MEMORANDUM OF UNDERSTANDING

Between

The County of Yuba

And

Yuba County Deputy District Attorney Association (DDAA)

September 1, 2026 through June 30, 2027

Table of Contents

PREAMBLE 4
Article 1 Wages 4
1.01 Salary Adjustments 4
1.02 Salary Surveys 4
1.03 Classifications and Ranges 4
Article 2 RETIREMENT 5
2.01 Miscellaneous Retirement Formulas 5
2.02 Employer Contribution to Deferred Compensation Plan 5
Article 3 BENEFIT PROGRAMS 6
3.01 Health, Dental, Vision Insurance 6
3.02 In Lieu Health 6
3.03 Life Insurance 7
3.04 Dependent Health Insurance 7
Article 4 PROFESSIONAL FEES 7
Article 5 SICK LEAVE 7
5.01 General Policy 7
5.02 Definition 7
5.03 Time Sick Leave Begins to Accrue 7
5.04 Rate of Accrual 7
5.05 Use of Sick Leave 8
5.06 Exclusions 9
5.07 Proof Required 9
5.08 Loss of Sick Leave. 9
5.09 Sick Leave Payout and/or Conversion of Sick Leave for CalPERS Service Credit Upon Retirement 9
Article 6 GRIEVANCE PROCEDURES 10
6.01 Purpose 10
6.03 General Provisions 10
6.04 General Procedures 10
Article 7 DISMISSAL, SUSPENSION, REPRIMAND, DEMOTION AND RIGHT OF APPEAL 12
7.01 Disciplinary Guidelines 12
7.02 Regular Employees - Disciplinary Action and Notice 12
7.03 Causes for Discipline 13
7.04 Right of Appeal 14
7.05 Hearing 15
7.06 Decision 15
Article 8 VACATION LEAVE 16
8.01 Vacation Leave 16
8.02 Vacation Accrual Upon Hire 16
8.03 Accrual 16
8.04 Part-Time Employee 16
8.05 Rates of Accrual 16
8.06 Maximum Accrual 16
8.07 Use of Vacation Leave 17
8.08 Cash Compensation upon Separation of County Service 17
8.09Conversion to Deferred Compensation 17
Article 9 – MERIT PROCEDURES FOR MERIT/LONGEVITY STEP INDEX 18
9.01 Salary based upon Merit/Longevity 18
9.02 Salary Determination or Adjustments 18
9.03 To Determine an Employee's Monthly Salary 21
9.04 To Determine an Employee's Hourly Rate 21
9.05 Service Computation Date (SCD) and Index Rate Determination 21
9.06 Salary Anniversary Date (SAD) For Merit/Longevity Index Rate Adjustments 21
9.07 Prior Service 21

9.08 Leave Without Pay (LWOP) 21
9.09 Advanced Index Rate Hires (external recruitments only) 22
9.10 Salary upon Promotion 22
9.11 Salary upon Transfer 22
9.12 Salary based upon Merit 23
9.13 Service Computation Date (SCD) and Index Rate Determination 23
9.14 Salary Anniversary Date (SAD) For Merit Index Rate Adjustments 23
9.15 Leave With Out Pay (LWOP) 24
9.16 Performance Based Merit Delay 24
9.17 Advanced Index Rate Hires (external recruitments only) 24
9.18 Longevity Increase 24
Article 10 OTHER PROVISIONS 24
10.01 Layoff 24
10.02 Probationary Periods 25
10.03 Holidays 25
10.04 Management Leave 25
10.05 Bereavement Leave 25
10.06 Reproductive Loss Leave 23
Article 11 MISCELLANEOUS 26

PREAMBLE

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

Article 1 Wages

1.01 Salary Adjustments

Effective [the first full pay period following adoption by the Board of Supervisors], employees will be placed at the specified ranges identified in 1.03 Classifications and Ranges. This is inclusive of a three percent (3.0%) Cost of Living Adjustment (COLA).

Effective [the first full pay period following adoption by the Board of Supervisors], employees will receive a one-time lump sum payment of five thousand dollars ($5,000) per unit member who has been awarded a Juris Doctor (JD). New employees with a JD who have a start date between July 1, 2024, and June 30, 2027, may submit proof of student loan payment for reimbursement of up to five hundred dollars ($500.00) per month. The total maximum reimbursement will not exceed five thousand dollars ($5000.00).

Effective July 1, 2025, all ranges will receive a COLA with a minimum of one percent (1.0%) and a maximum of three and a half percent (3.5%) based on the 2025 April to April California Consumer Price Index for all urban Consumers.

Effective July 1, 2026, all ranges will receive a 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.

