# Memorandum of Understanding

**By and Between**

**the County of Yuba and**

**Yuba County Probation Peace Officers' Association**

**(YCPPOA)**

**Representing Bargaining Units #16 and #17**

**September 1, 2026 – June 30, 2027**

**Table of Contents**


ARTICLE 1 – DEFINITIONS ..... 1
ARTICLE 2 – GENERAL PROVISIONS ..... 4
ARTICLE 3 - RECOGNITION ..... 4
ARTICLE 4 - MANAGEMENT RIGHTS ..... 4
ARTICLE 5 – HOURS OF WORK ..... 5
ARTICLE 6 – PAYMENT OF SALARY ..... 8
ARTICLE 7 – Wages ..... 8
ARTICLE 8 – MERIT PROCEDURES FOR MERIT/ LONGEVITY STEP INDEX ..... 9
ARTICLE 9 – OVERTIME, COMP TIME, CALLBACK AND STANDBY ..... 16
ARTICLE 10 – ADDITIONAL COMPENSATION ..... 18
ARTICLE 11 – DRIVING ON COUNTY BUSINESS ..... 20
ARTICLE 12 BENEFIT PROGRAMS ..... 21
ARTICLE 13 - RETIREMENT ..... 23
ARTICLE 14 - VACATION LEAVE ..... 25
ARTICLE 15 – SICK LEAVE ..... 27
ARTICLE 16 – HOLIDAYS ..... 30
ARTICLE 17 – PAID LEAVE ..... 32
Article 19 - Tardy ..... 35
ARTICLE 20 – JOB PROTECTED LEAVES ..... 35
ARTICLE 21 – EMPLOYEE PERFORMANCE EVALUATIONS ..... 35
ARTICLE 22 – PROBATIONARY PERIODS ..... 36
ARTICLE 23 – TRANSFERS, REASSIGNMENTS, AND PROMOTIONAL OPPORTUNITY ..... 39
ARTICLE 24 - LAYOFF AND REINSTATMENT PROCEDURES ..... 41
ARTICLE 25 - DISMISSAL, SUSPENSION, REPRIMAND, DEMOTION AND RIGHT OF APPEAL ..... 45
ARTICLE 26 - GRIEVANCE PROCEDURES ..... 50
ARTICLE 27 - MISCELLANEOUS ..... 52
Appendix A ..... 54

# PREAMBLE

This comprehensive Memorandum of Understanding (Agreement or MOU) is between the County of Yuba (County) and Yuba County Probation Peace Officers' Association, (PPOA) for the purpose of setting forth a mutual understanding of the parties as to wages, hours, and working conditions, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code section 3500, et seq.).

The County and the Union met and conferred in good faith regarding wages, hours, and working conditions and mutually agreed to an Agreement for the period beginning September 1, 2026 and ending June 30, 2027. Unless otherwise indicated here in, all provisions will become effective the first (1st) pay period following board adoption.

# ARTICLE 1 – DEFINITIONS

## *Section 1.01 Scope*

Unless the context otherwise requires, the definitions herein set forth govern the construction of this Agreement.

## *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.

**Demotion** means a reduction in an employee's classification, which results in a reduction in the range, 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.

**Eligible** means a person who has successfully passed all examinations for a class and whose name is placed on an eligible list or maintained in an eligible name file.

**Employee** means a person legally holding a position in the County service covered by this Agreement.

**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 compensation, for a full hour's service as set forth in the Classification System-Basic Salary 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 Federal or State 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.

**Minimum Qualifications** means the minimum qualifications of education, experience, ability, knowledge, licenses and other requirements for entrance examinations, appointments, or promotion.

**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 one individual either on a full-time or part-time basis.

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

**Probation Period** means the time during which an employee can be released from service without cause.

**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 (1) position to another position of the same classification within the same department.

**Regular Employee** means an employee 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 merit increase, normally the first (1st) day of the month following an employee's Service Computation Date.

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

**Selection Procedure** means the process of testing, evaluating and/or investigating the fitness and qualification of applicants based on merit procedures, validity and reliability.

**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 1, 2013: Service Computation Date (SCD) means an employee's most current hire date, adjusted for any Leave taken Without Pay

**Transfer** means either:

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

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

**Workday:** Workday, in general, means the period between the time on any particular day when an employee commences their work and the time on that day at which they ceases such work. The workday may therefore be longer than the employee's scheduled shift or hours.

# ARTICLE 2 – GENERAL PROVISIONS

## *Section 2.01 Exercise of Power*

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

## *Section 2.02 Review of Personnel Files*

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

# ARTICLE 3 - RECOGNITION

## *Section 3.01 Association Recognition*

The County recognizes the Association as the recognized exclusive bargaining representative for employees whose employee classifications are contained within the Deputy Probation Officer series, Juvenile Corrections Officer series, Supervising Deputy Probation Officers, and Supervising Juvenile Corrections Officer.

## *Section 3.02 Non-Discrimination*

The County affords equal employment opportunity for all qualified employees and applicants as to all terms of employment, including compensation, hiring, training, promotion, transfer, discipline and termination. The County prohibits discrimination against employees or applicants for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, union membership, or military and veteran status or any other basis protected by law.

# ARTICLE 4 - 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; layoff 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 5 – HOURS OF WORK

## *Section 5.01 Determination of Department head*

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

## *Section 5.02 Hours of Work*

A. 40 Hour Work Period

Except as may be otherwise provided, the official work week is forty (40) hours of work in any seven (7) consecutive calendar days, typically defined as Sunday at 12:00 am to Saturday midnight.

B. Work Schedules

- The work week schedule normally consists of five (5) workdays of eight (8) hours each for a total of forty (40) work hours (5/8/40), or
- Four (4) workdays of ten (10) hours each (4/10/40), or
- Two (2) workdays of sixteen (16) hours and one workday of eight (8) hours (16/16/8), or
- Three (3) workdays of twelve (12) hours and four (4) workdays of twelve (12) hours (84 hours), or
- Three (3) workdays of twelve (12) hours and three (3) works days at twelve (12) hours plus one (1) workday at eight (8) hours (80 hours), in a two-week period.

