribution amount annually by notifying Human Resources no later than November 15, to be effective the first full pay period in January of the following year, employee contributions will be listed in Appendix “B”.

ARTICLE 23 ASSOCIATION DUES

Upon certification from the Association that an employee has signed an authorization for the deduction of dues, the County shall make payroll deductions in an amount to be determined by the Association and communicated to the County annually. The County shall promptly remit deductions to the Association with a list of dues paying members. Employee requests to cancel membership dues deductions must be directed to the Association. Upon notification from the Association that an employee has canceled membership dues, the County shall promptly cease dues deductions from the employee’s paycheck. The Association shall hold the County harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions, and shall

indemnify the County for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Section, no such deduction shall be made for that period.

ARTICLE 24 JOB PROTECTED LEAVE

The County leaves run concurrently where applicable. All accrued or available leave time runs concurrently with job protected leaves unless the employee elects an available exception. The County utilizes the rolling twelve (12) month period measured backward from the date an employee uses FMLA/CFRA leave.

ARTICLE 25 PROCEDURES FOR MERIT / LONGEVITY STEP INDEX

Section 25.01 Salary Based upon Merit and Longevity

A regular employee's salary will be determined based upon successful job performance and years of loyal service to the County.

Employees hired on or before June 30, 2013, Index Rates between 1.0000 and 1.2160 are defined as Merit. Merit increases are increases to Base Rate. Longevity begins upon completion of the fifth (5^{th}) year of service. Longevity is based on Base Rate

Employees hired on or after July 1, 2013, Index Rates between 1.0000 and 1.3000 are defined as Merit. Merit increases are increases to Base Rate. A Longevity increase is given upon completion of an employee's tenth (10^{th}) and fifteenth (15^{th}) years of service. Longevity is based on Base Rate.

Section 25.02 Salary Determination or Adjustments

A. An employee's salary will be determined or adjusted by multiplying the Base Rate for their classifications, as specified on the Classification System - Basic Salary/Hourly Schedule, by the index rate on the appropriate table below as determined by their Service Computation Dates (SCD), unless specifically specified otherwise, consistent with the applicable sections of this Article.

B. Employees hired on or before June 30, 2013, salary which includes Merit and Longevity, shall be calculated as follows:

- Merit shall be calculated by multiplying Base Rate by Index Rate up to the cap of 1.2160
- Longevity shall be calculated on the incremental difference between the Index Rate and the cap of 1.216
- Total Salary is Base Rate * Index Rate

MERIT / LONGEVITY STEP INDEX TABLE					
Step	**Index Rate**	**Merit Calculation (Pay Rate on Salary Schedule)**	**Longevity Differential (Index Rate - Merit Cap of 1.216)**	**Longevity Calculation**	**Total Salary**
Base – Less than 1	1.0000	Base Rate *1.000	0	—	Base Rate *1.000
At least 1	1.0500	Base Rate *1.050	0	—	Base Rate *1.050
At least 2	1.1030	Base Rate *1.103	0	—	Base Rate *1.103
At least 3	1.1580	Base Rate *1.158	0	—	Base Rate *1.158
At least 4	1.2160	Base Rate *1.216	0	—	Base Rate *1.216
5	1.2160	Base Rate *1.216	0	—	Base Rate *1.216
Years of Service					
6	1.2300	Base Rate *1.216	0.0140	Base Rate × 0.0140	Base Rate *1.230
7	1.2450	Base Rate *1.216	0.0290	Base Rate × 0.0290	Base Rate *1.245
8	1.2600	Base Rate *1.216	0.0440	Base Rate × 0.0440	Base Rate *1.260
9	1.2750	Base Rate *1.216	0.0590	Base Rate × 0.0590	Base Rate *1.275
10	1.2900	Base Rate *1.216	0.0740	Base Rate × 0.0740	Base Rate *1.290
11	1.3050	Base Rate *1.216	0.0890	Base Rate × 0.0890	Base Rate *1.305
12	1.3200	Base Rate *1.216	0.1040	Base Rate × 0.1040	Base Rate *1.320
13	1.3350	Base Rate *1.216	0.1190	Base Rate × 0.1190	Base Rate *1.335
14	1.3500	Base Rate *1.216	0.1340	Base Rate × 0.1340	Base Rate *1.350
15	1.3650	Base Rate *1.216	0.1490	Base Rate × 0.1490	Base Rate *1.365
16	1.3800	Base Rate *1.216	0.1640	Base Rate × 0.1640	Base Rate *1.380
17	1.3950	Base Rate *1.216	0.1790	Base Rate × 0.1790	Base Rate *1.395
18	1.4100	Base Rate *1.216	0.1940	Base Rate × 0.1940	Base Rate *1.410
19	1.4250	Base Rate *1.216	0.2090	Base Rate × 0.2090	Base Rate *1.425
20	1.4400	Base Rate *1.216	0.2240	Base Rate × 0.2240	Base Rate *1.440
21	1.4550	Base Rate *1.216	0.2390	Base Rate × 0.2390	Base Rate *1.455
22	1.4700	Base Rate *1.216	0.2540	Base Rate × 0.2540	Base Rate *1.470
23	1.4850	Base Rate *1.216	0.2690	Base Rate × 0.2690	Base Rate *1.485
24	1.5000	Base Rate *1.216	0.2840	Base Rate × 0.2840	Base Rate *1.500
25	1.5150	Base Rate *1.216	0.2990	Base Rate × 0.2990	Base Rate *1.515
26	1.5300	Base Rate *1.216	0.3140	Base Rate × 0.3140	Base Rate *1.530
27	1.5450	Base Rate *1.216	0.3290	Base Rate × 0.3290	Base Rate *1.545
28	1.5600	Base Rate *1.216	0.3440	Base Rate × 0.3440	Base Rate *1.560
29	1.5750	Base Rate *1.216	0.3590	Base Rate × 0.3590	Base Rate *1.575
30	1.5900	Base Rate *1.216	0.3740	Base Rate × 0.3740	Base Rate *1.590