1.02 Salary Surveys

Salary Surveys include only the following comparable core agencies: Butte County, Nevada County, Sutter County, and Yolo County; and the additional agencies of City of Chico, Glenn County, Lake County, Placer County, Tehama County, and City of Yuba City and will use only the following compensation data: Base Salary; Longevity Pay at 10 years; Health Benefits (employer's maximum contribution towards family medical, dental, vision, life & long-term disability insurance); Deferred Compensation; Retiree Health Savings Account Contributions, and employer pickup of employee pension costs and employee pickup of employer pension costs using the retirement tier that was in effect on December 31, 2012.

Market data is valid with a minimum of four (4) comparable agencies, at least two (2) must be from the core agencies.

1.03 Classifications and Ranges

The parties agree to the following:

Classification	Range
Attorney I	214
Attorney II	234
Attorney III	254
Deputy District Attorney I	214

Deputy District Attorney II	234
Deputy District Attorney III	254
Senior Deputy District Attorney	285

Article 2 RETIREMENT

2.01 Miscellaneous Retirement Formulas

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

Employees hired prior to January 1, 2013, who are not classified by CalPERS as a new member will receive the 2% at 55 miscellaneous CalPERS formula with the one (1) year final average compensation period. These employees pay the required nine percent (9%) member contribution, on a pre-tax basis.

Employees hired after December 31, 2012, who are classified by CalPERS as a new member will receive the 2 % at 62 miscellaneous CalPERS formula with the three (3) year final average compensation period. These employees pay one half of the total normal cost as determined annually by CalPERS plus an additional two percent (2%) 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

- Pre-Retirement Death Benefits:
    - 1959 Survivor Benefit Level 3
    - Optional Settlement 2W – 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

2.02 Employer Contribution to Deferred Compensation Plan

The County will provide the following deferred compensation plan match to all DDAA represented employees with open 457 deferred contribution accounts:

- Beginning with the pay period following the completion of 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 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 10 years of service, the County will match up to $78.46 per pay period (26x/year)

Yuba County Deferred Compensation plans currently offered to County employees are the 457 deferred compensation plan, and for employer contributions, a 401(a) plan. These may be subject to change. The 401(a) plan was established for the County to contribute the employer match. The County's contributions will be made to the employee's 401(a) plan.

Article 3 BENEFIT PROGRAMS

3.01 Health, Dental, Vision Insurance

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

The County contracts for employee, dependents, retirees and their dependents medical insurance benefit plans through the CalPERS Public Employees Medical and Hospital Care Program. Employees must enroll in the County's sponsored vision and dental plan.

The County contributes the Public Employees Medical and Hospital Care Act (PEMHCA) statutory monthly MEC set annually by CalPERS on behalf of each employee. The County will make 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 January 1, 2025, the County's total monthly contribution, which includes the PEMHCA statutory monthly MEC, is as follows:

For 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;

For 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;

For 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.

The County will continue enrollment in CalPERS for Health Insurance for the term of the contract. However, due to the continued rising cost of health care, the County must explore alternatives to our current plan and funding. Both parties agree to proactively review alternative health, dental and vision options by continuing to be active in the health care committee.

3.02 In Lieu Health

Eligible employees may elect to "opt out" of the County provided health/dental/vision coverage upon proof of other health insurance coverage and receive one hundred dollars ($100.00) 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 Health is taxable income.

3.03 Life Insurance
The classifications of Attorney I/II/III, Deputy District Attorney I/II/III, and Senior Deputy District Attorney to receive the same life insurance policy provided to management employees.

3.04 Dependent Health Insurance
The county will continue health insurance benefits for a surviving spouse and dependents (to the extent eligible) should the employee be killed on-the-job.

Article 4 PROFESSIONAL FEES

The County of Yuba agrees to pay for the annual bar dues required by the State of California to practice law. The Attorneys in this unit will submit completed bar dues statements to their supervisor no later than January 1st of each year. Any penalties that result from submitting bar dues statements after January 1st will be paid by the employees.

Article 5 SICK LEAVE

5.01 General Policy
Sick leave with pay is accrued by regular employees based on the equivalent actual time worked, including authorized absence with pay.

5.02 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 the treatment, prescribed by a health care provider.

D. **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 the employee's accumulated unused sick leave may be used for this purpose.

E. **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 Federal or State law.

5.03 Time Sick Leave Begins to Accrue
Employees accrue sick leave with pay the first (1st) day of the pay period following the pay period in which the employee begins work. However, if that employee begins work within the first (1st) three (3) working days of the pay period, then they will accrue sick leave for that pay period.

5.04 Rate of Accrual
A. Sick leave is accrued without a maximum limit.

B. Sick leave is earned as follows:

1. Regular full-time employees accrue sick leave with pay at the rate of three point six nine two three (3.6923) hours per pay period.