The Department Head or designee may establish workweek schedules, which differ from the normal schedule above upon recommendation of the Human Resources Director and approval of the County Administrator. Employees on an alternate schedule accrue leaves and holidays on the same basis as employees working the standard 5/8/40 work schedule.

Alternative work schedules may be administered under the 207(k) work provisions of the Fair Labor Standards Act.

## *Section 5.03 Duties Imposed on Officers and Employees to be Performed; Staggering Hours of Employment; Compensatory Time-Off*

Nothing contained in this Agreement prevents, relieves, or otherwise excuses any County employee from the performance of any duty imposed upon the employee by law, the Yuba County Ordinance Code, or Resolution 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 the employee's office or employment. County officers and Department Heads may adjust the work hours of employees in manner as to enable department offices to remain open at all times necessary.

## *Section 5.04 Part-Time Employees*

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

## *Section 5.05 Rest Periods*

Subject to the discretion and control of the Department Head or designee, all employees are allowed two (2) rest periods not to exceed fifteen (15) minutes per workday during each three (3) consecutive hours of work except where public safety and operational requirements do not permit. Rest periods are considered hours worked and scheduled in accordance with the requirements of the department and must be taken at a location as designated by the Department Head.

## *Section 5.06 Lunch*

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

## *Section 5.07 Time Off Between Shifts*

If an employee who is assigned to a twelve (12) hour shift is required to work during their regularly scheduled time off, the Department head or 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 may not exceed the amount of time the employee was required to work during their scheduled time off. The employee must use vacation or CTO for these hours.

## *Section 5.08 Maximum Hours*

No employee is required to work more than sixteen (16) consecutive hours. An employee who has worked for sixteen (16) consecutive hours may not be recalled to work prior to the expiration of eight (8) hours following the termination of the consecutive sixteen (16) hour work period.

### *Section 5.09 Job Sharing*

Any permanent, full-time position (forty (40) hours per week) may be shared by two (2) employees (with one (1) employee working twenty (20) or more hours and the other nineteen (19) hours or less) with the approval of the employees involved, the Department Head, and the Human Resources Director.

The work schedule for these employees must be in 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.

Employees in job sharing arrangements are 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. Applications are considered in the same manner as all other applications for transfer.

If one (1) of the participants of a job sharing arrangement terminates employment or is reassigned to another position, the Department Head or designee must first 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 6 – PAYMENT OF SALARY

### *Section 6.01 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 are established by the Human Resources Director or designee.

## ARTICLE 7 – WAGES

### *Section 7.01 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 Section 7.03. This is inclusive of a three percent (3.0%) Cost of Living Adjustment (COLA).

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.

### *Section 7.02 Salary Survey*

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; Education Pay; 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.

### *Section 7.03 Classifications & Ranges*

The Deputy Probation Officer I is twenty (20) ranges below the Deputy Probation Officer II.

The Deputy Probation Officer II will be placed at range 140.

The Senior Deputy Probation Officer is twenty (20) ranges above the Deputy Probation Officer II.

The Supervising Deputy Probation Officer is thirty (30) ranges above the Senior Deputy Probation Officer.

The Juvenile Corrections Officer I is twenty (20) ranges below the Juvenile Corrections Officer II.

The Juvenile Corrections Officer II will be at the same range as the Correctional Officer.

The Supervising Juvenile Corrections Officer is thirty (30) ranges above the Juvenile Corrections Officer II.

## ARTICLE 8 – MERIT PROCEDURES FOR MERIT/ LONGEVITY STEP INDEX

### *Section 8.01 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.

A. Employees hired on or before June 30, 2013

Index rates between 1.0000 and 1.2160 are defined as Merit. Merit are increases to Base Rate. Longevity begins upon completion of the fifth ($5^{th}$) year of service. Longevity is based on Base Rate.

B. Employees hired on or after July 1, 2013

Index rates between 1.0000 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.

## *Section 8.02 Salary Determination or Adjustments*

An employee's salary is 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), consistent with the applicable sections of this Article.

A. For 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 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 | Number of Years of Service | Index Rate |
| 6 | 1.2300 | 19 | 1.4250 |
| 7 | 1.2450 | 20 | 1.4400 |
| 8 | 1.2600 | 21 | 1.4550 |
| 9 | 1.2750 | 22 | 1.4700 |
| 10 | 1.2900 | 23 | 1.4850 |
| 11 | 1.3050 | 24 | 1.5000 |
| 12 | 1.3200 | 25 | 1.5150 |
| 13 | 1.3350 | 26 | 1.5300 |
| 14 | 1.3500 | 27 | 1.5450 |
| 15 | 1.3650 | 28 | 1.5600 |
| 16 | 1.3800 | 29 | 1.5750 |
| 17 | 1.3950 | 30 | 1.5900 |
| 18 | 1.4100 | | |

| 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

B. For 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

| ~~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

## *Section 8.03 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 8.04 Service Computation Date (SCD) and Index Rate Determination*

A. *For 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. For employees hired on or after July 1, 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 8.05 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) 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..

## *Section 8.06 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 8.07 Leave With Out 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 workdays 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 8.08 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 ($7^{th}$) step (index rate 1.30).

## *Section 8.09 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 8.10 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 rate 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 8.11 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 8.10.

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 8.02.

# ARTICLE 9 – OVERTIME, COMP TIME, CALLBACK AND STANDBY

## *Section 9.01 Overtime*

A. Overtime Work Defined

1. *40-Hour Work Period*
   a. Overtime work is defined as all work specifically authorized by the Department Head which is performed in excess of forty (40) hours per week.
   b. Overtime will not be considered unless it has been specifically ordered or authorized by the Department Head. In emergency situations, when prior authorization for overtime is not possible, the subsequent approval of the Department Head or designee is sufficient.
2. *12-Hour Shift*
   *a.* For Employees who are scheduled to work a 12-hour shift plan, overtime work is defined as all authorized work in excess of eighty-four (84) hours in a 14-day work period.
   b. Overtime will not be considered unless it has been specifically ordered or authorized by the Department Head. In emergency situations, when prior authorization for overtime is not possible, the subsequent approval of the Department Head or designee is sufficient.
3. FLSA Period. Employees are subject to an FLSA work period that is fourteen (14) days in length with an FLSA overtime threshold of eighty-four (84) hours, pursuant to 29 U.S.C. section 207(k).
4. Only actual hours worked and holidays (including floating holidays) count towards the calculation of overtime.
5. Time spent on paid vacation will not be counted as time worked for purposes of computing overtime except in the following circumstances:
   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 will 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.