* Merit is also referenced as Pay Rate on the Yuba County Clasification System - Basic Salary/Hourly Schedule

~~MERIT STEP INDEX RATES:~~

~~LONGEVITY STEP INDEX RATES:~~

~~Number of Years of Service~~	~~Index Rate~~
~~Less than~~	~~1.0000~~
~~at least 1~~	~~1.0500~~
~~" 2~~	~~1.1030~~
~~" 3~~	~~1.1580~~
~~" 4~~	~~1.2160~~
~~5~~	~~1.2160~~

~~Number of Years of Service~~	~~Index Rate~~
~~6~~	~~1.2300~~
~~7~~	~~1.2450~~
~~8~~	~~1.2600~~
~~9~~	~~1.2750~~
~~10~~	~~1.2900~~
~~11~~	~~1.3050~~
~~12~~	~~1.3200~~
~~13~~	~~1.3350~~
~~14~~	~~1.3500~~
~~15~~	~~1.3650~~
~~16~~	~~1.3800~~
~~17~~	~~1.3950~~
~~18~~	~~1.4100~~

~~Number of Years of Service~~	~~Index Rate~~
~~19~~	~~1.4250~~
~~20~~	~~1.4400~~
~~21~~	~~1.4550~~
~~22~~	~~1.4700~~
~~23~~	~~1.4850~~
~~24~~	~~1.5000~~
~~25~~	~~1.5150~~
~~26~~	~~1.5300~~
~~27~~	~~1.5450~~
~~28~~	~~1.5600~~
~~29~~	~~1.5750~~
~~30~~	~~1.5900~~

C. Employees hired on or after July 1, 2013, salary which includes Merit and Longevity shall be calculated as follows:

- Merit shall be calculated by multiplying Base Rate by Index Rate up to the cap of 1.300
- Longevity shall be calculated on the incremental difference between the Index Rate and the cap of 1.300
- Total Salary is Base Rate * Index Rate

MERIT / LONGEVITY STEP INDEX TABLE					
Step	**Index Rate**	**Merit Calculation (Pay Rate in Salary Schedule)**	**Longevity Differential (Index Rate - Merit Cap of 1.30)**	**Longevity Calculation**	**Total Salary**
Less than 1	1.0000	Base Rate *1.000	0	—	Base Rate *1.000
At least 1	1.0500	Base Rate *1.050	0	—	Base Rate *1.050
At least 2	1.1000	Base Rate *1.100	0	—	Base Rate *1.100
At least 3	1.1500	Base Rate *1.150	0	—	Base Rate *1.150
At least 4	1.2000	Base Rate *1.200	0	—	Base Rate *1.200
At least 5	1.2500	Base Rate *1.250	0	—	Base Rate *1.250
At least 6	1.3000	Base Rate *1.300	0	—	Base Rate *1.300
Years of Service					
At least 10	1.3250	Base Rate *1.300	0.0250	Base Rate *0.0250	Base Rate ×1.3250
At least 15	1.3500	Base Rate *1.300	0.0500	Base Rate *0.0500	Base Rate ×1.3500