2. Regular part-time employees accrue sick leave with pay in the proportion that directly relates to regularly scheduled hours of service compared to regular full-time service.

3. **Leave of Absence Without Pay.** A regular full-time employee who is granted a leave of absence without pay in excess of fifteen (15) calendar days will not accrue any annual vacation or sick leave benefits during the period of leave. Exception: Each regular full-time employee who is granted a leave of absence without pay in excess of fifteen (15) calendar days and physically works at least thirty (30) hours in a pay period accrues sick leave with pay at the rate of one point eight four six two (1.8642) hours for that pay period.

4. A regular full-time employee who separates for any reason during the pay period earns three point six nine two three (3.6923) hours of sick leave for that pay period.

5.05 Use of Sick Leave

A. Sick leave may be used once they are earned. Sick leave is earned at the end of the pay period and are available for use the first (1st) day of the following pay period. Sick leave must be used in one quarter (1/4) hour increments.

B. Sick leave usage and ability of an employee to return to work is determined by County rules, regulations, and procedures regardless of determinations made by the State of California under the SDI or the Workers Compensation (WC) program.

C. An employee is to return to work as soon as they recover from the illness or injury including the return to a shift or workday in progress.

D. Employees who are too ill or injured to work are required to contact their department manager or supervisor before the beginning of their work shift if feasible but no later than within the first (1st) hour of work. Department Heads or designees have the option of instructing employees to either leave a message for the supervisor or the department designated contact person. If a message is left for the department, it must include a call-back number for any follow-up information.

E. An employee that has been directed by a medical professional to remain off work for more than one (1) day is not required to report their absence each day, if acceptable documentation has been provided to the department verifying the attending physician's directions.

F. Employees are only required to provide general information about the nature of the illness or injury that necessitated their absence from work. The information requested is solely for the purpose of determining the legitimate use of sick leave.

G. **Recovery of Short Term Disability (STD), State Disability Insurance (SDI) or Workers' Compensation (WC) Overpayment. Sick Leave Usage in Conjunction with STD/SDI/WC.** For employees covered under the State Disability Insurance (SDI) program or Workers' Compensation Program (WC) or the County Short Term Disability (STD) program, sick leave may be used to supplement these benefit payments. In no instance, however, will the combination of Disability Insurance SDI, WC, sick leave, or other County benefit payments exceed one hundred percent (100%) of the 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) calendar days upon receipt of benefits, so that the benefits can be integrated. In some cases due to delays in receiving checks under W/C SDI, or STD, employees may be overpaid. When this occurs, employees must make arrangements to pay back the overpayment within five (5) calendar days unless the employee's condition prevents this. Failure to make arrangements to pay back the overpayment violates county rules. Accordingly this may result in the County taking progressive disciplinary action up to and including termination from employment.

If an employee voluntarily makes arrangements for repayment prior to notification of disciplinary action, the Human Resources Department may limit their repayment to ten percent (10%) of their gross pay each month, or a more substantial amount agreed upon, until the total amount is repaid. If the employee has made no repayment arrangements within two (2) months of first receiving duplicate benefits, the Human Resources Department will begin deducting ten percent (10%) of the employee's gross pay each month until the total amount is repaid.

5.06 Exclusions

No employee is entitled to sick leave while absent from duty on account of any of the following cases to the extent permitted by law:

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 that a sickness or injury qualifies an employee for disability retirement.

5.07 Proof Required

The Department Head will approve sick leave only after having ascertained that the absence was for an authorized reason. The Department Head may require the employee to submit substantiating evidence including but not limited to a physician's certificate in accordance with Federal and State law. The request for substantiating evidence must be made either on or before the time the employee informs the department of his/her absence or prior to the employee's return to work. If the Department Head does not consider the evidence adequate, the employee's request for the use of sick leave will not be approved.

5.08 Loss of Sick Leave.

A. Any employee whose continuity of employment is broken for any reason will lose his entitlement to any sick leave which has accrued but not used, unless reemployed with the County within twelve (12) months of separation date.

B. When an employee is re-employed from a re-employment list after a break in service resulting from lay-off, the employee will be credited with any unpaid sick leave which they had accumulated prior to their break in service. In addition, the prior service of the employee will also be counted for purposes of vacation entitlement.

5.09 Sick Leave Payout and/or Conversion of Sick Leave for CalPERS Service Credit Upon Retirement

A. **Sick Leave Payout.** After ten (10) continuous years of permanent employment with the County upon separation of employment by death or retirement in accordance with provisions of the Public Employees Retirement Law, as amended; or by resignation in good standing or layoff, an employee will be paid a sum equal to twenty-five percent (25%) of their earned sick leave computed on the employee's hourly rate as of the time of death, retirement, layoff or resignation in good standing.

