

# BOARD OF SUPERVISORS

## AMENDED AGENDA

Meetings are located at:  
Yuba County Government Center  
Board Chambers, 915 Eighth Street  
Marysville, California



Agenda materials are available at the Yuba County Government Center, 915 8<sup>th</sup> Street, Marysville and [www.co.yuba.ca.us](http://www.co.yuba.ca.us). Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

**JULY 26, 2016**

### 8:30 A.M. YUBA COUNTY WATER AGENCY

**9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS** - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard and comments shall be limited to three minutes per individual or group.

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Abe
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- III. **CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.**
  - A. [\(313-0716\) Board of Supervisors: Reinstate Board meeting of November 1, 2016 at 6:00 p.m. which had been canceled.](#)
  - B. [\(314-0716\) Clerk of the Board: Appoint Ashley Dominic to Sutter-Yuba Behavioral Health Advisory Board as a Consumer Representative with a term to end June 30, 2018.](#)
  - C. [\(315-0716\) Clerk of the Board: Approve meeting minutes of July 12, 2016.](#)
  - D. [\(316-0716\) Community Development and Services: Adopt resolution adopting Property Assessed Clean Energy Residential Consumer Protection Policies. \(Land Use and Public Works Committee recommends approval\)](#)
  - E. [\(318-0716\) Human Resources/Agriculture: Authorize Agricultural Department Incentive Program policy and amendment to Yuba County Employees' Association Master Labor Agreement, and authorize Chair to execute. \(Finance and Administration Committee recommends approval\)](#)
  - F. [\(319-0716\) Human Resources: Adopt resolution revising Classification System-Basic Salary/Hourly Schedule in its entirety for Fiscal Year 2016-2017.](#)
- IV. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than three minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.
- V. **COUNTY DEPARTMENTS**
  - A. Board of Supervisors
    1. [\(320-0716\) Consider request from Marysville Kiwanis to issue payment of annual funding in the amount of \\$250 from Fish and Game Advisory Commission Fund No. 104-9000-427-2300 as requested in 2016-2017](#)

Budget for Kiwanis Fishing Derby due to Commission's lack of authorization for payment due to lack of quorum. (Fifteen minute estimate)

B. County Administrator

1. (321-0716) Receive 14Forward project update and approve expenditures and donations. (Fifteen minute estimate)

C. Human Resources

1. (322-0716) Approve Memorandum of Understanding with the Law Enforcement Management Supervisory Association and authorize Chair to execute.(Ten minutes estimate)
2. (325-0716) Adopt resolution amending the Classification System - Basic Salary/Hourly Schedule as it relates to classifications in the Law Enforcement Management/Supervisory Association, effective July 1, 2016. (Five minute estimate)

D. Health and Human Services

1. (326-0716) Receive report on health and safety concerns and adopt resolution declaring shelter crisis in accordance with Government Code Sections 8698-8698.2. (Ten minute estimate)

VI. **ORDINANCES AND PUBLIC HEARINGS:** If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing and such public comments will be limited to three minutes per individual or group.

- A. (317-0716) Ordinance - Hold public hearing, waive reading, and introduce ordinance adding Chapter 3.26 Training of District Attorney Investigators to accept Standards for recruitment and training of Peace Officers established by Commission on Peace Officers Standards and Training to the Yuba County Ordinance Code. (Law and Justice Committee recommends approval) (Roll Call Vote) (First Reading) (Ten minute estimate)

VII. **CORRESPONDENCE:** The Board may direct any item of informational correspondence to a department head for appropriate action.

- A. (323-0716) Resolution from the Marysville Levee Commission requesting consolidation of the General Municipal Election with the November statewide election.
- B. (324-0716) Letter from Senator Kevin De Leon, President Pro Tempore in regards to California legislative package "No place Like Home."

VIII. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.

IX. **CLOSED SESSION**

- A. Personnel pursuant to Government Code 54957.6(a) - Labor Negotiations DSA/County of Yuba
- B. Pending litigation pursuant to Government Code 54956.9(d)(4) - One Case

X. **ADJOURN**

11:00 A.M. YUBA COUNTY IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY - AMENDED AGENDA

ROLL CALL - Directors Vasquez, Nicoletti, Griego, Abe, Fletcher

ACTION: Approve meeting minutes of January 28, 2014 and August 25, 2015. (Background on file in the Clerk of the Board office.)

**CLOSED SESSION: Personnel pursuant to Government Code 54957.6(a) - Labor Negotiations - IHSS/SEIU  
Negotiating Parties: Crocker/Heid**

**ADJOURN**

**7/29/2016 8:30 A.M. Tri-County Oversight Committee Wheatland Room, 915 8th Street, Marysville, CA 95901 -**

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made two full business days before the start of the meeting. To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors.

# *The County of Yuba*

## **Clerk of the Board of Supervisors**


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(313-0716) Board... - 1 of 2



313-0716

July 26, 2016

**TO:** Board of Supervisors  
**FROM:**  Donna Stottlemeyer, Clerk of the Board of Supervisors  
**SUBJECT:** November Board meetings

### **Recommendation**

Reinstate Board meeting of November 1, 2016 at 6:00 p.m. which had been cancelled.

### **Background and Discussion**

At the meeting of December 8, 2015 the Board approved the 2016 meeting schedule which cancelled the November 1 meeting due to the Election which was incorrect since the Election will be held November 8. The recommended action will reinstate the November 1 meeting at 6:00 p.m.

### **Committee Action**

None. Brought directly to the Board.

### **Fiscal Impact**

There is no fiscal impact.

# **2016 Meeting Schedule Board of Supervisors**

## **January**

*Jan. 05 6:00 p.m. Cancel*  
Jan. 12 9:30 a.m.  
*Jan. 19 9:30 a.m. Cancel*  
Jan. 26 9:30 a.m.

## **February**

Feb. 02 6:00 p.m.  
Feb. 09 9:30 a.m.  
*Feb. 16 9:30 a.m. Cancel*  
Feb. 23 9:30 a.m.

## **March**

Mar. 01 6:00 p.m.  
Mar. 08 9:30 a.m.  
Mar. 15 9:30 a.m.  
Mar. 22 9:30 a.m.  
*Mar. 29 No Meeting 5th Tuesday*  
**June**

## **April**

Apr. 05 6:00 p.m.  
*Apr. 12 9:30 a.m. Cancel*  
Apr. 19 9:30 a.m.  
Apr. 26 9:30 a.m.

## **May**

*May 03 6:00 p.m. Cancel*  
May 10 9:30 a.m.  
May 17 9:30 a.m.  
May 24 9:30 a.m.  
*May 31 No Meeting 5th Tuesday*

*Jun. 07 No Meeting - Election Day*  
Jun. 14 9:30 a.m.  
June 21 9:30 a.m.  
Jun. 28 9:30 a.m.

## **July**

*Jul. 05 6:00 p.m. Cancel*  
Jul. 12 9:30 a.m.  
Jul. 19 9:30 a.m.  
Jul. 26 9:30 a.m.

## **August**

*Aug. 02 6:00 p.m. Cancel*  
Aug. 09 9:30 a.m.  
Aug. 16 and 17 8:30 a.m. Budget Workshop  
Aug. 23 9:30 a.m.  
*Aug. 30 No Meeting 5th Tuesday*

## **September**

*Sept. 06 6:00 p.m. Cancel*  
Sept. 13 9:30 a.m.  
Sept. 20 9:30 a.m.  
Sept. 27 9:30 a.m.

Oct. 04 6:00 p.m.  
*Oct. 11 9:30 a.m. Cancel*  
Oct. 18 9:30 a.m.  
Oct. 25 9:30 a.m.

*Nov. 01 No Meeting - Election Day*  
Nov. 08 9:30 a.m.  
Nov. 15 9:30 a.m.  
*Nov 22 9:30 a.m. No Meeting*  
*Nov 29 No Meeting 5th Tuesday CSAC/ACWA*

Dec. 06 6:00 p.m.  
Dec. 13 9:30 a.m.  
Dec. 20 9:30 a.m.  
*Dec. 27 9:30 a.m. Cancel*

*\*Pursuant to Ordinance Code 2.25.010 "any regular meeting...that falls upon a holiday or Election day is cancelled.*

*There shall be no regular meeting in any work week having 2 County holidays. Section 2.25.020 provides no regular meeting shall be held on the 5th Tuesday in any calendar month.*

*Election Days - June 7, November 1*

*RCRC Conference Sept. 28 - 30, CSAC Annual Conference Nov 29 - Dec 2 (Palm Springs)/ACWA Fall Conference (Anaheim)*

*2016 Holidays - Jan 1 and 18, Feb 15, May 30, July 4, Sept 5, Nov 11, 24 & 25, Dec 23 & 26*

# *The County of Yuba*

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**Office of Clerk of the Board of Supervisors**

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(314-0716) Clerk... - 1 of 4



314-0716

**To:** Board of Supervisors  
**From:** Donna Stottlemeyer, Clerk of the Board   
**Subject:** Sutter Yuba Behavioral Health Advisory Board – 2 Unscheduled Vacancies  
**Date:** July 26, 2016

## **Recommendation**

Appoint Ashley Dominic to the Sutter Yuba Mental Health Advisory Board as a consumer representative for a term ending June 30, 2018.