B. Application of Overtime

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

2. Time worked as overtime will not be counted as service time for purposes of employee benefits, eligibility or accrual or early completion of probationary period or for merit increases.
3. No permanent, probationary, or limited term employee may be employed in one (1) or more positions, full or part-time, more than a total of forty (40) hours per week (or eighty-four (84) hours in a 14-day period if on 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 of an emergency, provided they have the approval of the Department Head.

C. Overtime Payment

Employees will receive overtime at one and one half (1½) times their regular rate of pay, or Compensatory Time Off (CTO) at one and one half (1 ½) times the hours actually worked. Overtime is paid or given as CTO at the discretion of the department head. Overtime is rounded up or down to the nearest quarter hour. Employees may accrue a maximum of one hundred and twenty (120) hours of CTO. Time will be rounded up or down to the nearest quarter (1/4) hour.

Effective July 1, 2025, employees will no longer accrue Compensatory Time Off (CTO).

## *Section 9.02 Compensatory Time Off*

A. Use of Compensatory Time Off

1. The Department Head or designee determines the period when accrued CTO may be taken by each employee consistent with the needs of the department. Employees must be given prior approval, in writing, before CTO will be granted.
2. Denial of an employee's request for use of CTO must be based on business necessity.
3. *Last Day of Work* Employees who are terminating employment for reasons other than County retirement may not use CTO to extend their termination date.

B. CTO Minimum Charge

CTO must be taken in at least one-quarter (1/4) hour increments.

## *Section 9.03 Call Back*

Employees who work on a regular day off, or 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. Overtime is 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 9.04 Standby*

Deputy Probation Officers will be placed on a weekly standby rotation schedule with a total of two (2) Deputy Probation Officers assigned each week; one (1) from the Juvenile

Unit and one (1) from the Adult Unit. Deputy Probation Officers will receive twenty dollars ($20.00) per night for each weeknight or thirty dollars ($30.00) for Saturday, or Sunday or holidays spent on standby time.

### *Section 9.05 Cash Compensation*

Employees transferring will be paid for all CTO prior to going to the new position. Employees separating from the County service will be paid for CTO balance at employee's current regular rate of pay or the average regular rate of pay for the past three (3) years, whichever is greater.

## ARTICLE 10 – ADDITIONAL COMPENSATION

### *Section 10.01 Bilingual Pay*

A. Employees who are routinely and consistently required by the department head to speak a language other than English, and who are able to do so fluently will receive bilingual premium in the amount of one hundred and twenty-five fifty-seven dollars and sixty-nine cents ($57.69) per pay period.

B. Qualification

To qualify for a bilingual position, employees 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 (1st) seven () days of the pay period will receive the full pay period rate for their first (1st) pay period of employment; those hired or assigned bilingual pay after the seventh (th) of the pay period will receive half of the bilingual pay for their first (1st) pay period of employment.

Designated bilingual employees leaving County service during the first (1st) seven () days of the pay period will receive half of the bilingual pay for that pay period; those leaving service any time after the seventh (th) of the pay period will be paid the full pay period rate.

### *Section 10.02 Uniform Provision & Expenditure Allowance*

Employees may be required to wear uniform clothing as specified by the Department Head or designee. The Department Head or designee may authorize the provision or partial provision for such clothing and the cleaning and maintenance of such clothing, or may authorize payment of a clothing allowance in lieu of such provisions.

Annually in July, each employee will be allowed a one-time department expenditure of three hundred dollars ($300.00) to use to purchase clothing selected by the employee from a department-head approved list of items. The purchase of the items will be coordinated and tracked by the department.

## *Section 10.03 Officer in Charge (OIC)*

Employees who are routinely and consistently assigned by the Division Manager as an officer in Charge (OIC) to lead a shift in the absence of a supervisor will receive supervisor premium in the amount of one dollar and fifty cents ($1.50) per hour for those hours worked as a lead.

The Department Head in their sole discretion may identify and limit the number of Juvenile Correctional Officers who receive the OIC premium compensation. The Department Head reserves the sole right to reassign personnel from OIC assignments, with or without cause, based on the overall needs of the department. Reassignments are not considered punitive in nature, and are considered a management prerogative and therefore not subject to the grievance procedures.

## *Section 10.04 Education Incentive Program*

A. Eligibility

All employees within the Juvenile Corrections Officer Series are eligible for the Education Incentive Program.

B. Procedures

1. Forms and procedures to determine program eligibility and qualification will be developed by the Human Resources Director based on the approved program. The Human Resources Director requires that satisfactory proof of qualification be furnished by each eligible employee and that a copy of such proof be on file in the Human Resources Department.
2. 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. Employees may only qualify on the basis of one (1) degree.

C. Compensation

1. The premium compensation will apply only to those designated positions / classifications and will be paid bi-weekly as the following flat dollar rate:

| **Degree** | **Compensation** |
|---|---|
| Associate’s Degree | **$62.31** per bi-weekly pay cycle |
| Bachelor’s Degree | **$124.62** per bi-weekly pay cycle |

2. The total education will not exceed the amounts above. Employees who have both the Associate's Degree and Bachelor's Degree will receive educational incentive only for the Bachelor's Degree.

# ARTICLE 11 – DRIVING ON COUNTY BUSINESS

## *Section 11.01 Travel Allowances*

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

## *Section 11.02 Department Head and Employee Responsibility*

The Department Head, or designee, may authorize driving privileges to an employee who must drive a county owned, a county leased and/or a privately owned motor vehicle to perform assigned duties, 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 precludes driving with or without accommodation.
3. Maintains a valid California driver's license.

If requesting authorization to drive a private car, employee must show proof of minimum liability insurance coverage as required by the financial responsibility law of the California Vehicle Code, have current and valid California vehicle registration and, unless employee qualifies for the exception provided to military personnel outlined in California Vehicle Code, Section 12.080, have California license plates on the vehicle.