B. **Conversion of Sick Leave for CalPERS Service Credit.** The County contracts with CalPERS to provide Section 20965 Unused Sick Leave conversion for the Miscellaneous Retirement Plan members. In accordance with provisions of the Public Employees Retirement Law, as amended, employees retiring may elect to:

   Convert all of their unused sick leave to service credit; **OR**

If the retiring employee has ten (10) continuous years of permanent employment with the County, upon retirement may elect to receive up to twenty-five percent (25%) of their unused sick leave as pay at the regular rate of pay in accordance with Section A above and convert the remaining balance of unused sick leave to service credit.

Article 6 GRIEVANCE PROCEDURES

6.01 Purpose

The grievance procedures are intended to provide employees means to have their grievances heard in a fair, clear, and expedient manner at the lowest possible level.

6.02 Definition

A grievance may be filed by an employee with a good faith belief that management has violated this Agreement. Discipline matters, performance evaluation ratings, and actions of the Board of Supervisors are excluded from the grievance procedure*.*

6.03 General Provisions

A. Employees are entitled to representation at any level of the grievance process.

B. Employees are entitled to reasonable release time at any level of the grievance process.

C. Timeliness: If the employee or recipient of the grievance is absent from their normal work site for longer than seven (7) calendar days, the grievance may be held in abeyance until the absent party returns. The parties may agree in writing to waive or extend the timelines at any step.

D. If the response deadline falls on a weekend or holiday, the response is due before the close of business the following workday.

6.04 General Procedures

Step 1: Grievances must be filed in writing on the form designated by the Human Resources Director with the immediate supervisor within fifteen (15) calendar days of the cause for the grievance, or, from the date the employee should have reasonably been aware of the basis for the grievance. The employee must clearly state the date, time, and all other circumstances surrounding the situation being grieved; and the requested remedy. The supervisor is required to give the employee a written response within fifteen (15) calendar days of receipt of their grievance. If the supervisor fails to provide a response within fifteen (15) calendar days of receipt of the grievance, the employee may move the grievance to a Step 2 .

Step 2: If the grievance is not resolved at Step 1, it may be submitted to the Department Head for consideration within fifteen (15) calendar days of the immediate supervisor's decision. The Department Head will review the grievance and response and provide the employee a written response within fifteen (15) calendar days of receipt of submission to Step 2. If the Department Head fails to provide a response within fifteen (15) calendar days of receipt of the Step 2 grievance, the employee may move the grievance to a Step 3.

Step 3: If the grievance is not resolved at Step 2, it may be submitted to the Human Resources Director for consideration within fifteen (15) calendar days of the Department Head's decision. The Human Resources Director will review the grievance and responses and may schedule a meeting with the employee to discuss the grievance or give the employee a written response within fifteen (15) calendar days of submission to Step 3. The Human Resources Director will provide a written response or alternative remedy. If the Human Resources Director fails to

respond within fifteen (15) calendar days of receipt of the Step 3 grievance or the meeting, whichever is later, the employee may move the grievance to a Step 4.

Step 4:

A. If the grievance is not resolved at Step 3, either party may request advisory arbitration within fifteen (15) calendar days. A request to proceed to advisory arbitration must be filed with the Human Resources Director, who will promptly request a list of seven (7) arbitrators from the American Arbitration Association (AAA). The Human Resources Director will instruct the AAA to issue a copy of the list to the County and Union. Once the parties have received the lists, representatives of the parties will meet within ten (10) calendar days to determine if they can mutually agree upon using one (1) of the arbitrators listed. Should the parties not reach an agreement, the parties will alternately strike one (1) name from the list until only one (1) name remains. That person will be the arbiter. The moving party will strike first.

B. The Human Resources Director will duly notify the interested parties of the time and place of the hearing as soon as possible but no later than seven (7) calendar days before the grievance hearing.

C. Grievance hearings are closed to the public except when the parties stipulate otherwise. The hearing will be conducted in accordance with Section 11513 of the Government Code. The provisions of Section 11507.6 of the Government Code applies to any hearing conducted under this section, and provides the exclusive right to and method of discovery except that time limitations will be those established by the arbiter as the case may be. Subpoenas and subpoenas duces tecum are authorized as provided by Government Code Section 11450.05 et seq.

D. The Arbiter will render judgment as soon after the conclusion of the hearing as possible but in no event later than thirty (30) calendar days after the close of the grievance hearing, unless mutually agreed to otherwise by the parties. The Arbiter's decision will set forth which alleged violations, if any, are sustained and the reasons. The Arbiter's decision will set forth findings of fact and conclusions of law. The Arbiter may sustain or reject any or all of the charges filed in the grievance. The Arbiter’s opinion is advisory.