## **Background and Discussion**

These are un-scheduled vacancies. The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and updated bi-monthly. One application for appointment has been received and is attached along with recommendations from the Sutter Yuba Mental Health Advisory Board.

In light of the expressed interest, it would be appropriate to make the appointment at this time.

## **Fiscal Impact**

None due to appointment.

## **Committee Action**

Brought directly to the Board for consideration.

## **Attachments**

DS/mp

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# The County of Yuba

Application for Board/Commission/Committee  
Appointed by the Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS  
YUBA COUNTY GOVERNMENT CENTER  
915 EIGHTH STREET, SUITE 109  
MARYSVILLE, CA 95901  
(530) 749-7510

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Behavioral Health Advisory Board

APPLICANT NAME:

Ashley Marie Dominic

MAILING ADDRESS -  
(Street/P.O. Box, City, Zip):

[REDACTED] Marysville 95901

PHYSICAL ADDRESS  
(Street, City, Zip):

Same

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:  
SUPERVISOR/DISTRICT  
NUMBER:

Yuba College Student

REASONS YOU WISH TO  
SERVE ON THIS BODY:

Assist with furthering the outlook for T.A.Y.  
Program, as well as supporting the B.H.A.B.  
T.A.Y. client, Team member of Regional  
Youth Summit, and job experience.

LIST PAST AND CURRENT  
PUBLIC POSITIONS HELD:

N/A

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU  
WISH TO SERVE UPON? ☐ YES ☒ NO  
IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF  
INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF  
MY KNOWLEDGE.

SIGNATURE

Ashley M Dominic

DATE

10-14-15

## THIS SECTION FOR OFFICE USE ONLY

- ☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.
- ☐ APPLICANT APPOINTED: \_\_\_\_\_
- ☐ OTHER: \_\_\_\_\_





## SUTTER-YUBA BEHAVIORAL HEALTH

1965 Live Oak Boulevard, Suite A  
PO Box 1520  
Yuba City, CA 95992-1520

(314-0716) Clerk... - 4 of 4




Clerk/Board of Supervisors

**Tony Hobson, Ph.D.**  
*Assistant Director of Human Services*  
*Director of Behavioral Health*

**Administration Services**  
**(530) 822-7200**  
**FAX (530) 822-7627**

DATE: July 8, 2016

TO: Yuba County Board of Supervisors

FROM: Tony Hobson, Ph.D.   
Director of Behavioral Health  
Margery Hubbard, Secretary  
Behavioral Health Advisory Board

SUBJECT: Recommendation to Appoint Ashley Dominic to the Behavioral Health  
Advisory Board

On behalf of the Behavioral Health Advisory Board, we wish to recommend the appointment of Ashley Dominic to fill the vacant "Consumer" seat on the Behavioral Health Advisory Board representing Yuba County. Please reference her attached application.

Please schedule for the earliest Board of Supervisor Meeting and advise this office (through Sue Hopper) when Ms. Dominic's appointment has been approved. Thank you for your favorable consideration of our request.

TH:MH/sh

Attachment

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**\*SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969\***

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Adult Outpatient Services: 822-7200  
Wellness & Recovery: 822-7200  
Forensic Services: 822-7200

**TTY-CRS 800-735-2929**  
Psychiatric Emergency Services: 673-8255  
Psychiatric Health Facility: 822-7209  
Substance Use Disorder Services: 822-7200

Youth Services: 822-7513  
Children's System of Care: 822-7478  
Prevention Services: 674-1885

# *The County of Yuba*

B O A R D O F S U P E R V I S O R S

JULY 12, 2016



The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 09:30 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Randy Fletcher. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Abe presided.

- I. PLEDGE OF ALLEGIANCE - Led by Mr. David Read
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve Consent Agenda    MOVED: Mary Jane Griego    SECOND: John Nicoletti

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher

NOES: None    ABSENT: None    ABSTAIN: None

- A. (281-0716) Administrative Services: Approve declaring various equipment and vehicles as surplus property and authorize purchasing agent to dispose in accordance with Yuba County Ordinance Code 2.50.060. Approved.
- B. (282-0716) Clerk of the Board: Approve meeting minutes for June 14 and 28, 2016. Approved as written.
- C. (283-0716) Clerk Recorder/Registrar of Voters: Adopt resolution appointing members in lieu of election to the Office of Member, County Central Committee for their respective district and political party pursuant to Election Codes 7228 and 7423. Adopted Resolution No. 2016-56, which is on file in Yuba County Resolution Book No. 47.
- D. (284-0716) Clerk Recorder/Registrar of Voters: Accept Certification of Vote for June 7, 2016 Presidential Primary Election and declare winners for each office under their jurisdiction Pursuant to Elections Code 15400. Approved.
- E. (285-0716) Clerk Recorder/Registrar of Voters: Accept Certificate of Sufficiency for Chapter 12.140 Medical Cannabis Cultivation and Commerce and direct Registrar of Voters to consolidate initiative election with the November 8, 2016 Presidential General Election pursuant to Election Code §1405(b). Approved.

The following individual spoke: Mr. Buck Weckman

- F. (286-0716) Emergency Services: Adopt resolution authorizing Director of Emergency Services or Emergency Operations Manager to apply for Fiscal Year 2016-2017 Emergency Management Performance Grant, and authorize execution of documents as required by application and/or any pertinent documents related to the program and acceptance of grant funds. Adopted Resolution No. 2016-57, which is on file in Yuba County Resolution Book No. 47.
- G. (287-0716) Health and Human Services: Adopt resolution authorizing grant application for California Department of Public Health Maternal Child and Adolescent Health for period of July 1, 2016 through June 30, 2017 and authorizing acceptance of funds and executing all documents required related to program upon review and approval of County Counsel. Adopted Resolution No. 2016-58, which is on file in Yuba County Resolution Book No. 47.
- H. (288-0716) Health and Human Services: Award contract to Health Management Associates to conduct baseline comprehensive Community Health Assessment for the period of August 1, 2016 through July 31, 2017 and authorize Chair to execute upon review and approval of Counsel. Approved.
- I. (289-0716) Health and Human Services: Award contracts for detoxification treatment services and/or substance use resident services to The Salvation Army, Midvalley Recovery Facility, Inc., Progress House Inc., and Community Recovery Resources; and authorize Chair to execute upon review and approval of Counsel. Approved.

IV. PUBLIC COMMUNICATIONS: None.

V. COUNTY DEPARTMENTS

A. Board of Supervisors

- 1. (290-0716) Adopt resolution approving application and authorizing Yuba Sutter Arts Executive Director to execute agreement for State-Local Partnership Program with California Arts Council for Yuba Sutter Arts. Executive Director Eliza Tudor and President David Read presented a short video and recapped activities. Ms. Tudor and Mr. Read responded to Board inquiries.

MOTION: Move to adopt      MOVED: Mary Jane Griego      SECOND: Randy Fletcher  
 AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher  
 NOES: None   ABSENT: None   ABSTAIN: None

Adopted Resolution No. 2016-59, which is on file in Yuba County Resolution Book No. 47.

B. Community Development and Services

- 1. (291-0716) Approve Plans, Specifications and Estimate and authorization for Advertisement of Bids for Ella Elementary Safe Routes to School Project 7th Avenue from Olivehurst Avenue to Powerline Road. Director Mike Lee recapped program and responded to Board inquiries.

MOTION: Move to approve      MOVED: Mary Jane Griego      SECOND: Randy Fletcher  
 AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher  
 NOES: None   ABSENT: None   ABSTAIN: None

C. Human Resources

1. (293-0716) Approve Memorandum of Understanding with Yuba County Probation Peace Officers Association and authorize the Chair to execute. Assistant Director Karen Fassler provided a brief recap and responded to Board inquiries.

The following individual spoke: Mr. Vince Cauchi

County Administrator Robert Bendorf responded to specific inquiries relating to lump sum payment.