## *Section 11.03 Authorization Forms*

Driver authorizations forms for both county and private cars must be developed and revised as necessary by the Risk Management division in the Human Resources Department. Department Heads or designees must use the form(s) designated by the Human Resources Risk Management division.

## *Section 11.04 Motor Vehicle Record Check*

The County participates in the California State Department of Motor Vehicles (DMV) Pull Notice Program for all employees.

## *Section 11.05 Cancellation*

An authorized driver's driving privilege is deemed to be automatically canceled if a motor vehicle record check on the employee driver reveals that such driver has no license, or has a suspended or revoked license. A Department Head or designee will 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.

### *Section 11.06 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 25 of this MOU as well as other disciplinary and corrective measures. According to Article 25, 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 will monitor the accident reports of employees to control and minimize the risk of 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 will normally be validated and investigated by the County Human Resources Department. Findings will be reported to the Department Head for action or disposition, which is in accordance with this Article.

## ARTICLE 12 BENEFIT PROGRAMS

### *Section 12.01 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 based on 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 12.02 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 January 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.

The County of Yuba will continue the current level of coverage for the Health, Dental, and Vision Insurance for the term of the MOU. However, due to the continued rising cost of health care, the County must explore alternatives to our current plans and funding. The parties agree to proactively review alternative options by continuing to be active in the health care committee.

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 ($150)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 12.03 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 12.04 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.

## ARTICLE 13 - RETIREMENT

### *Section 13.01 Retirement Formula*

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

1. Employees hired prior to January 1, 2013, who are not classified as a new member will 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.
2. Employees hired after December 31, 2012, who are classified as a new member will 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:

1. 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.
2. Non-Industrial Disability Standard
3. Industrial Disability Standard
4. Pre-Retirement Death Benefits:
   a. 1959 Survivor Benefit Level 3
5. Optional Settlement 2 – Section 21548.
   a. 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.
6. Special
7. Post-Retirement Death Benefits:

a. $500 Lump Sum

8. 2% Retirement COLA

## *Section 13.02 Deferred Compensation Match*

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

1. Beginning with the pay period following the completion of two (2) years of service, the County will match up to sixteen dollars and fifteen cents ($16.15) per pay period .
2. Beginning with the pay period following the completion of five (5) years of service, the County will match up to thirty-nine dollars and twenty-three cents ($39.23) per pay period.
3. Beginning with the pay period following the completion of ten (10) years of service, the County will match up to seventy-eight dollars and forty-six cents ($78.46) per pay period.

Deferred Compensation plans available are the 457 deferred compensation plans currently offered to County employees, which may be subject to change. If, during the term of the MOU, the County secures a 401(a) plan County contributions may be made to the 401(a) plan.

Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba Article 9 Vacation Leave With Pay Section 9.11 Conversion to Deferred Compensation

The parties agree that the provision to convert vacation hours to deferred compensation as per the Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba Article 9 Vacation Leave With Pay Section 9.11 Conversion to Deferred Compensation does not apply to YCPPOA

### *Section 13.03 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 period into 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. YCPPOA 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 “A”.

## ARTICLE 14 - VACATION LEAVE

### *Section 14.01 Vacation Leave*

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

### *Section 14.02 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 accrue vacation leave for that pay period.

### *Section 14.03 Accrual*

Vacation leave credit accrues on the first (1st) day of the pay period following the pay period when vacation leave credit is earned. No vacation leave is earned when an employee is on leave without pay for half (1/2) of a working month or more. Vacation leave is not earned for less than a full final pay period’s service when an employee separates for any reason.

### *Section 14.04 Part-Time Employee*

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

### *Section 14.05 Rates of Accrual*

Employees accrue vacation leave as follows:

| | |
|---|---|
| Through completion of 5 years | 3.6923 hours per month |

| | |
|---|---|
| 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 16 through completion of 20 years | 6.2308 hours per pay period |
| More than 20 years completed | 7.3846 hours per pay period |

When an employee is re-employed from a re-employment list after a break in service resulting from lay-off, the employee will receive the rate of accrual based on the prior service as if they had been on leave without pay.

## *Section 14.06 Maximum Accrual*

Vacation leave may accumulate to a maximum limit of 384 hours. Employees at the maximum will not accrue vacation leave until the vacation leave is below the maximum limit.

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.

## *Section 14.07 Use of Vacation Leave*

1. Vacation Accruals earned at the end of the pay period are available for use the first (1st) of the following pay period. The Department Head determines the period when accrued vacation time may be taken by each employee consistent with the requirements of the department. Vacation leave will be used in one quarter (1/4) hour increments.
2. Denial of an employee's request for use of vacation leave must be based on business necessity.
3. 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.
4. Workers Compensation/Job Protected Leave/SDI Exception. An employee on Workers' Compensation or Job Protected leave or SDI 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 return to work full time for one (1) month, nor may they be eligible for donation of catastrophic leave.

## *Section 14.08 Vacation upon Separation*

Employees separating from the County service will be paid for vacation balances at the employee's current hourly rate of pay.

# ARTICLE 15 – SICK LEAVE

## *Section 15.01 Sick Leave*

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

## *Section 15.02 Definition*

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

1. The employee's illness or injury;
2. The employee's exposure to a contagious disease;
3. Any medical treatment, or recovery from such treatment, prescribed by a healthcare provider.
4. 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.

## *Section 15.03 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.

## *Section 15.04 Rate of Accrual*

Sick leave is earned as follows:

1. Each regular full-time employee accrues sick leave with pay at the rate of three point six nine two three (3.6923) hours per pay period without limit.
2. A part-time employee accrues sick leave in a proportion that directly relates to regularly scheduled hours of service compared to regular full-time service.
3. A regular full-time employee who is granted a leave of absence without pay in excess of fifteen (15) days will not accrue any annual vacation or sick leave benefits during the period of such leave. Exception: Each regular full-time employee who is granted a leave of absence without pay in excess of fifteen (15) 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 (1.8462) 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.

## *Section 15.05 Use of Sick Leave*

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

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

3. 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.