E. Written findings and recommendations will be forwarded by the Arbiter to the Clerk of the Board of Supervisors, Human Resources Director, the affected Department Head, and employee and their representative. These findings and recommendations must be agendized for presentation to the Board of Supervisors at its first regular meeting after receiving them. If within thirty (30) calendar days of receipt by the parties of the Arbiter’s decision, either party to the action files a written appeal with the Board of Supervisors, a copy of the appeal will be served concurrently upon the opposing party. The Board of Supervisors may review the record of the proceedings, and will take the findings and recommendations of the Arbiter under advisement. The Board will render a decision within twenty (20) calendar days after the presentation to the Board. The Board, in its sole discretion, may:

   Follow the recommendation of the Arbitrator; or

   Order any action it deems appropriate based upon the totality of the circumstances.

F. If neither party files an appeal within the thirty (30) calendar day period, the decision of the arbiter is deemed adopted by the Board of Supervisors. The decision of the Board is final and conclusive.

G. Each party bears equally the cost of facilities, fees, and expenses of the Arbiter and court reporter, including transcripts. Each party bears its own witness and attorney fees.

H. The Human Resources Director will execute the decision of the Board within fifteen (15) calendar days of the decision.

Article 7 DISMISSAL, SUSPENSION, REPRIMAND, DEMOTION AND RIGHT OF APPEAL

7.01 Disciplinary Guidelines

A. The purpose of discipline is to administer equitable and consistent discipline for unsatisfactory conduct

B. Disciplinary action may be imposed at any step of the disciplinary process depending on the severity of the problem and/or the number of occurrences: Letter of Reprimand; Suspension without pay; Reduction in Pay (defined as base rate multiplied by index), Demotion; or Termination from employment.

C. Progressive discipline means that, with respect to most disciplinary problems, the following steps will normally be followed: a first offense may call for a letter of reprimand; a next offense may lead to suspension without pay; and still another offense may then lead to termination of employment. While it is impossible to list every type of behavior that may be deemed a serious offense, some examples include theft, assault, falsification of records or documents, etc.; we recognize there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

D. The County's use of progressive discipline is intended to correct most employee problems at an early stage, benefiting both the employee and the County of Yuba.

7.02 Regular Employees - Disciplinary Action and Notice

Any regular employee may be reprimanded, suspended, have their pay reduced, demoted or terminated by the Department Head.

A. **Formal Written Reprimand.** When an employee receives a formal written reprimand from a Department Head, the employee has ten (10) calendar days after receipt of the letter to file a written or oral response to the letter. The Department Head may then modify, amend, or revoke any part of the formal written reprimand. The employee's response will be considered by the Department Head. 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 along with any written response will be placed in the employee's personnel file in the Human Resources Department. The written reprimand and response will remain in the employee's personnel file for a period not to exceed two (2) years from the date the final reprimand was issued.

B. **Suspension, Reduction in Pay, Demotion, or Termination.** Before taking more serious disciplinary action or initiating a formal investigation, the Department Head should contact and discuss the action with the Human Resources Director and/or the County Counsel or designee.

C. **Notice to Employee.** A Department Head who concludes that suspension, demotion or termination is justified, must notify the affected employee in writing of the proposed action; the reasons therefore with a copy of charges and material on which it is based and the right to respond to the Department Head or designee. The notice must be served on the employee at least five (5) calendar days before the intended action.

D. **Management Rights.** Prior to the written notice and until a final decision is made regarding the employee's job status, management reserves the right to immediately remove an

employee from the workplace for irrational or improper behavior, and place an employee on paid or unpaid administrative leave. Unpaid leave is appropriate when the employee and/or her/his representative are unreasonably unavailable during the disciplinary process. The reviews and notices required shall be served on the employee as soon as possible after the employee is placed on such leave.

E. **Written Notification.** Written notifications will be provided to the employee and a copy sent to the Human Resources Department. If personal service to the employee is not possible, a copy of the notification will be sent by registered mail to the employee at their last known address.

F. **Employee Right to Respond.** The employee is 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 of time. After meeting with the employee and/or reviewing the written material provided by the employee, the Department Head may:
    1. carry out the disciplinary action by written notification;
    2. rescind the proposed action;
    3. impose a lesser disciplinary action; **or**
    4. withdraw and amend the proposed action and serve another notice of proposed action, if further areas for discipline were discovered prior to the disciplinary action being imposed.

7.03 Causes for Discipline

The following constitutes cause for suspension, reduction in pay, demotion or termination 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, College/University diplomas, advanced degrees, or certifications.