MOTION: Move to approve      MOVED: John Nicoletti      SECOND: Randy Fletcher

AYES: John Nicoletti, Andrew Vasquez, Roger Abe, Mary Jane Griego, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

- VI. CORRESPONDENCE: The Board may direct any item of informational correspondence to a department head for appropriate action.
  - A. (294-0716) Resolution from Plumas Lake Elementary School District regarding issuance of school bonds and consolidation with November 8, 2016 General Election. Received.
  - B. (295-0716) Memo from Public Works Director Mike Lee regarding annual impact fee adjustment. Received.
- VII. CLOSED SESSION The Board retired into closed session at 10:01 a.m. to consider the following:
  - D. Pending litigation pursuant to Government Code 54956.9(d)(1) – 3. Fellowship of Friends vs. County of Yuba - Received Report
- VIII. RECESS - Dedication Ceremony 14Forward - Fourteenth Street, Marysville The Board recessed at 10:01 a.m. and reconvened at 11:58 a.m. with Supervisors Vasquez, Abe, and Fletcher present.
- IX. CLOSED SESSION The Board continued session from 11:58 a.m. to 12:48 p.m. to consider the following.
  - A. Personnel pursuant to Government Code 54957.6(a) – Labor Negotiations DSA/MSA/YCPOA/County of Yuba Negotiating Parties: Abel Direction provided.
  - B. Personnel pursuant to Government Code 54957(b)(1) Public Employment/Public Guardian-Conservator Accepted resignation. By 3-0 vote and gave authorization and direction.
  - C. Pending litigation pursuant to Government Code §54956.9(d)(4) - One Case Continued to July 19, 2016
  - D. Pending litigation pursuant to Government Code 54956.9(d)(1) regarding:
    1. Babcock vs. County of Yuba Child Protective Services - Received Report
    2. Resolution Fund Management vs. County of Yuba - By 3-0 vote gave authorization
    3. Fellowship of Friends vs. County of Yuba - Received Report
    4. Flores vs. City of San Gabriel – Received Report
    5. Hansen vs. Hansen – By 3-0 vote gave authorization

X. COUNTY DEPARTMENT

D. Health and Human Services

1. (292-0716) Approve use of Site Supervisor, Emergency Temporary Shelter, and Storage agreements for homeless at 14Forward. County Administrator Robert Bendorf recapped agreement modules and responded to inquiries. No public comment received.

MOTION: Move to approve      MOVED: Andrew Vasquez      SECOND: Randy Fletcher

AYES: Andrew Vasquez, Roger Abe, Randy Fletcher

NOES: None    ABSENT: John Nicoletti, Mary Jane Griego    ABSTAIN: None

XI. BOARD AND STAFF MEMBERS REPORTS: This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.

Supervisor Fletcher: Meetings attended

- June 29 meeting at YCWA
- June 30 Sheriff Department retirement ceremony and PG&E meeting on biomass project
- July 8 YCWA Ad Hoc meeting
- July 11 Sierra Nevada Conservancy meeting

Supervisor Vasquez:

- Calls regarding placement of violent sexual predator in Yuba County
- Gratitude of Hilbers Inc., regarding recovery of stolen property
- Received consensus to send letter opposing SB 1146 Religious Freedom

Supervisor Abe:

- July 4 Lions BBQ
- July 6 Bear River Watershed meeting
- July 8 Water Supply Contract Renewals YCWA AD Hoc
- Memorial Adjournment - Ms. Joyce Souza

County Counsel Angil Morris-Jones:

- Naturalization Ceremony July 15 in Board Chambers
- Out of office July 14 - 26

XII. ADJOURN at 12:58 p.m. in honor of Ms. Joyce Souza.

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Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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By: Rachel Ferris, Deputy Clerk

Approved: \_\_\_\_\_

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone – (530) 749-5430 • Fax – (530) 749-5434

915 8<sup>th</sup> Street, Suite 123

Marysville, California 95901

[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



316-0116

**BUILDING**

749-5440 • Fax 749-5616

**CODE ENFORCEMENT**

749-5455 • Fax 749-5464

**ENVIRONMENTAL HEALTH • CUPA**

749-5450 • Fax 749-5454

**PLANNING**

749-5470 • Fax 749-5434

**PUBLIC WORKS • SURVEYOR**

749-5420 • Fax 749-5424

**FINANCE AND ADMINISTRATION**

749-5430 • Fax 749-5434

July 26, 2016

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director

Subject: PACE Residential Consumer Protection Policies

### RECOMMENDATION:

That the Board of Supervisors adopt the attached resolution establishing Countywide Property Assessed Clean Energy (PACE) Residential Consumer Protection Policies and requiring PACE providers operating within the County to abide by them.

### BACKGROUND:

In 2015 the County entered into agreements with four different PACE providers in order to broaden the range of options to implement energy efficiency, renewable energy, and water efficiency improvements to properties in the unincorporated areas of the County. Since that time the issue of residential

### DISCUSSION:

Since the time of entering into these agreements, the issue of residential consumer protection related to PACE has been raised Statewide. This has resulted in a Residential PACE Consumer Protection Policy being created on May 10, 2016, which can be used by cities and counties in order to establish a uniform standard for consumer protection. The attached resolution would adopt the Policy and require the PACE providers participating within the County to abide by it.

### COMMITTEE ACTION:

On July 19, 2016, the Land Use and Public Works Committee recommended approval by the full Board.

### FISCAL IMPACT:

None.

Attachments:

Resolution

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**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

**A RESOLUTION OF THE BOARD OF SUPERVISORS      ) RESOLUTION NO. \_\_\_\_\_**  
**ADOPTING PROPERTY ASSESSED CLEAN ENERGY      )**  
**RESIDENTIAL CONSUMER PROTECTION POLICIES      )**

**WHEREAS**, in 2015 the Board of Supervisors approved agreements with several Property Assessed Clean Energy (PACE) providers in order to broaden the range of options to implement energy efficiency, renewable energy, and water efficiency improvements to properties in the unincorporated areas of the County; and

**WHEREAS**, since entering into these agreements it has been recognized Statewide that uniform policies related to residential consumer protection is needed; and

**WHEREAS**, on May 10, 2016 the first version of a uniform Residential PACE Consumer Protection Policy was created, Exhibit A, which can be used by cities and counties partnering with PACE providers.

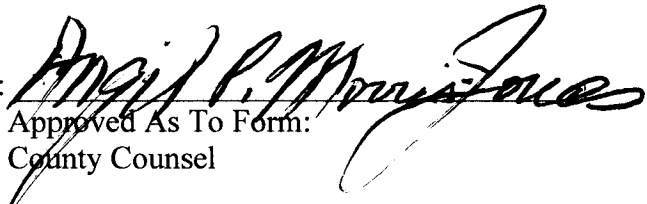
**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Yuba does hereby adopt the attached Residential PACE Consumer Protection Policy, Exhibit A, and any future versions or amendments that may be made to such Policy, and further resolves that any PACE provider operating within the unincorporated area of the County shall abide by such Policies.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the Board of Supervisors of the County of Yuba, by the following votes.

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

By: \_\_\_\_\_  
Chair, Yuba County Board of Supervisors

By: \_\_\_\_\_  
**ATTEST:**  
Clerk of the Board of Supervisors

By:   
Approved As To Form:  
County Counsel





# PACE Consumer Protection Policies

Version 1.0

(Residential PACE Programs)

*Exhibit A*

## 1. OVERVIEW

*Property assessed clean energy (“PACE”) programs enable a much broader range of homeowners to implement energy efficiency, renewable energy, and water efficiency improvements that increase the value, functionality, and sustainability of their homes. Such improvements (“Improvements” or “Measures”) make homes less costly to operate and more comfortable to live in, while simultaneously reducing energy and water consumption. Without PACE Programs many homeowners would have no, or only costlier, access to these Measures.*

*PACE Programs (“PACE Programs”), including the government authorities sponsoring and administering them and, where applicable, the entities who help implement them (“Partners”), provide advice, tools and resources that enable homeowners to make smart, informed and responsible choices regarding such Measures. PACE Programs must be responsible for ensuring that the advice, tools and resources are appropriate and accurate, which means that care must be taken with homeowners before, during and after the origination of Program financing. Consumer protections that serve homeowners must be a core value of PACE Programs and Partners. In this document, “Partner” refers to the government authority in all cases where a Program does not include a third party non-government partner.*

*PACENation recommends that PACE Programs implement consumer protection policies that meet or exceed the standards set forth herein, addressing the following areas: (1) Eligibility and Risk, (2) Disclosures and Documentation, (3) Financing Terms, (4) Operations, (5) Post-Funding Support, (6) Data Security, (7) Privacy, (8) Marketing and Communications, (9) Protected Classes, (10) Registered Contractors, (11) Eligible Products, (12) Pricing, (13) Reporting, and (14) Closing & Funding.*

*PACE Programs that meet or exceed these standards provide homeowners with a greater level of consumer protection than any other form of financing. The recommended consumer protection policies set forth herein can help guide PACE Program implementation to ensure homeowners realize maximum benefit.*

## 1. ELIGIBILITY AND RISK

*Policy Summary: The \_\_\_\_\_ (the “Program”) blends traditional credit risk considerations together with statutory requirements and administrative policy objectives to develop specific risk and eligibility criteria for participation in the Program. These criteria take into account the unique risk profile that PACE financing presents to enable qualifying homeowners to access it. While this process will exclude unqualified homeowners and properties, special consideration has been given to develop inclusive standards. The criteria examine four key attributes of every financed project: (1) the real property (“Property”) on which the improvements will be installed, (2) the encumbrances presently recorded against the Property, (3) the nature of the improvements to be installed; and (4) the homeowner’s mortgage and property tax payment history.*