4. 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 a 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.

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

6. Employees will only be 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.

## *Section 15.06 Recovery of SDI/WC Overpayment: Sick Leave Usage in Conjunction with SDI/WC*

For employees covered under the State Disability Insurance (SDI) program or Worker's Compensation Program (WC), sick leave may be used to supplement these benefit payments. In no instance, however, will the combination of SDI, WC, sick leave, or other County benefit payments exceed one hundred (100) percent of the employee's pay calculated on an hourly, weekly, bi-weekly, or monthly basis.

Employees are required to notify the Human Resources Department within five (5) business days upon receipt of benefits, so that the benefits can be integrated. In some cases due to delays in receiving checks under WC or SDI, employees may be overpaid. When this occurs, employees must make arrangements to pay back the overpayment within five (5) business 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, repayments may be limited to ten (10) percent of 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 months of first receiving duplicate benefits, the Human Resources Department will begin deducting ten (10) percent of the employee's gross pay each month until the total amount is repaid.

## *Section 15.07 Exclusions*

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

1. Sickness or injury sustained while on leave of absence without pay.
2. Sickness or injury purposely self-inflicted or caused by willful misconduct.
3. Subsequent to a determination by the Public Employees' Retirement System that a sickness or injury qualifies an employee for disability retirement.

## *Section 15.08 Proof Required*

The Department Head may 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 healthcare provider 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 their 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.

## *Section 15.09 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 15.10 Payout of Sick Leave Upon Separation from Employment For Other Than Retirement*

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

## *Section 15.11 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) percent of their first one thousand

two 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 16 – HOLIDAYS

## *Section 16.01 Coverage*

Employees who work on a holiday will receive eight (8) hours pay for the holiday.

## *Section 16.02 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
25th day of December
31st day of December (New Year's Eve)

1. 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.
2. When an employee's basic workweek is Monday – Friday and if the observed holiday falls on a weekend, the County will observe the holiday as follows:
   a. Whenever an observed holiday falls on a Saturday, the preceding business day (usually Friday) is considered the holiday.
   b. Whenever an observed holiday falls on a Sunday, the following business day (usually Monday) is considered the holiday.
3. Employees whose basic workweek is other than Monday through Friday should refer to Section 16.04.

## *Section 16.03 Floating Holidays*

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**. Part-time employees accrue prorated floating holiday leave.

**Usage**. Floating holiday leave may be taken at any time with the approval of the employee's Department Head in quarter (1/4) hour increments.

### *Section 16.04 Miscellaneous Provisions*

1. Whenever an observed holiday falls on a Sunday, the following business day is considered the holiday.
2. Whenever an observed holiday falls on a Saturday, the preceding business day is considered the holiday.
3. An employee whose regular days off are other than Saturday and Sunday will, for purposes of this Section, consider their first day off as Saturday and the second day off as Sunday.
4. An employee who works on either the County observed holiday or the declared holiday is entitled to overtime compensation for the hours actually worked. An employee who works on both the County observed holiday and the declared holiday is entitled to overtime compensation for the hours actually worked on the declared holiday. (For example, if Independence Day falls on a Saturday, the County will observe the holiday on Friday, July 3rd. An employee that is scheduled to work on both Friday and Saturday will be compensated as overtime for Saturday July 4th.)
5. A regular part-time employee is entitled to a holiday with pay only if, the employee would be scheduled to work and the employee is entitled to holidays with pay based on the equivalent actual time worked, including authorized absence with pay.
6. A regular employee, whose basic work week is other than Monday through Friday, and whose regular day off falls on an observed holiday, is, at the discretion of the Department Head, or designee be entitled to:
    a. Equivalent compensated time off scheduled the working day preceding or following the declared holiday; or
    b. Equivalent compensated time off scheduled within sixty (60) days following the declared holiday; or
    c. Pay for eight (8) hours work.

    CTO due to any employee is equivalent to a maximum of eight (8) hours.
7. In order to be eligible for holiday pay, an employee must be at work or on paid leave on the regularly scheduled workday immediately preceding the holiday and the regularly scheduled workday immediately following the holiday. This does not affect people who work shifts and have a regularly scheduled day off before or after a holiday.

# ARTICLE 17 – PAID LEAVE

### *Section 17.01 Paid 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.

### *Section 17.02 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, floating holiday, or CTO 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 death of the family member.

### *Section 17.03 Jury Duty*

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

1. Employee must notify their Department Head or designee immediately upon receiving notice of jury duty.
2. 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 18 – LEAVE OF ABSENCE WITHOUT PAY

### *Section 18.01 Leave of Absence Without Pay*

An employee is authorized leave without pay only after all accumulated vacation leave, floating holidays and compensatory time off have been utilized by the employee. If leave is requested because of illness or injury of an employee, the employee will utilize all accrued sick leave before taking such leave of absence.

### *Section 18.02 Impact of Leave of Absence Without Pay*

A. Health/Dental/Vision and Life Insurance.

Employees granted a leave of absence without pay will be entitled to maintain any Health/Dental/Vision or Life Insurance program in effect; provided that the cost of all such insurance is borne solely by the employee. Exception: in the case of an employee on non-paid leave of absence caused by a job-related injury or illness, the County will continue to pay the County's portion of the insurance premiums if, at the time the employee went out on worker's compensation, they had a sick leave balance of one hundred and ninety-two (192) hours or more. The employee will be exempt from the accrual requirement if they can demonstrate they would have had the 192 hours had it not been for a serious injury or illness requiring the use of sick leave in excess of four (4) weeks (160 hours) at one time.

B. Service Computation Date (SCD).

A regular employee's Service Computation Date will be adjusted by one day for each eight (8) hour increment of LWOP.

## *Section 18.03 Departmental Leave Without Pay*

A Department Head may authorize a departmental leave without pay for a regular employee for a period of time **not to exceed** fifteen (15) calendar days.

## *Section 18.04 Official Leave Without Pay*

Initially, an official leave of absence may be authorized for any regular employee for a period of time in **excess** of fifteen (15) calendar days but not to exceed one (1) year. An official leave of absence without pay 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.