B. Incompetency.

C. Inefficiency.

D. Inexcusable neglect of duty.

E. Insubordination.

F. Dishonesty.

G. In possession of, 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 Article.

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 entitled Prohibited Activities.

R. Violation of this MOU, the Merit Resolution, and Rules Governing.

S. Violation of written County or departmental policy.

T. Conduct or behavior that constitutes sexual harassment or creates a hostile work environment.

U. Negligent or willful damage to public property or waste of public supplies or equipment.

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

W. Knowingly making false accusation or knowingly providing inaccurate information about an employee that could lead to disciplinary action of the employee if the information or accusation were true.

7.04 Right of Appeal

A. Any regular employee, except a probationary employee, who is suspended, demoted, reduction in pay, or terminated, may appeal the decision by filing an appeal with the Human Resources Director within five (5) calendar days after service on the employee. Probationary employees do not have the right to appeal discipline. Within fifteen (15) calendar days from the date of service of the order upon the employee, the employee may file with the Human Resources Director an answer in writing to the charges outlined in the order of disciplinary action. The Human Resources Director will review the order, notice of appeal, and answer, and then discuss the disciplinary action and appeal with the employee and/or their representative and the Department Head to determine if a hearing is necessary.

B. In the event an agreement regarding the disposition of the matter cannot be reached within fifteen (15) calendar days after the 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 Hearings to request the assignment of a Hearing Officer to hear the appeal. If 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 parties may directly select a neutral third 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. The Hearing Officer will commence hearing the matter as soon as possible.

C. If any employee alleges that the suspension, demotion, reduction in pay, or termination resulted from discrimination based on protected classes, 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 fifteen (15) calendar days before the hearing. The County Counsel must then serve the employee with a response to the allegation(s) at least five (5) calendar days before the hearing. The

burden of proof is on the complainant to show by a preponderance of evidence that an unlawful discriminatory action occurred.

7.05 Hearing

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

A. The Hearing is public except unless the employee requests that the matter be heard privately.

B. Subpoenas and Subpoenas Duces Tecum may be issued in accordance with Section 11450.05 et seq. of the Government Code.

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

D. The provisions of Section 11507.6 of the Government Code apply to any hearing conducted pursuant to this section and provides 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 8.6, the Board will establish the timelines.

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, the costs and fees will be borne by the County department imposing the discipline.

7.06 Decision

A. The Hearing Officer will within thirty (30) calendar days after the hearing make a finding as to whether or not the employee was suspended, demoted, received a reduction in pay, or terminated for the reasonable cause outlined in the notice of disciplinary action and will also make a recommendation as to the appropriate disposition of the case.

   The Hearing Officer will forward written findings and recommendations to the Clerk of the Board of Supervisors, Human Resources Director, the affected Department Head, and the employee. These findings and recommendations must be agendized for presentation to the Board of Supervisors at its first regular meeting after receiving them..

   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 the 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 Section 8.5 of this Article.
   5. In these cases, the Board's decision is final and binding on all parties.

B. The procedures in this Subsection will be followed except as outlined below;
   1. In cases where discrimination in suspension, demotion, reduction in pay, or termination based on race, religion, color, sex, marital status, disability, medical condition, age, ancestry, or national origin is alleged and proven, the Hearing Officer has the authority to reinstate the employee without prejudice where the 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, reduction in pay, or termination, 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 Agreement.
3. The Hearing Officer does not have the power to alter, amend, change, add to or subtract from this Agreement or any ordinance, resolution, rule or regulation approved by the Board of Supervisors.
4. The Hearing Officer does not have the power to award punitive damages.
5. The Hearing Officer's findings and award must be based solely on the evidence presented at the hearing.
6. The Hearing Officer's decision, as outlined above is not subject to modifications by the Board of Supervisors and must be implemented by the Board.

Article 8 VACATION LEAVE

8.01 Vacation Leave

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

8.02 Vacation Accrual Upon Hire

An employee accrues vacation leave on the first (1st) day of the pay period following the beginning of employment. However, if that employee begins work within the first (1st) three (3) working days of the pay period, then they will accrue vacation leave for that pay period.

8.03 Accrual

Vacation leave accrues on the first (1st) day of the pay period following the pay period when vacation leave is earned. Vacation leave is not earned when an employee is on leave without pay for half of a working month or more. Vacation leave is not earned for less than a full final pay period's service when an employee terminates for any reason.

8.04 Part-Time Employee

Part-time employees accrue vacation leave on a prorated basis.

8.05 Rates of Accrual

Employees accrue vacation leave as follows:

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

8.06 Maximum Accrual

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

The Department Head and employee will, 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 may schedule the vacation to the extent necessary to ensure the employee does not reach the maximum accrual.