- 1.1. **Properties.** Consistent with foundational considerations, it is the policy of the Program to make the Program available to the entirety of the existing residential housing stock in political boundaries of the Program. Properties for which this form of financing is not available include: (i) commercial properties (including residential properties comprising five (5) or more units), (ii) new properties under construction and (iii) properties that cannot be subject to an assessment or levy. If requested in good faith by a homeowner whose Property has been found ineligible, the Program or Partner may undertake a “second look” eligibility review of the applicant’s Property, re-examining the specific attributes of the Property in question and confirming or modifying the original determination.
- 1.2. **Encumbrances.** The encumbrance profile of properties is an important element in determining whether or not they qualify for Program participation. The Program is designed to harness unused financing capacity of homes in which eligible improvements are installed. Such financing is inappropriate if it burdens properties and their owners too greatly. Accordingly, properties eligible for Program financing will have the following attributes:
  - 1.2.1. All mortgage-related debt on the Property may not exceed 90% of the Property’s fair market value (“FMV”), or assessed value if market value data is unavailable or unreliable, at the time of initial approval;
  - 1.2.2. Reliability of the Program FMV model should be verified through an accepted and regular audit process, sampling appraisal data as a means of measurement and verification;
  - 1.2.3. The financing may not exceed (A) (i) fifteen percent (15%) of the FMV of the Property, up to the first seven hundred thousand dollars (\$700,000) of the Property’s FMV, and (ii) ten percent (10%) of the remaining value of the Property above seven hundred thousand dollars (\$700,000) minus (B) any existing PACE assessments on the Property;
  - 1.2.4. The total mortgage-related debt on the underlying Property plus Program financing may not exceed the FMV of the Property; and

1.2.5. The total amount of any annual property taxes and assessments shall not exceed five percent (5%) of the Property's FMV, determined at the time Program financing is approved.

1.3. **Eligible Improvements.** The Program provides financing for a broad range of eligible products and projects permanently-affixed to the Property, the details of which are set forth in Section 11 below. The Program is not available to finance ineligible products and projects, which comprise anything not specified in Section 11, subject to an appeal and review of specific measures on a case by case basis by the Partner and/or Program. While the Program is responsible for confirming compliance with the Section 11 requirements, it is not responsible for determining post-installation energy performance, savings or efficacy of such products or projects. The Program relies on applicable state law and data and ratings from the U.S. Department of Energy, the Environmental Protection Agency and other federal and state government agencies in determining what constitutes an eligible Improvement or Measure.

1.4. **Homeowners.** PACE Program assessments typically appear as line items on property tax bills and homeowners repay their financing when they pay their property tax bills. The mortgage and property tax payment history of a homeowner of record is, thus, an important factor in determining a homeowner's eligibility to participate in the Program. Accordingly, at the time of application, homeowners eligible for Program financing will at a minimum have status and payment histories that are consistent with the following:

- 1.4.1. The applicant is the homeowner of record;
- 1.4.2. Property tax payments for the assessed Property are current. Additionally, the homeowner must certify that there has been no more than one late payment for the shorter of (i) the previous three years, or (ii) since the present homeowner acquired the Property;
- 1.4.3. The homeowner is current on all mortgage debt, and has been late on such payments no more than once (30 days maximum) during the 12-month period preceding funding;
- 1.4.4. The applicant has not had any active bankruptcies within the last 7 years; provided, however, that this criterion can be met if a homeowner's bankruptcy was discharged between two and seven years before the application date, and the homeowner has had no past due payments (mortgage and non-mortgage) for more than 60 days in the most recent 24 months; and
- 1.4.5. The homeowner has no involuntary lien(s) recorded against the Property in excess of \$1,000.
- 1.4.6. There may be no pending Notice of Default on the property and no more than one recorded Notice of Default for the shorter of (i) the previous three years, or (ii) since the present homeowner acquired the Property.

## 2. DISCLOSURES & DOCUMENTATION

*Policy Summary: Documentation for Program participants should ensure compliance with these consumer protection policies and must be clear, complete, and fair to all parties. A reader who has spent time with the documentation should develop an unambiguous understanding of each and every right, risk and obligation associated with the Program's financing product. PACE is a new form of financing that, while sharing some features of traditional financing, presents new considerations for homeowners. Best practices counsel the Program to disclose traditional "know before you owe" financing terms ("Disclosures" e.g., interest rates, financing term, payment amounts). Disclosures covering the Program financing's specific repayment cycle (typically, annual or semiannual) and the Federal Housing Finance Authority's announcement regarding payoff of Program financing at the time of sale or refinance are among the new considerations. In the end, a homeowner who understands the Program's disclosures will be informed and have a clear understanding of the Program's traditional and non-traditional features.*

**2.1. Document Timing.** Before commencement of any Program-financed project, a homeowner needs to: (i) submit an application; (ii) receive approval of the Measures from the Partner; and (iii) execute documentation covering the terms and disclosures summarized in this Section. Following installation of the Measures, a homeowner needs to: (i) execute an acknowledgement that the installation of the Measures has been completed satisfactorily; and (ii) receive a final summary of costs and payments. Delivery to and execution of all such documentation by the homeowner is the responsibility of the Partner.

**2.2. Terms.** Terms that are fundamental to the Program and that need to be reflected in its Disclosures comprise: (i) the amount financed including the cost of the installed Measure(s), together with Program fees and capitalized interest, if any (ii) the repayment process and schedule, (iii) the payment amounts, (iv) the term of the financing (that does not exceed the useful life of the Measures, (v) the rate of interest charged (such rate to be fixed and not variable), (vi) a payment schedule that fully amortizes the amount financed, (vii) the nature of the lien or obligation created upon recordation, (viii) the specific improvements to be installed, (ix) the 3-day right to cancel the financing, (x) the right to withhold approval of payment until the project is complete, and (xii) any other relevant state specific rights, notices, or requirements (e.g. in California, Section 5899.2 rights for solar lease improvements). It is the responsibility of the Partner to prepare, deliver and arrange for execution of documents reflecting such terms.

**2.3. Disclosures Policy.** Disclosures ensure that homeowners are aware of and understand key Program financing terms and risks that appear in the Program's documentation. It is the policy of the Program that Partners confirm delivery to, and receipt by, homeowners

of these Disclosures, and obtain written acknowledgement that homeowners have read and understand them. The following comprise key Disclosures of the Program provided by Partners in a financing summary in the form attached hereto as Attachment A.

Disclosures	Description
Term of financing	The maximum time period of the financing
Amount financed	The total amount financed, including the installed cost of the Measure(s), Program fees and capitalized interest, if any
Annual payment amount	The amount due each year, even if paid in semi-annual installments or through impound payments
Annual interest rate/APR	The effective interest rate after taking into account all fees and capitalized interest
Improvements financed	The Measures installed
FHFA risks	The risk that the homeowner may need to pay off the PACE assessment at the time of sale or refinance
Right to cancel	The 3-day right to rescind the financing
Prepayment	The right to prepay the Program financing with clearly defined penalties, if any

The following comprise additional key Disclosures of the Program provided by Partners.

Disclosures	Description
Program overview	A document or section of a document that provides a comprehensive summary of the Program, including a summary of a homeowner's rights and obligations
Property tax repayment process	Description of the property tax payment process and the line item for repayment of the Measures that the Program financed
Tax benefits	Tax credits of benefits associated with the purchase of certain Measures and the annual payments related to them.
Privacy	A notice describing the privacy policies of the Program
Federal disclosures	Those appearing in the Program application
Foreclosure	The risk of foreclosure and the foreclosure process in the event of a homeowner default

**2.4 Confirmation of Terms.** For all Program financing applications associated with contractors that are either new to the Program or are on a Partner's "watch list" (i.e. those

contractors that are not “Top Rated Contractors” defined below), it is the policy of the Program that such Partner confirm live by telephone with the homeowner applicant each Program financing term listed in (b)-(h) of this Section 2.4 below. These confirmation requirements do not apply to contractors who have reached the Partner’s top rating category (the “Top Rated Contractors”). For Top Rated Contractors, it is the policy of the Program that the Partner conduct randomized calls to homeowners to confirm financing terms.

Notwithstanding the above, irrespective of the contractor with whom the Program financing is associated, it is the policy of the Program that the Partners confirm live by telephone for each applicant who is over 64 years old the Program financing terms listed in (a)-(h) of this Section 2.4 below, and any other special categories of homeowners as designated by the Program. For avoidance of doubt, for homeowners over 64 years old, a voicemail message does not satisfy the requirement of Program financing term confirmation under this Section 2.4.