1. A request for an official leave of absence must be made upon forms prescribed by the Human Resources Director and specifically state 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 is normally initiated by the employee, but may be initiated by their Department Head. In the event that an employee is physically incapacitated and, as a consequence, unable to request a leave of absence, their spouse or immediate family member may request such leave. The Department Head will indicate on the request form a recommendation as to whether the request should be granted, modified, or denied and will promptly transmit the request to the Human Resources Director. If the Human Resources Director concurs in the request to grant the leave, a copy of the leave form will be submitted for payroll processing. If the Human Resources Director does not concur in the request to grant leave, the request for an official leave of absence will be forwarded for review to the County Administrator. The County Administrator will determine whether the request is approved or denied. If the Human Resources Director concurs with the Department Head that the request should 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.
2. The Human Resources Department must be promptly notified by the Department of the return of an employee from an official leave of absence.
3. 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.

## *Section 18.05 Educational Leave*

Any employee with the approval of the Department Head, the Human Resources Director and County Administrator may be granted educational leave of absence without pay for education or training.

### *Section 18.06 Failure to Return from Authorized Leave of Absence*

Failure of an employee to return upon termination of an authorized leave of absence is deemed an automatic resignation. The resignation may be rescinded by the Department Head if the employee presents satisfactory reasons for the absence within three (3) calendar days of the date the resignation became effective.

## ARTICLE 19 - TARDY

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 breaks and lunch periods. Should an employee be tardy without authorization, their time sheet will reflect that they were tardy for the amount of time they were tardy.

1. Employees determined to be tardy will be charged Leave Without Pay (LWOP) and will not be required to use vacation hours.
2. Leave Without Pay will be charged in quarter hour (1/4) increments rounded to the nearest quarter hour an employee is tardy.

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

## ARTICLE 20 – JOB PROTECTED LEAVES

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 21 – EMPLOYEE PERFORMANCE EVALUATIONS

### *Section 21.01 Purpose*

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's business.

A. Evaluations will include narrative remarks to support the overall rating.

B. An employee who receives an overall rating of less than meets standards and/or a recommendation for denial of their merit step increase will have the following included in the 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 performance or addressing deficiency;
5. A suggested time frame for improvement.

C. Outstanding performance will be included in the evaluation.

D. Each performance evaluation covers a particular time period and only documents performance that occurred during that evaluation period.

### *Section 21.02 Review of Performance Evaluation*

Each performance evaluation must be discussed with the employee before being placed in the employee's personnel file. Every employee has the right to meet with their Department Head concerning the results of the performance evaluation. The 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) calendar days 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 if it is determined that the evaluation is arbitrary or capricious.

### *Section 21.03 Withhold MERIT/LONGEVITY STEP INDEX Increase*

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

Merit/Longevity 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, 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 22 – PROBATIONARY PERIODS

### *Section 22.01 Probationary Periods*

All employees entering County service by appointment to a permanent position in the classified service will serve a probationary period of twelve (12) months.

## *Section 22.02 Computing the Probationary Period*

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 (1st) three (3) calendar days of the month, then the probationary period will run from the first (1st) of that month.

Evaluations during a non-probationary period would then revert to the Service Computation Date (SCD) instead of the Position Date.

## *Section 22.03 Acquisition of Permanent Status*

A probationary employee acquires permanent status upon completion of the probationary period.

## *Section 22.04 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.

## *Section 22.05 Temporary Appointment*

The period of County service of an appointee to a temporary position, subsequently appointed to a permanent position in the same class without a break in service, is not included in computing the probationary period.

## *Section 22.06 Probationary Period upon Promotions*

An employee with permanent status who is promoted to a position in a class having a higher salary range will serve a new twelve (12) month probationary period before attaining permanent status in that position.

An employee who has attained permanent status in a county position and who fails probation in that position will be restored to the position from which the employee was promoted. Upon returning to the former position, if the employee had not completed probation in that position, the employee is required to complete the probationary period not served in that position.

If the employee has never held permanent status in a county position and fails probation upon a promotion, the employee may go back to their prior position only with the approval of the Department Head or designee. Upon returning to the former position, the employee must complete the probationary period not served in that position.

### *Section 22.07 Probationary Period upon Transfer*

An employee who transfers to another department must serve a new at-will probationary period of twelve (12) months. If the employee fails that new probationary period, upon approval of the former Department Head, the employee may return to the former position.

### *Section 22.08 Probationary Period upon Demotion*

Any employee with permanent status who demotes to a position for reasons other than discipline, or in case of layoff, must serve a new at-will probationary period of twelve (12) months. If the employee fails that new probationary period, upon approval of the Department Head, the employee may return to the former position. If the Department Head rejects the employee's request to return to their former position, they will be released from employment.

### *Section 22.09 Separation during Probationary Period*

Probationary employees may be released by the Department Head or designee without cause during the probationary period. Employees have no right of appeal for dismissal or demotion.

### *Section 22.10 Probationary Period upon Re-employment*

A person re-employed by the same Department in a classification that they previously held permanent status, will not serve a new probationary period if the re-employment occurs within one (1) year from the date of separation.

If a person is re-employed in the same Department and classification they previously held but did not obtain permanent status prior to separation, they will be subject to completing the initial probation period. If a person is re-employed in the same classification but in a different Department, a new initial probation period must be completed.

### Section *22.11* Probation upon Reclassification

An employee whose position has been reclassified will not be required to serve a new probationary period.

## ARTICLE 23 – TRANSFERS, REASSIGNMENTS, AND PROMOTIONAL OPPORTUNITY

### *Section 23.01 Transfers within Offices or Departments*

An employee may transfer to the same or comparable classification (within 5%) within the same department or to another department without further examination.

## *Section 23.02 Interdepartmental Transfers*

No employee will be transferred to a position in another office or department unless prior to the transfer:

1. The two (2) positions have similar minimum qualifications and duties and the affected employee possesses the minimum qualifications for the position to which they are being transferred.
2. The positions, if not in the same class, are in the same range; provided that an employee may voluntarily demote to a position in a lower range.
3. The Department Head or designee of the two (2) offices or departments have approved the transfer in writing.
4. The employee has approved the transfer in writing.
5. The Human Resources Director has approved the transfer.