* Merit is also referenced as Pay Rate on the Yuba County Clasification System - Basic Salary/Hourly Schedule

~~Step~~	~~Number of Years of Service~~	~~Index Rate~~
~~1~~	~~Base~~	~~1.00~~

~~2~~	~~At least 1~~	~~1.05~~
~~3~~	~~At least 2~~	~~1.10~~
~~4~~	~~At least 3~~	~~1.15~~
~~5~~	~~At least 4~~	~~1.20~~
~~6~~	~~At least 5~~	~~1.25~~
~~7~~	~~At least 6~~	~~1.30~~
~~L~~	~~At least 10~~	~~1.325~~
~~L~~	~~At least 15~~	~~1.35~~

Section 25.03 To Determine an Employee's Hourly Rate

1. Determine the number of years of service an employee has completed based on the employee's Service Computation Date (SCD).
2. Refer to the "Number of Years of Service" column. Go to the number of years of service the employee has completed and locate the "index rate" immediately to the right.
3. Refer to the Classification System – Basic Salary/Hourly Schedule and find the current title of the employee's position.
4. Multiply the corresponding Index Rate by the Minimum Hourly Base Rate for the employee's classification to determine the Employee's Hourly Rate.

Section 25.04 Service Computation Date (SCD) and Index Rate Determination

A. Employees hired on or before June 30, 2013, the Service Computation Date (SCD) determines a regular employee's index rate. The SCD is computed by adjusting their current hire date for any prior service with the County as a regular employee, and for any Leave Without Pay (LWOP).

B. Employees hired on or after July 01, 2013, the Service Computation Date (SCD) determines a regular employee's index rate. The SCD is computed by adjusting their current hire date by any Leave Without Pay (LWOP).

Section 25.05 Salary Anniversary Date (SAD) For Merit/Longevity Index Rate Adjustments

The employee's Salary Anniversary Date (SAD) will be the first (1st) day of the month following their SCD. However, if the SCD is within the first (1st) three (3) calendar days of the month, the SAD will be the first (1st) day of that month in which the employee is hired.

Longevity Step Index increases will occur automatically on the employee's SAD. For employees hired on or before June 30, 2013, and for employees hired on or after July 1, 2013, Merit Step Index increases will occur automatically on the employee's SAD, unless the Human Resources Department is notified at least thirty (30) days in advance that the employee has received an evaluation that is less than Meets Standards and is on a Performance Improvement Plan (PIP). If an increase is withheld due to a PIP, any further

increase will not be approved until the Department notifies the Human Resources Department that the employee's performance at least meets standards and that the employee has a "Meets Standards" performance evaluation. The employee's Merit Step Index will be the first (1st) day of the month following the successful performance evaluation. However, if the successful performance evaluation is given on the first (1st) day of the month then the merit increase will be given in that same month.

Section 25.06 Prior Service - Only Applicable to Employees Hired on or Before June 30, 2013

Prior service refers to the number of calendar days between a current employee or applicant's previous hire date and their previous termination date with the County of Yuba as a regular employee. If, when applying the employee's prior service credit on a calendar day basis, it results in a date which falls within the first (1st) three (3) calendar days of the month, the employee will be given credit for that entire month. Should the application of prior service on a calendar day basis result in a date other than the first (1st) three (3) calendar days, the employee's adjusted SCD will be the first (1st) day of the following month.

Section 25.07 Leave Without Pay (LWOP)

LWOP will be computed in either one of two ways.

1. Effective January 1, 2004, each accumulated eight (8) hour increment of LWOP from work (i.e. excluding nonscheduled work days such as weekends) will reduce an employee's SCD by one (1) day (i.e. move the SCD forward one (1) day) or,
2. Prior to January 1, 2004, the granting of any leave of absence without pay exceeding fifteen (15) calendar days will cause the regular employee's salary anniversary date to be postponed (moved forward) a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations will be based on the number of calendar days of such leave.