When confirming terms of a Program financing with a homeowner, the Partners will request the homeowner to describe generally the improvement(s) being financed using the Program financing, and will ascertain that the homeowner understands:

- (a) The reason for the specific improvement(s) being obtained by such homeowner.
- (b) His or her total estimated annual payment.
- (c) The date his or her first tax payment will be due.
- (d) The term of the Program financing.
- (e) Any additional fees (including recording fees) that will be charged to him or her.
- (f) That payments for the Program financing will be added to his or her property tax bill and will cause the property tax bill to increase.
- (g) That he or she may make payments on the Program financing either directly to the county assessor’s office or through his or her mortgage impound account.
- (h) That before any assessment contract or application (the “Pending Project”) is executed, the Partner has asked and the homeowner has confirmed that no Measures other than the Pending Project are underway, and has agreed, at any time before funding of the Pending Project, to inform Partner if homeowner has authorized any new Measures.

### 3. FUNDING

*Policy Summary: PACE is a new form of financing that, while sharing some features of traditional financing, presents new considerations for financing capital sources and structures. Best practices counsel the Program to proactively solicit feedback from Program stakeholders and homeowners and incorporate things learned into policy improvements which benefit homeowners.*

- 3.1. **Interest Rates.** It is the policy of the Program that Partners offer fixed simple interest rates and payments that fully amortize the obligation. Variable interest rates or negative amortization financing terms are not permitted.
- 3.2. **Sustainable Funding Source.** It is the policy of the Program that Partners establish a sustainable source of capital for funding PACE projects separate from the Authority's general fund or budget and have access to capital markets to ensure funding for qualified projects is available on a consistent basis. A Partner must demonstrate the capacity to fund assessments that the Program and Partner anticipate originating through such Partner over a six (6) month period immediately following the Program's review of such Partner's financial statements.
- 3.3. **Subordination.** For Programs in states with senior lien PACE statutes, a Program and/or its Partners may accommodate owners of PACE assessed homes and prospective buyers of such homes by offering to subordinate certain of its/their rights derived from the PACE assessment lien to the lien of a mortgage or deed of trust. The subordination may provide the lien under a mortgage or deed of trust with senior rights such that the lender will be induced to provide a mortgage loan on a PACE-assessed property. The subordination option may be made available to homebuyers and homeowners in accordance with policy agreed upon by the PACE Program and the Partner.
- 3.4. **Contractor Fees.** It is the policy of the Program that Partners can only charge fees to contractors offering Program financing as long as Partners (i) clearly and conspicuously disclose such fees to homeowners and (ii) require that contractors absorb such obligations and not pass such fees on to homeowners.



#### 4. OPERATIONS

*Policy Summary: Operations refers to the staff, procedures, and systems that Partners use to deliver the Program to homeowners and provide them with ongoing support. For Partners, operational competence rests on the ability to perform well in a range of areas and disciplines, such as accounting, finance, capital markets, risk assessment, legal, compliance, government affairs, municipal engagement, training, marketing and sales, contractor engagement, business development, and corporate development. While each operating unit incorporates thoughtful and highly effective consumer protections in the work it produces, Operations is the gatekeeper responsible for assuring that the Program has the people, processes, tools and technology necessary to deliver to homeowners the Program financing product, as well as the consumer protections described in these Policies.*

- 4.1. Operational Consumer Protection Policies.** The Program and its Partners will provide people and develop processes, tools and technology necessary to support the consumer protection measures described in detail elsewhere in this policy, including: (i) risk and underwriting processes; (ii) terms and documentation delivery systems; (iii) documentation, maintenance and retrieval processes; (iv) disclosure development, delivery and acknowledgment receipt; (v) post-funding support for homeowners and other stakeholders such as real estate professionals; (vi) data security measures; (vii) privacy policy development and protections; (viii) marketing and communication oversight; (ix) protected class data and communication processes; (x) contractor management and engagement; (xi) eligible product database and/or list development and maintenance; (xii) implementation of the maximum financing amounts; (xiii) key metrics reporting; (xiv) closing and funding processes (including the ability to fulfill financing obligations); (xv) examination data production; and (xvi) implementation of procedures to identify and prohibit conflicts of interest within and associated with the Program.

## 5. POST-FUNDING HOMEOWNER SUPPORT

*Policy Summary: A public/private partnership is at the core of the Program. This partnership carries with it elevated consumer protection responsibilities that apply to the Program with as much significance during the post-funding period as they do during the time of application and origination. Establishing and operating an executive office responsible for customer care that responds to inquiries, complaints, contractor and workmanship concerns, product performance questions and related matters for the lifecycle of the improvements financed is fundamental to the consumer protections that the Program provides.*

- 5.1. **Proactive Engagement.** It is the policy of the Program that the Program and its Partners proactively monitor and test the consumer protections delivered to homeowners, and to request feedback from homeowners and contractors to identify areas in need of improvement.
- 5.2. **Onboarding.** It is the policy of the Program that Partners develop and implement a post-installation onboarding procedure for homeowners to reinforce key characteristics of the Program, such as those highlighted in the Program disclosures.
- 5.3. **Payments.** It is the policy of the Program that each Partner have disclosures and resources in place to resolve any homeowner questions regarding payments. The Program requires that each Partner implement procedures for responding to requests for partial or full prepayment of their PACE property tax assessment in a timely and complete manner, matters regarding impound account catch up payments, payment timing inquiries and payment amount reconciliation among others.
- 5.4. **Inquiries and Complaints.** It is the policy of the Program that its Partners receive, manage, track, timely resolve, and report on all inquiries and complaints from homeowners. This policy contemplates Partners have an ability to perform inspections, meet with homeowners and contractors, investigate matters, and mediate resolutions with homeowners and contractors. Partners must proactively work to resolve inquiries and complaints in a reasonable and timely manner and in accordance with the Program guidelines and must make communication for homeowners available during regular business hours by phone, email and facsimile communication.
- 5.5. **Real Estate Transactions.** It is the Program's policy that Partners develop capabilities to assist homeowners who are refinancing or selling their Properties. The Partner must support real estate professionals providing services to refinance and sales transactions for properties with PACE assessments.

## 6. DATA SECURITY

*Policy Summary: Trust is fundamental to any financing relationship, and Program financing is no exception. The public/private partnership at the center of the Program, as well as the confidential relationship homeowners have with a Program Partner mandate that any market-ready Program be in robust compliance with sturdy cyber-security standards, and in particular develop secure and tested processes that protect homeowner personal identifiable information at points of potential vulnerability, especially during the application process.*

**6.1. Information Systems.** It is the policy of the Program that each Partner develop and comply with secure and tested processes to protect the personal identifiable information of the homeowner described in Section 7 below, including:

- 6.1.1. A cyber-security policy and protocol that, at a minimum, requires data encryption “during transmission” and “at rest,” and compliance with sturdy cyber-security standards.
- 6.1.2. A protocol for access to information based upon job function and need-to-know criteria.
- 6.1.3. Measures that protect the security and confidentiality of consumer records and information, including, without limitation, requiring all computers and other devices containing any confidential consumer information to have all drives encrypted with industry standard encryption software.
- 6.1.4. Monitoring and logging all remote access to its systems, whether through VPN or other means.
- 6.1.5. Data security policies that are subject to auditing and penetration testing conducted by an independent auditor hired by the Authority at least annually and any time a change is made that may have any potential impact on the servers, security policies or user rights.
- 6.1.6. Ensuring minimum viable configurations are in place on all servers. All firewalls should have continuous logging enabled. In addition, access control lists and audited server configurations should be used to ensure that data security is maintained.

**6.2. Personnel.** Each partner is responsible for:

- 6.2.1. Informing and enforcing compliance with the Program’s data privacy and security policies on the part of every employee, contractor, vendor, agent, service provider, representative, and associate who is exposed to personal identifiable information of homeowners.
- 6.2.2. Implementing protections and controls to prevent unauthorized copying, disclosure, or other misuse of sensitive consumer information.

## 7. PRIVACY

***Policy Summary:** The trusting and confidential relationship that exists between homeowners and the Program extends to the Partners' use of homeowner data. Compliance with the Gramm-Leach-Bliley Act as well as the establishment of clear opt-in and opt-out protocols for information sharing are the pillars of the Program's privacy policy. More broadly, the Program must protect and manage sensitive consumer information, respect the privacy of all homeowners, and implement robust controls to prevent unauthorized collection, use and disclosure of such information.*

**7.1. Privacy Policy.** The Program obtains sensitive personal identifiable information (e.g., full name, home address, social security number, date of birth) from homeowners as part of the Program application process or through other homeowner touch points with the Program. It is the Program's policy that each Partner develop and deliver to homeowners prior to receipt of such personal identifiable information, a privacy policy that complies with state and federal law (e.g., the Gramm-Leach-Bliley Act). The privacy policy must expressly prohibit sharing personal identifiable information with third parties without the homeowners' express authorization except where expressly permitted by state and federal law. Such privacy policy will cover (i) the sources from which sensitive consumer information is obtained, (ii) the Partner's use of sensitive consumer information, and (iii) a mechanism by which a consumer may opt-out of sharing information. The Partner will deliver to homeowners any updates to such privacy policies.