## *Section 23.03 Temporary Transfers*

The Department Head or designee may temporarily transfer a regular employee to a regularly authorized position in a class having a higher range when the incumbent in such position is absent or when there is no incumbent for such position. Such temporary transfer will not exceed a period of ninety (90) days unless a longer period is specifically authorized by the County Administrator. The salary of the employee during the period of such temporary transfer is determined in accordance with Article 8 of this Agreement. The period of County Service of an appointee to a temporary position, subsequently appointed to a permanent position in the same class without a break in service, will not be included in computing the probationary period.

## *Section 23.04 Reassignments*

The movement of an employee from one (1) position to another of the same classification within the same department is a reassignment, not a transfer, and may be accomplished at the discretion of the Department Head or designee.

## *Section 23.05 Promotions*

A. Advancement According to Merit and Ability

The Human Resources Director, each officer and Department Head will encourage economy and efficiency in and devotion to County service by encouraging promotional advancement of employees showing willingness and ability to perform efficiently the services assigned to them. Every person in County service will be given the opportunity to advance according to merit and ability.

B. Filling Vacancies by Promotion; Promotional Lists

Vacancies in positions will be filled insofar as possible and consistent with the best interests of the County from among County employees, and appropriate promotional lists will be established for this purpose.

C. Selection Procedures

Whenever the Human Resources Director determines that the needs of County service so require, they may announce and hold promotional selection procedures for purposes of establishing County-wide or departmental promotional lists.

D. Eligibility

Promotional examinations will be limited to employees specified in this Section.

E. Promotional Eligibility

An employee in an office or department designated by the Human Resources Director as appropriate may participate in a promotional selection procedure.

F. Qualifications

No employee may participate in a promotional selection procedure unless they have the minimum education and experience requirements and any license, certificate or other evidence of fitness as prescribed for the class for which the selection procedure is given.

G. Additional Credit.

Each employee who has attained a passing mark on a promotional selection procedure will be allowed one additional point up to a maximum of five (5) points, for each year or major portion thereof of seniority calculated in accordance with Section 24.03 of this Agreement entitled Lay-Off List Computation.

H. Promotional List

In establishing the promotional list following the selection procedure, the names of the persons who have attained a passing mark will be placed in the order of final earned ratings, except as such order may be modified by the application of this Section. The names of employees who separate from county service will be removed from the promotional list.

# ARTICLE 24 - LAYOFF AND REINSTATMENT PROCEDURES

## *Section 24.01 Layoffs*

The Department Head or designee may lay off employees pursuant to this Section (i) whenever it becomes necessary because of lack of work or funds or (ii) whenever it is deemed advisable in the interests of economy to reduce the work force in a department.

## *Section 24.02 Order of Layoffs*

Persons will be laid off in the following order:

1. Layoff is by department and class within the department except as otherwise noted herein.
2. When it becomes necessary to reduce the work force in any department, layoff of regular employees is in the order in which their names appear on the Layoff List for the affected class, as prepared by the Human Resources Director, with those persons having the least seniority credit being first laid off.

3. 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 Section when recommended by the Department Head or designee and approved by the County Administrator.

## *Section 24.03 Layoff List Computation*

When it becomes necessary to reduce the work force in any department, the Human Resources Director will establish a layoff list by department and class. Said layoff list is based upon seniority as follows:

A. Seniority Defined

1. For each regular employee, except as modified in Section 24.02 of this Article, seniority will be measured from such 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. For any employee who is re-employed after permanent separation, seniority is measured from the date of their most recent appointment.
2. Regular employees who held seasonal or limited term status prior to permanent appointment will receive seniority credit for said status only if the service was continuously compensated employment prior to a permanent position.
3. One point seniority credit is given for each full calendar month of service as specified in (1) and (2) above or for any period of one half (1/2) or more of a calendar month for the first or last months of employment. Permanent part-time employees will receive seniority credit on a proportionate basis to their monthly regular scheduled services.

B. Tie Breaking.

When two or more regular employees have the same total Layoff credit, the tie is broken and preference given in the following sequence:

1. Employees with the greatest seniority as reflected by the date of appointment as computed in Section 32.03 A of this Article.
2. Employees with the highest position on the employment list of permanent appointment to their present class.
3. Random drawing.

## *Section 24.04 Notice of Layoff*

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 return receipt is not promptly received by the Department Head or designee, then they will serve said notice by personal service. If personal service cannot be made, said notice is effective when mailed by ordinary mail to said address. Notice of

Layoff must 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 must include:

1. Reason for layoff.
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. Layoff list credit of the employees.

All employees not in regular positions will be notified of 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 24.05 Demotion and Displacement in Lieu of Layoff*

1. In lieu of being laid off, a regular 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 salary 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.
2. Demotion and displacement rights to specified classifications are applicable only within the department and subject to lay-off list provisions in this Section based on seniority and ability.
3. To be considered for demotion and displacement in lieu of layoff, 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 will have an additional five (5) calendar days after each notification that layoff credit is insufficient to allow displacement as computed in Subsection C above. 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.
4. A Department Head or designee may request that their department be exempted from this subsection 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 24.06 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 must offer available extra help employment to the laid off employee. Utilization of extra help will not supplant regular employees.

## *Section 24.07 Priority Consideration*

An employee who has received formal notice of separation from employment resulting from a pending layoff in accordance with Section 24.01 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) working 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, they are 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 the vacant position.

Employees who want to participate in this Priority Consideration 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 Sections 22.07 Probationary Period Upon Transfer and Article 23 Transfers, Reassignments, and Promotional Opportunity of this Agreement.

## *Section 24.08 Re-employment List (Layoff or Displacement in Lieu of Layoff)*

The Human Resources Director will establish re-employment lists by class listing only those regular employees who are laid off or who displace into another class.