Section 25.08 Advanced Index Rate Hires (External Recruitments Only)

When it is necessary to attract the best-qualified applicants to a critical position or when an applicant's prior experience justifies, the Department Head is authorized to hire a new employee at an index rate equivalent to the third (3rd) step (index rate 1.10). At the request of the Department Head, the Board of Supervisors may approve the appointment of a new employee at an Index Rate equivalent to the seventh (7th) step (index rate 1.30).

Section 25.09 Salary Upon Promotion

When an employee is promoted to a classification with a higher Base Rate, the employee will have their salary adjusted by multiplying the Base Rate for the new classification as specified on the Classification System - Basic Salary/Hourly Schedule by the index rate from the appropriate table and will be determined consistent with Section 8.02 and/or Section 8.09.

Section 25.10 "Y-Rated" Salary

If a management directed action results in a regular employee being downgraded to a classification with a lower Base Rate, the employee's salary will be 'Y-rated' (frozen). The employee's salary will continue to be "Y-rated" until the salary, as defined in this Article is equal to or greater than the "Y-rated" salary. If an employee does not successfully pass a probationary period and is eligible to return to his/her former position, his/her salary will be computed as normally defined in this Article.

The term "management directed action" shall not include by definition or apply to layoffs or ADA accommodations.

Section 25.11 Salary Upon Transfer

When an employee transfers from one (1) position to another within the County, their salary will be determined by multiplying the base salary of the classification to which they transferred by the appropriate index rate consistent with the employee's SCD and other applicable sections of this Agreement.

Section 25.12 Salary Upon Reclassification

A. No Change

When a reclassification results in no change to the base rate of the classification, there will be no change to the employee's salary.

B. Higher Class

If a reclassification results in an employee's position being assigned to a classification having a higher base rate of pay, the employee's salary will be determined consistent with Section 25.10.

C. Lower Class

If a reclassification results in an employee's position being assigned a lower classification having a lower base rate of pay, the employee's salary will be determined consistent with Section 25.02.

Section 25.13 Postponement of probationary period

Any leave of absence either with or without pay exceeding fifteen (15) days will cause the regular employee's probationary date to be postponed and will extend the probationary period by the number of months equal to the nearest whole number of months that the leave was taken. Calculations are based on the number of days of leave

Upon recommendation of the Department Head, a probationary period may be extended with prior approval from the Human Resources Department for a period not to exceed six (6) months. The recommendation must be made before the probationary period is completed.

ARTICLE 26 TRAINING

Section 26.01 Investigator Training

Employees in the classifications of District Attorney Investigator and Welfare Fraud Investigator shall receive no less than twenty-four (24) hours of training every other year that is either POST certified or offered through the California DA Investigators Association, the California Welfare Fraud Investigators Association or the California Narcotics Officers Association.

ARTICLE 27 NOTICE OF MEET AND CONFER

The County shall provide notice to the Association President regarding changes in policy that fall within the scope of representation under the MMBA. The Association shall have fifteen (15) days to request meet and confer.

ARTICLE 28 CAREER DEVELOPMENT PROGRAM COMMITTEE

The parties agree to create a committee to study a potential Career Development Program for correctional officers. The Committee will consist of no more than three (3) people from the DSA, one (1) from the Sheriff's Office, and three (3) from Human Resources. The committee will schedule meetings as appropriate with the intention of producing a recommendation to the CAO before the expiration of this Agreement.

ARTICLE 29 MISCELLANEOUS

During the term of this MOU, neither the Association nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the County. During the term of this MOU, neither the County nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this MOU.

The Association agrees to notify all officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption, which may be caused or initiated by others, and to encourage employees violating this section to return to work.

The County may discharge or discipline any employee who violates this section and any employee who fails to carry out his responsibilities under this section.

Nothing contained herein shall preclude the County from obtaining judicial restraint and damages in the event of a violation of this Article.

Neither party shall be obligated to meet and confer with respect to any subject or matter contained in this MOU. Nothing herein shall preclude the parties from meeting or conferring by mutual consent.

Signed and agreed upon on _____ by the following parties:

COUNTY OF YUBA	**DSA**
Seth Fuhrer Chair, Board of Supervisors	Jacob Ballentine DSA President
Tiffany Manuel Human Resources Director	Steven Allen DSA Representative