**7.2. Application Process.** It is the policy of the Program that all personal identifying information provided by a homeowner to a Partner during the application process is provided directly by the homeowner to the Partner. The Partners will establish processes and controls to ensure that personal identifiable information of a homeowner is obtained directly from such homeowner (or his verifiable legal representative or attorney in fact) and not from a contractor or other third party.

## 8. MARKETING & COMMUNICATIONS

***Policy Summary:** Clear, informative, truthful, balanced, transparent and complete communications are essential for the Program. The stakeholders of any Program include homeowners, contractors, the governing authorities, government officials and staff, investors, finance partners, real estate professionals, mortgage lenders, and its Partner(s) among others. Communications or acts and practices that mislead stakeholders, add ineligible expense to PACE financing or to the Program, abuse stakeholders, or otherwise fail to meet the core communication standards of appropriateness for the Program are not acceptable.*

**8.1. Prohibited Practices.** The Program prohibits practices that are or could appear to be unfair, deceptive, abusive, or misleading, violate federal or state laws or regulations, provide tax advice, are in any way inappropriate, incomplete or inconsistent with the Program's. Marketing practices that are likely to add unnecessary expense to a, that unlawfully use sensitive consumer data or that violate any other law or regulation are prohibited. Partners and Registered Contractors that make marketing or sales telephone calls must not violate federal or state "Do-Not-Call" laws. Each Partner is responsible for developing and enforcing marketing practices that meet the approval of the Program.

**8.2. Permitted Practices.** It is the policy of the Program to adhere to all legal and regulatory requirements (e.g., telemarketing) pertaining to its advertising and marketing efforts. On the basis of providing clear and concise communication to consumers, any practice that promotes informed decisions on the part of homeowners and is not prohibited as described in section 8.1 above is permitted. The Partner is responsible for developing, delivering to and enforcing marketing guidelines for the Program's Registered Contractors that meet the approval of the Program Administrator. Any marketing materials that fall outside of marketing guidelines established must be approved by the Partner to ensure that they are not unfair, deceptive, abusive and/or misleading.

**8.3. Tax Advice.** It is the policy of the Program that no Partner, Contractor or other related third party who is not a tax expert may provide tax advice to homeowners regarding Program financing, including affirmative statements or claims as to the tax deductibility of the PACE payments. Homeowners are encouraged to seek the advice of an expert regarding tax matters related to the Program. The Program shall monitor and test the sales practices of employees and contractors to confirm adherence to the policy set forth in this Section 8.3.

**8.4. Payments in Exchange for Financing.** It is the policy of the Program that no Partner provide a direct cash payment or other thing of material value to a Registered Contractor

or Affiliated Individual (as those parties are defined in Section 10) in exchange for or related to such contractor or Affiliated Individual's (i) signing up or continuing to work with such Partner or (ii) offering Program financing to a homeowner. For avoidance of doubt, the limitations provided in this Section 8.4 are not intended to prevent a Partner from either (A) paying for co-marketing materials that name the Partner and the Registered Contractor to whom such payment is made after the Partner receives receipt(s) from the Registered Contractor evidencing the amount spent on such co-marketing or (B) providing a Registered Contractor or Affiliated Individual with other non-cash things of value that by their nature directly contribute to the value of the Program

## 9. PROTECTED CLASSES

***Policy Summary:** Each Partner must ensure compliance with all state and federal laws that cover individuals in protected classes, including those based on race, religion, color, marital status, gender, sexual orientation, national origin, citizenship, presence of children, disability, age, veteran status, participation in a public assistance program, or because an applicant has in good faith exercised any right under the Consumer Credit Protection Act. Heightened protections for homeowners over 64 years old, such as confirming understanding of financing terms and project specifications, is a specific requirement of the Program. Unintentional non-compliance will not excuse a failure to comply with all state and federal laws regarding protected classes.*

- 9.1. **General.** The Program requires that Partners develop controls and methods to monitor and test compliance with all state and federal laws covering homeowners in protected classes.
- 9.2. **Elders.** Each Partner must develop and implement a protocol to ensure that all homeowners over 64 years of age understand the purpose of each Measure for which Program financing is s, and the terms of such financing as described in Section 2.4.
- 9.3. **Financing Application Access and Decisions.** It is the responsibility of the Partner to provide legally unbiased access to and decisions regarding Program participation to all applicants for Program financing.

## 10. REGISTERED CONTRACTOR REQUIREMENTS

***Policy Summary:** Contractors and their sales persons are one of the primary means by which homeowners become aware of Program participation options. Contractors and their sales persons enter into contracts with a Partner, and register with all relevant state and local licensing boards and agencies. Contractors are required to complete training courses follow a code of conduct, maintain insurance, post bonds, follow marketing requirements, among other obligations, all of which are designed to assure positive and productive homeowner interaction with the Program.*

- 10.1. **Policies.** It is the policy of the Program that all contractors who sell, install, or manage subcontractors who install eligible Measures will have become “Registered Contractors” by executing the Program’s Contractor Participation Agreement (the “PCPA”) and that all such contractors and all of their employees, entities, owners, partners, principals, and subcontractors (collectively, the “Affiliated Individuals”) meet the requirements of the PCPA, which include:
- 10.1.1. Compliance with any relevant state contractor code of conduct, a sample of which is attached hereto as Attachment \_\_\_\_;
  - 10.1.2. Maintenance of an active license, and being in good standing, with any relevant state licensing board, as well as maintenance of insurance and an ability to meet bonding requirements;
  - 10.1.3. Execution of the PCPA only by a person who is authorized to act on behalf of the Registered Contractor.
  - 10.1.4. Oversight and management of employees, independent contractors and subcontractors who provide services to Registered Contractors accessing the Program;
  - 10.1.5. Meeting all other state and local licensing, training and permitting requirements;
  - 10.1.6. Compliance with the Program’s marketing policies; and
  - 10.1.7. Ensuring all Affiliated Individuals register with the Program, including completing the Program’s identity verification procedures.
- 10.2. **New Contractors.** Regarding Registered Contractors new to the Program, it is the policy that the Partner:
- 10.2.1. Has a specified probationary period (i.e., place the new Registered Contractors on a watch list) until the new Registered Contractors have completed the required number of Measures;
  - 10.2.2. Has procedures in place, during the Registered Contractor probationary period, to provide additional quality assurance steps for Measures completed by the Registered Contractors on the watch list; and



- 10.2.3. Has procedures in place to review Registered Contractor work to confirm satisfactory completion of projects conducted during the probationary period for which Program financing is used.
- 10.3 **Contractor Management.** It is the policy that the Partner implement contractor management systems and procedures that manage and track contractor training and compliance violations on an individual and company basis.
- 10.4 **Contractor Training.** It is the policy of the Program that each Partner make available contractor training regarding, at a minimum, the following: (i) the applicable contractor code of conduct terms as required by the Program, (ii) protected classes, including, without limitation, elder protection, and (iii) other consumer protection measures as required by the Program.
- 10.5 **Remedial Action.** Partners warn, suspend or terminate a Registered Contractor and/or Affiliated Individual from the Program based on violations of the Contractor Participation Agreement. The Program does not accept Program applications processed by suspended or terminated contractors and/or associated representatives.

## 11. ELIGIBLE PRODUCTS

***Policy Summary:*** *The Program enables and encourages homeowners to install Measures which are designed to save energy or water. The Program is responsible for implementing practices and controls (e.g., eligible product databases and product confirmation processes) to ensure that financing is used only for eligible Measures, and that it is not provided for ineligible ones. Program product eligibility criteria ensure that property owners are financing improvements which are industry recognized for achieving higher levels of home energy or water efficiency, or other state specific approved Measures. While the Program is responsible for confirming compliance with the initial capacities of such products, it is not responsible for determining post-installation energy performance, savings or efficacy of such Measures.*

- 11.1. **Policies.** Consistent with the objectives of the PACE enabling legislation, it is the policy of the Program through consultation with the Partner and the Authority to:
  - 11.1.1. Establish and maintain an eligible products database and/or list, documenting the associated eligibility specifications for each product that conform to the requirements outlined in Attachment \_\_ hereto;
  - 11.1.2. Define a process for adding to or modifying the eligible product database;
  - 11.1.3. Ensure that eligible product energy efficiency/water efficiency/energy generation (as applicable) performance standards are calibrated and verified using performance criteria that the U.S. Department of Energy, U.S. Environmental Protection Agency, and/or other federal and state agencies or other reputable parties have established;
  - 11.1.4. Use credible third party sources to determine the useful life of each installed product, which will be used to set the maximum term for financing from the Program; and
  - 11.1.5. Require that each product is permanently affixed to the Property.
- 11.2. **Procedures.** It is the policy of the Program that the Partner establish procedures confirming that the homeowner applying for Program financing intends to install eligible products, and that at the time of funding such improvements have been installed.
- 11.3. **Ineligible Products.**
  - 11.3.1. Financing of ineligible products under the Program is prohibited.
  - 11.3.2. Products that are not included on the eligible products list or in the eligible products database can be submitted for review by the Program, if a homeowner has reason to believe they should have been included.