1. Any person who is laid off or displaced into another class because of temporary or permanent abolishment of their position will have been laid off. Notwithstanding the provisions in Yuba County Merit Resolution Article 10 Certification and Appointment, when a vacancy occurs in a classification for which a re-employment list exists, the entire list of eligible persons will be certified to the Department Head seeking to fill the vacancy. The Department Head will re-employ the eligible person with the most County seniority who was laid off from their department and is actively seeking re-employment. Should there be no eligible person on the list who was laid off from the hiring department, the Department Head will re-employ the eligible person with the

most County seniority who is actively seeking re-employment. Should an eligible person reject two offers of re-employment their name will be removed from the re-employment list. If no eligible person is actively interested in re-employment, the order of lists as defined in the Yuba County Merit Resolution Article 9 subsection 12 must be followed.

2. The name of any person who is laid off or displaces into another class will continue on the appropriate re-employment list for a period of one year after it is placed there. The name of any eligible on a re-employment list will be automatically removed from said list at the expiration of such one year period except that the Human Resources Director may exercise the option available under the Yuba County Merit Resolution Article 9 subsection 7 Duration of Eligible List.

# ARTICLE 25 DISMISSAL, SUSPENSION, REPRIMAND, DEMOTION AND RIGHT OF APPEAL

## *Section 25.01 Disciplinary Guidelines*

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

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; Demotion; or Termination from employment.

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.

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.

## *Section 25.02 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. <u>Formal Written Reprimand</u>

When a Public safety officer receives a formal written reprimand from a Department Head, the Public safety officer has thirty (30) days after receipt of the letter to file a written or oral response to the letter. (In accordance with Section 3306 of the Government Code). 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, Demotion or Dismissal

Before taking more serious disciplinary action, the Department Head must 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 administrative leave. The reviews and notices required will 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 order must 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.

## *Section 25.03 Causes for Discipline*

The following constitutes cause for suspension, demotion or termination of an employee or person whose name appears on any employment list.

1. 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.
2. Incompetency.
3. Inefficiency.
4. Inexcusable neglect of duty.
5. Insubordination.
6. Dishonesty.
7. In possession of, trafficking in, or under the influence of alcoholic beverages or illegal drugs while at work or on County property.
8. Intemperance.
9. Inexcusable absence without leave.
10. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
11. Discourteous treatment of the public or other employees.
12. Political activity, which is in violation of federal, state or local laws and regulations.
13. Use of County property in violation of law or Board order.
14. Violation of this Article.
15. 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.
16. Refusal to take and subscribe to any oath or affirmation, which is required by law in connection with employment.
17. Violation of this MOU, the Merit Resolution, and Rules Governing.
18. Violation of written County or departmental policy.
19. Negligent or willful damage to public property or waste of public supplies or equipment.
20. Failure or refusal to cooperate in an investigation being conducted by the County.
21. 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.

## *Section 25.04 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) days from the date 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 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 name remains. The party to strike the first name will be selected by lot. The parties to the hearing 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, 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 fifteen (15) calendar days prior to the hearing. The County Counsel must then serve the employee with a response to the allegation(s) at least five (5) calendar days prior to the hearing. The burden of proof is on the complainant to show by a preponderance of evidence that an unlawful discriminatory action occurred.

## *Section 25.05 Hearing*

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

A. The Hearing is public 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 must be 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 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 34.06, the Board will 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 unless the employee is fully reinstated.

## *Section 25.06 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 (1st) 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 25.05 of this Article.
5. In these cases, the Board's decision is final and binding on all parties.

B. The procedures in this Subsection is 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, handicap, 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. 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.
3. The Hearing Officer does not have the power to award punitive damages.
4. The Hearing Officer's findings and award must be based solely on the evidence presented at the hearing.
5. 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 26 - GRIEVANCE PROCEDURES

## *Section 26.01 Section Purpose*

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

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.

## *Section 26.02 General Provisions*

1. Employees are entitled to union representation at any level of the grievance process.
2. Employees are entitled to reasonable release time at any level of the grievance process.
3. Timeliness: If either party is absent from the normal work site for longer than seven (7) calendar days, the grievance will be held in abeyance until the absent party returns. The parties may agree in writing to waive or extend the timelines at any step.
4. If the response deadline falls on a weekend or holiday, the response is due before the close of business the following work day.

## *Section 26.03 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 the grievance. If the supervisor fails to respond within fifteen (15) calendar days of receipt of the grievance, the employee may move the grievance to Step 2.

*Step 2:*

If the grievance is not resolved at Step 1, it may be submitted to the Department Head or designee for consideration within fifteen (15) calendar days of the immediate supervisor's decision. The Department Head will review the written 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 or designee fails to respond 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 response 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 receipt of submission to Step 3. The Human Resources Director will provide a written response or an 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:*

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.

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.

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 to 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.

The arbiter will render judgment as soon after the conclusion of the hearing as possible but in no event later than thirty (30) working days after the close of the grievance hearing, unless mutually agreed otherwise by the parties. The arbiter's decision will set forth which alleged violations, if any, are sustained and the reasons therefore. 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 only.

The arbiter's opinion will be filed with the Human Resources Director, the grievant and the Clerk of the Board of Supervisors. 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 will review the transcript of the proceedings and, based upon such review, adopt, amend, modify or reject the findings of fact, conclusions of law, and/ or opinion of the arbiter. Either party may request written argument prior to the Board's decision. If the request is granted, the opposing party will be provided adequate time to present a responsive written argument.

If neither party files an appeal within the above 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.

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.

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

# ARTICLE 27 - MISCELLANEOUS

During the term of this Agreement, neither the Union 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 Agreement, neither the County nor its agents for any reason will authorize, institute, aid or promote any lockout of employees covered by this Agreement.

The Association will 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, that 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 Agreement and any employee who fails to carry out their responsibilities under this Agreement.

Nothing contained herein precludes the County from obtaining judicial restraint and damages in the event of a violation of this Agreement.

This agreement supersedes all previous Agreements and Side-Letters.

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

The provision in the Rules Governing Coverage 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 YCPPOA.

Signed and agreed upon on _____ by the following parties:

| **COUNTY OF YUBA** | **YCPPOA** |
|---|---|
| Seth Fuhrer, Chair<br>Board of Supervisors | Ryan Landes, President<br>YCPPOA |
| Tiffany Manuel<br>Human Resources Director | Shaun DuFosee<br>YCPPOA Representative |

# APPENDIX A

*Retirement Health Savings Accounting – Employee Contribution Amounts*