8.07 Use of Vacation Leave

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

B. Denial of an employee's request for use of vacation leave or compensated time off must be based on business necessity.

C. 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.

8.08 Cash Compensation upon Separation of County Service

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

8.09Conversion to Deferred Compensation

The County of Yuba Rules Governing and Compensation Section 9.11 Conversion to Deferred Compensation does not apply to the DDAA.

Article 9 – MERIT PROCEDURES FOR MERIT/LONGEVITY STEP INDEX

For employees hired on or before June 30, 2013

9.01 Salary based upon Merit/Longevity

A regular employee's salary will be determined based upon successful job performance and years of loyal service to the County. 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 (5th) year of service. Longevity is based on Base Rate

9.02 Salary Determination or Adjustments

Employees hired on or before June 30, 2013, will have their salaries 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 table below as determined by their Service Computation Dates (SCD), consistent with the applicable sections of this Article.

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 in the incremental difference between the Index Rate and the cap of 1.2160
- 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:	
Number of Years of Service	Index Rate
Base -Less than 1	1.0000
at least 1	1.0500
" 2	1.1030
" 3	1.1580
" 4	1.2160
5	1.2160

LONGEVITY STEP INDEX RATES:	
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
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

9.03 To Determine an Employee's Hourly Rate

A. Determine the number of years of service an employee has completed based on the employee's Service Computation Date (SCD).

B. 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.

C. Refer to the Classification System – Basic Salary/Hourly Schedule and find the current title of the employee's position. .

D. Multiply the corresponding Index Rate by the Minimum Hourly Base Rate for the employee's classification to determine the Employee's Hourly Rate.

9.04 Service Computation Date (SCD) and Index Rate Determination

A regular employee's Service Computation Date (SCD) determines his/her Index rate. The SCD is computed by adjusting the employee's current hire date for any prior service with the County as a regular employee, and for any Leave Without Pay (LWOP).

The employee's SCD does not affect or determine his/her probationary period or when s/he receives performance evaluations.

9.05 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 (instead of position date or hire date). 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.

Merit Step Index increases will occur automatically on the employee's SAD, unless the Human Resources Department is notified at least thirty (30) calendar 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.

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

9.06 Prior Service

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 daily basis, it results in a date which falls within the first 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 three (3) calendar days, the employee's adjusted SCD will be the first (1st) day of the following month.

9.07 Leave Without Pay (LWOP)

LWOP will be computed in either one (1) of two (2) ways.

A. 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,

A. **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 calculations will be based on the number of calendar days of leave.

9.08 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).

9.09 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 as determined by the Service Computation Date (SCD). However, if an employee was hired at an Advanced Index Rate and received a Temporary SCD, they will continue to receive annual Index Rate increases until the Temporary SCD equals completion of the equivalent of at least four years of service or an Index Rate of 1.2160. At that point, the employee will not receive any Index Rate increases and the employee's Index Rate will be 'frozen' until they are eligible to advance on the Merit/Longevity Step Index based upon actual SCD.

9.10 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.

Procedures for Longevity/Merit Increases for Employees Hired On or After July 1, 2013

9.11 Salary based upon Merit

An employee's salary is determined based upon successful job performance and years of loyal service to the County. Salary is determined or adjusted by multiplying the Base Rate for the classification, as specified on the Classification System - Basic Salary/Hourly Schedule, by the Index Rate on the table below as determined by their Service Computation Date (SCD), consistent with the applicable sections of this Article.

~~Step~~	~~Number of Years of Service~~	~~Index Rate~~
~~1~~	~~Base – Less than 1~~	~~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~~

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

Index Rates between 1.00 and 1.30 are defined as Merit. Merit increases are increases to Base Rate. A longevity increase is given upon completion of an employee's tenth (10th) and fifteenth (15th) years of service. Longevity is based on Base Rate.

9.12 Service Computation Date (SCD) and Index Rate Determination

An employee's Service Computation Date (SCD) determines their Index Rate. The SCD is computed by adjusting the employee's current hire date by any Leave Without Pay (LWOP).

9.13 Salary Anniversary Date (SAD) For Merit 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. Merit Step Index increases will occur on the employee's SAD, only when the Human Resources Department has received an evaluation that shows that the employee at least "meets standards" within the last three (3) months from an employee's SAD.

If the employee does not receive a satisfactory performance evaluation, the employee will be given a Performance Improvement Plan (PIP) detailing what is required for the employee to achieve at least satisfactory performance levels. Merit increases will be automatically

withheld until the employee receives at least a "Meets Standards" performance evaluation. In this instance, the employee's merit increase will be the first (1st) day of the month following said 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.

9.14 Leave With Out Pay (LWOP)

LWOP will be computed as follows: 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).