## 12. MAXIMUM FINANCING AMOUNT

*Policy Summary:* Many homeowners cannot readily access price information regarding the installation of energy efficiency, renewable energy and water conservation improvements for their homes, and cost often is a key economic consideration. While the Program does not set price controls, it implements a maximum financing amount ("MFA") procedure based upon the fair market value of the Measures. The MFA sets the ceiling for amounts that can be financed.

The Program's maximum financing amount policies provide as follows:

- 12.1. It is the policy of the Program to develop MFAs based on market data and each Partner's experience, but not to set pricing for installation of eligible products and projects. In evaluating project pricing, the Partner takes into account regional factors that may contribute to the pricing of improvements.
- 12.2. It is the policy of the Program that each Partner will, at a minimum, establish an MFA for each product type (e.g. for central air conditioners, solar PV systems, solar thermal systems and artificial turf).
- 12.3. Within each MFA, there is a low to high range of justifiable pricing, depending on the particular product within a product type (e.g. there may be different types of central air conditioners, solar PV systems, solar thermal systems and artificial turf). It is the policy of the Program that each Partner will establish product/project attribute related pricing rules, consistent with and in consideration of the key product pricing attributes provide in Attachment D hereto, that dictate what pricing within such low to high MFA range is justified.
- 12.4. It is the policy of the Program that each Partner establish processes and systems for purposes of enforcing the MFA rules (as described in Section 12.3) for every project.
- 12.5. A product may only be funded for an amount that is greater than the MFA for such product if the amount exceeding the MFA is justified by reasonable standards that are validated and documented through processes and systems acceptable to the Authority.

### 13. REPORTING

*Policy Summary: Reporting the economic and environmental results of Program participation is essential for the Program, Partners, elected officials, environmental agencies, the investment community, the real estate and mortgage industry and many other stakeholders. Metrics such as economic stimulus dollars invested, greenhouse gas reduction, the number of Measures funded, the amounts funded, renewable energy production and energy savings serve this need. The Partner is responsible for producing, on a quarterly basis, a key metrics report.*

- 13.1. **Reporting Categories.** It is the policy of the Program that Program statistics reporting and estimated impact metrics in the following categories be developed and reported quarterly to the Authority: (i) number of projects funded, (ii) project amount funded, (iii) estimated amount of energy savings, (iv) estimated amount of renewable energy produced, (v) estimated amount of water savings, (vi) estimated amount of greenhouse gas emissions reductions, and (vii) estimated number of jobs created.
- 13.2. **Reporting Standards.** It is the policy of the Program that all data collected for the quarterly metrics reports be developed and collected using standardized, third party verified methodologies. The methodologies and supporting assumptions and/or sources must be made available to the Authority by the Partner. It is the responsibility of the Partner to develop reports consistent with each of categories listed above and to test and verify the data collection and reporting methods and models used. All reports shall include only aggregate data, excluding any sensitive customer information.

## 14. CLOSING & FUNDING

*Policy Summary: The Program provides limited purpose financing to homeowners, and not general purpose financing that is common among traditional sources of financing. The Program has front-end (e.g., eligible product call-in requirements) and pre-funding (e.g., completion certificates and permits) procedures designed to confirm that their financing dollars are used for permissible purposes. A policy requiring such procedures is essential to protect the integrity of the Program.*

- 14.1. **Installation Completion Sign-off.** It is the policy of the Program to confirm, before funding, that the eligible products financed are installed, operational and in a condition that is acceptable to the homeowner and the contractor, and to require that the homeowner and the contractor attest to such by signing a document stating that all products have been installed to the homeowner's satisfaction and in accordance with product specifications. It is the responsibility of the Partner to confirm any such document is signed within the maximum allowable installation time as specified by the Program
- 14.2. **Permits.** It is the policy of the Program for homeowners seeking Program financing to obtain required permits for the installation of Measures and provide verification thereof upon request.
- 14.3. **Funding.** It is the policy of the Program to disburse funds only for projects that are complete.
- 14.4. **Recording.** It is the policy of the Program to record the Notice of Assessment and Payment of Contractual Assessment Required documentation in a manner consistent with state law.
- 14.5. **Asset verification.** It is the policy of the Program to confirm that product(s) listed on the Completion Certificate and for which Program financing has been provided have been installed and that the Partner develop and implement a randomized onsite inspection protocol acceptable to the Authority.

# The County of Yuba

## HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR



(318-0716) Human... - 1 of 6

615 S. STREET, STE. 113  
MARYSVILLE, CA 95901

(530) 749-7860 • PHONE  
(530) 749-7864 • FAX

**TO:** Board of Supervisors  
**FROM:** Jill Abel, Human Resources Director  
Stephen Scheer, Ag Commissioner/Sealer of Weights & Measures  
**DATE:** July 26, 2016  
**SUBJECT:** Approve Agriculture Department Incentive Program Policy and authorize the Chair to execute an Amendment to the YCEA Master Labor Agreement

### RECOMMENDATION

Approve the implementation of the Agriculture Department Incentive Program Policy and authorize the Chair to execute an Amendment to the Master Labor Agreement (MLA) between the County of Yuba and the Yuba County Employees' Association.

### DISCUSSION

Currently, Yuba County's agriculture is valued at \$276 million, and a large percentage of it is exported. The United States Department of Agriculture requires an Accreditation of Certifying Officer (ACO) to export agriculture commodities to foreign countries. Yuba County exporters depend heavily on the Agriculture Department to provide this service to get their products to foreign countries in a timely manner. Without this service Yuba County exporters will take their business to other counties. The ACO certification requires specific training, an annual federal security screening and passing a comprehensive qualifications exam every 3 years.

Additionally, all of Yuba County's agricultural products, batch plants, aggregate plants, moving companies and Beale AFB products are sold by weight over scales certified by the Agriculture Department using a heavy weight truck. This truck is utilized 1-3 days a week and requires a Class A or B commercial driver's license to operate it. The Department of Transportation regulates all Class A or B licenses and requires ongoing medicals, random drug testing and off work restrictions.

Although the possession and maintenance of an ACO certification and a Commercial CDL are not required of the job, they do afford the Ag Department and its customers more efficient and cost effective services, as well as Ag businesses staying in Yuba County. For that reason, the Agriculture Department desires to provide incentive compensation to its Agriculture Weights & Measures Specialists who secure and maintain a valid ACO certification and/or a Class A or B CDL.


Eligible employees would receive incentive compensation in the amount of \$100 per month for possession of a valid ACO certification and/or \$100 per month for possession of a valid Class A or B CDL. The attached policy and MLA Amendment authorizes the County to compensate eligible employees for these certifications that are above and beyond their normal and usual customary job duties and require considerable personal effort to maintain.

**COMMITTEE**

The Finance and Administration Committee approved the item for Consent on July 19, 2016.

**FISCAL IMPACT**

The fiscal impact for the 2016/2017 fiscal year is anticipated to be \$7,200 of which approximately 23% is general fund.

	<p align="center"><b>COUNTY OF YUBA POLICY MANUAL</b></p>	<p>POLICY NO.: HROS 2-100      PAGE 1 OF 2</p> <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 5px auto;">       (318-0716) Human... - 3 of 6     </div> <p align="right">ORIGINATION DATE: MAY 2016</p>
<p>Title:</p> <p><b>Ag Department Incentive Program Policy</b></p>		<p>Approved By:</p> <p align="right">Board on July 26, 2016</p>

**Purpose:**

For the Ag Department to provide the most effective and efficient customer service to meet the needs of the agricultural community of Yuba County.

***Accreditation of Certifying Officer***

The United States Department of Agriculture requires an Accreditation of Certifying Officer (ACO) to export agriculture commodities to foreign countries. Yuba County exporters depend heavily on the Ag Department to provide this service to get their products in to foreign countries in a timely manner.

***Class A or B California Driver's License***

The Department of Transportation (DOT) requires a Class A or B driver's license to operate a heavy weight truck. The Ag Department uses a heavy weight truck to certify vehicle, cattle and other heavy capacity scales throughout Yuba County on an annual basis. All of Yuba County agricultural products, commodities, aggregate materials, moving companies and Beale Air Force Base products are sold by scales certified by the Yuba County Ag Department using the heavy weight truck. This truck operates 75 to 100 days a year.

**Policy:**

To encourage employees employed as Agriculture Weights and Measures Specialists in the Yuba County Ag Department to pass and maintain the US Department of Agriculture ACO certification to write Federal Phytosanitary export certificates; and/or possess and maintain a valid Class A or B California driver's license in compliance with DOT regulations and requirements.

***Qualification Criteria***

The ACO certification requires:

1. Pass the Pest Prevention and Plant Regulation test administered by the California Department of Food and Agriculture (CDFA) and two years of plant quarantine experience; and
2. Application to and certification by the US Department of Agriculture (USDA) as an ACO. Certification requires specific training and passing a comprehensive exam. Once certified, an annual security protocol exam must be passed to maintain the ACO certification. An ACO certification is issued and valid for three years. Prior to expiration of the ACO certification an applicant must be recertified by exam.