9.15 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).

9.16 Longevity Increase

Upon an employee's tenth (10th) anniversary of employment with the County, as computed through the SAD Process, the employee will receive a longevity step increase to 1.325% of base salary.

Upon an employee's fifteenth (15th) anniversary of employment with the County, as computed through the SAD process, the employee will receive a longevity step increase to 1.35% of base salary.

Article 10 OTHER PROVISIONS

The sections in this article include negotiated language that may be different than existing language in a related Article included in the Yuba County Merit Resolution (Resolution 2002-21, rev. 05/05/2005), Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba (Resolution 2005-113, rev. 2006-59 05/16/06), and/or County Policy. The Merit Resolution, Rules Governing, and/or County Policy as referenced above, include additional rules or policies that will be considered when applying the language included in the sections of this Article.

10.01 Layoff

Layoff List Computation: When it becomes necessary to reduce the work force in the department, the Human Resources Director will establish a layoff list by department and class. The layoff list will be based upon seniority as follows:

Seniority Defined: For each regular employee seniority will be measured from the employee's initial appointment to permanent County service. Seniority will not be calculated nor included for any period during which the employee did not receive compensation, or for any time the employee was off work as result of a disciplinary action which was appealable and either not appealed or was sustained or modified upon appeal. For any employee who is re-employed after permanent separation, seniority will be measured from the date of their most recent appointment.

10.02 Probationary Periods

All probationary periods run from the first (1st) day of the month following the date of employment or position effective date. In the event the date of employment or position effective date is within the first three (3) calendar days of the month, the probationary period will run from the first of that month.

Any leave of absence either with or without pay exceeding fifteen (15) calendar 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.

10.03 Holidays

In addition to the holidays with pay provided under Section 11.02 of the Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba (Resolution 2005-113, rev. 2006-59 05/16/06), employees in this bargaining unit will also receive December 31st (New Year's Eve) as a holiday with pay.

DDAA is excluded from the benefit provided under Section 11.03 of the Rules Governing Coverage and Compensation. Instead, full-time employees accrue point nine two three one (.9231) hours of floating holiday leave per pay period. Floating holiday leave may accumulate to a maximum of twenty-four (24) hours. Floating holiday leave will be paid upon separation at the employee's current hourly rate of pay. Part-time employees accrue prorated floating holiday leave. Floating holiday leave may be taken at any time with the approval of the employee's Department Head in one quarter (1/4) hour increments.

10.04 Management Leave

DDAA is excluded from the benefit provided under Section 22.01 of the Rules Governing Coverage and Compensation. The County offers an added benefit for DDAA employees in the form of Management Leave. Effective January 1, 2025, employees will accrue two point three zero seven seven (2.3077) hours of management leave per pay period. Management leave will accumulate to a maximum of sixty (60) hours. Management leave will be paid upon separation at the employee's current hourly rate of pay. .

10.05 Bereavement Leave

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 may use any sick leave, vacation leave, management leave, or floating holiday while on 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.

10.06 Reproductive Loss Leave

The County agrees to grant leave to eligible employees for qualifying reproductive loss as required by Government Code Section 12945.6. A covered reproductive loss event may include failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Employees will use leave accruals (e.g. sick, vacation, floating holiday, management leave), if available, otherwise the leave of absence will be without pay.

Article 11 MISCELLANEOUS

During the term of this Agreement, 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, sympathy strike, or any other interference with the work and statutory functions or obligations of the County. During the term of this Agreement, neither the County nor its agents for any reason authorize, institute, aid or promote any lockout of employees covered by this Agreement. The Association agrees to notify all local 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 will preclude the County from obtaining judicial restraint and damages in the event of a violation of this Article.

All economic benefits and work practices, which are not set forth in this Agreement and are currently in effect will continue and remain in effect for the term of this Agreement.

Neither party is obligated to meet and confer with respect to any subject or matter not specifically referenced in this Memorandum of Understanding, even though subjects may not have been with the knowledge or contemplation of either or both parties at the time they signed this Memorandum of Understanding, unless required by state or federal law. Nothing herein will preclude the parties from meeting or conferring by mutual consent.

Conflict between County of Yuba Resolutions and this MOU, this MOU prevails. This Agreement is effective September 1, 2026 and remains in full force and effect through June 30, 2027.

Signed and agreed upon on _____ by the following parties:
(DATE)

COUNTY OF YUBA

Seth Fuhrer
Chairman of the Board

Christopher Janof
DDAA President

Tiffany Manuel
Human Resources Director

Steve Allen
Labor Consultant & DDAA Representative

YUBA COUNTY DEPUTY DISTRICT ATTORNEY'S ASSOCIATION