Class A or B California Commercial Driver's License requires:

1. Pass a California commercial driver's license written test and road course; and
2. Meet physical requirements and periodic medical evaluations in accordance with DOT regulations and requirements, including random drug testing. Class A or B drivers are also subject to more stringent standards while operating non-commercial vehicles and private motor vehicle operation during non-work hours.

**Procedure:**

Employees employed as Agriculture Weights & Measures Specialists that meet the qualification criteria must submit a written request and proof of valid certification to the Ag Commissioner/Sealer of Weights & Measures or his/her designee.

The Ag Commissioner/Sealer of Weights & Measures or his/her designee must submit the qualifying documentation and an approved Human Resources form to Human Resources and the Auditor's Office.

Once qualification has been determined according to the provisions included herein, no further filing is required unless there is a change in the eligible employee's qualification status or a break in service has occurred. If there is a change in an eligible employee's qualification status, the employee must immediately notify the Agriculture Commissioner/Sealer of Weights & Measures or his/her designee.

**Compensation:**

Once an eligible employee qualifies for incentive compensation in accordance with this policy, s/he will receive such compensation pursuant to the applicable union agreement, for certification and/or licensing currently not required as minimum qualifications for his/her classification.

**Reference:**

*California Department of Food and Agriculture (CDFA)*  
*United States Department of Agriculture (USDA)*  
*Department of Transportation (DOT) regulations*

**AMENDMENT TO THE MASTER LABOR AGREEMENT**  
**Between**  
**The County of Yuba and**  
**Yuba County Employees' Association, Local #1**

The County of Yuba (County) and YCEA, Local #1 (YCEA) have previously met and conferred and agreed upon the current Master Labor Agreement (MLA), for which the term runs through June 30, 2017.

The parties have now meet and conferred further pursuant to Government Code §3500 et seq and have mutually agreed to modify the current MLA, to reflect additional terms and conditions of employment pertaining to Agricultural/Weight & Measure Specialist as follows:

**ARTICLE 13 – ADDITIONAL COMPENSATION**

**Section 13.03 - Accreditation of Certifying Officer**

The United States Department of Agriculture requires an Accreditation of Certifying Officer (ACO) to export agriculture commodities to foreign countries. Yuba County exporters depend heavily on the Ag Department to provide this service to get their products in to foreign countries in a timely manner. Eligible non-exempt employees that qualify pursuant to the Ag Department's Incentive Program Policy shall to be paid incentive compensation in the amount of \$100 per month for possession of a valid ACO certification provided they are available to perform ACO duties.

If an eligible employee allows his/ her ACO certification to lapse or the employee is unwilling to perform ACO services, the employee would become ineligible and the incentive compensation would cease. Incentive pay will be payable at the full monthly rate in any month an eligible employee is on paid status at least half of the month. If an eligible employee is on unpaid status or has been placed on administrative leave for more than half of the month, the incentive compensation will be reduced by half or prorated as appropriate. No incentive compensation will be paid in a month if an employee is on an unpaid status or administrative leave for an entire month.

**Section 13.04 Class A or B Driver's License**

Eligible and designated employees of the Ag Department shall be paid incentive compensation in the amount of \$100 per month for possession of a valid Class A or B California Commercial Driver's License (CDL), as required by the Ag Department. If an eligible employee allows his/her Class A or B CDL to lapse or the employee is unable or unwilling to operate the heavy capacity weight truck, the employee will become ineligible and the incentive compensation will cease.

Incentive pay will be payable at the full monthly rate in any month an eligible employee is on paid status at least half of the month. If an eligible employee is on unpaid status or has been placed on administrative leave for more than half of the month, the incentive compensation will be reduced by half or prorated as appropriate. No incentive compensation will be paid in a month if an employee is on an unpaid status or administrative leave for an entire month.

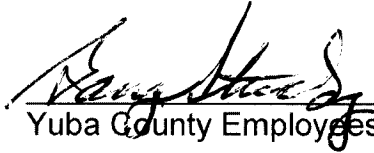
The parties agree that this amendment represents their full agreement on this matter and that they are not subject to further meeting and conferring on this matter, unless by mutual agreement.

Date:

Date:

7/6/16

\_\_\_\_\_  
County of Yuba

  
\_\_\_\_\_  
Yuba County Employees Assoc., Local #1

# The County of Yuba



(319-0716) Human... - 1 of 16


MARYSVILLE, CA 95901

(530) 749-7860 • PHONE  
(530) 749-7864 • FAX

## HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR

**TO:** The Board of Supervisors

**FROM:** Jill Abel, Human Resources Director 

**DATE:** July 26, 2016

**SUBJECT:** ***Resolution Adopting the Classification System – Basic Salary / Hourly Schedule in its Entirety as it relates to the CAO recommended 2016 – 2017 Fiscal Year budget.***

### **RECOMMENDATION:**

Adopt the attached Resolution revising the Classification System – Basic Salary / Hourly Schedule in its entirety as set forth in Attachment "A" effective **July 1, 2016** as it relates to the CAO recommended 2016-2017 Fiscal Year Budget.

### **DISCUSSION:**

The Classification System – Basic Salary/Hourly Schedule is brought to the Board at different times throughout the year to reflect changes in compensation and classifications. The attached schedule reflects changes as it relates to the CAO recommended 2016-2017 Fiscal Year Budget as well as equity, salary adjustments and the Cost of Living Adjustment (COLA) increase which was negotiated in the MOU's between the County of Yuba and the following union and non-union affiliations effective **July 1, 2016**:

- **Deputy District Attorney (DDAA):** A 2% Cost of Living Adjustment (COLA).
- **Probation Peace Officer Association (PPOA):** A 3% equity adjustment for the Juvenile Corrections Officer series and a 2% equity adjustment for the Deputy Probation Officer series.
- **YCEA:** A 2% COLA for all classifications and a 3% equity adjustment for specified classifications that were below the mean based on classification comparisons in the surrounding Counties of Butte, Sutter, Nevada, and Yolo.
- **Non-Represented Units:** Consistent with previous agreements for Miscellaneous *employees*, benefits are typically applied to Non-Represented employees (Managers, Confidential and Elected Department Heads) consistent with their employees' *respective affiliation*. A 2% COLA for all classifications and a 3% equity adjustment for specified classifications that were below the mean based on comparisons in the surrounding Counties of Butte, Sutter, Nevada and Yolo were applied to the Non-Represented Miscellaneous Department Heads, Managers and Confidential Employees.

This action modifies the Classification System – Basic Salary Schedule to implement this change.

**COMMITTEE ACTION:** None – Administrative only

**FISCAL IMPACT:** None – Administrative only

**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

**IN RE:**

RESOLUTION ADOPTING THE  
CLASSIFICATION SYSTEM – BASIC SALARY/  
HOURLY SCHEDULE IN ITS ENTIRETY

RESOLUTION NO. \_\_\_\_\_

BE IT RESOLVED that the Classification System – Basic Salary Schedule shall be adopted as follows effective **July 1, 2016**

**IN ITS ENTIRETY AS SET FORTH IN ATTACHMENT “A”**

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the following votes:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
CHAIRMAN

ATTEST: Donna Stottlemeyer  
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel

By: \_\_\_\_\_

By:  \_\_\_\_\_

**YUBA COUNTY**  
**Classification System - Basic Salary/Hourly Schedule**  
**EFFECTIVE DATE: July 2016**

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
AAUD-1	ACCOUNTANT-AUDITOR I	4	3,659	21.11	N	8810.1
AAUD-2	ACCOUNTANT-AUDITOR II	4	3,999	23.07	N	8810.1
ACAS-1	ACCOUNTING ASSISTANT I	1	2,350	13.56	N	8810.1
ACAS-2	ACCOUNTING ASSISTANT II	1	2,566	14.80	N	8810.1
ACSP	ACCOUNTING SPECIALIST	1	2,805	16.18	N	8810.1
ATEC	ACCOUNTING TECHNICIAN	3	3,062	17.67	N	8810.1
AASU	ADMINISTRATION & ACCOUNTING SUPERVISOR	5	3,883	22.40	N	8810.1
AAHS	ADMINISTRATIVE ANALYST - HUMAN SERV	4	4,242	24.47	N	8810.1
AAAN-1	ADMINISTRATIVE ANALYST I	4	4,239	24.46	N	8810.1
AAAN-2	ADMINISTRATIVE ANALYST II	4	4,774	27.54	N	8810.1
ASMR	ADMINISTRATIVE SERVICES MANAGER	8	5,214	30.08	E	9410
ASOF-1	ADMINISTRATIVE SERVICES OFFICER I	8	4,242	24.47	E	9410
ASOF-2	ADMINISTRATIVE SERVICES OFFICER II	8	4,637	26.75	E	9410
ADTC	ADMINISTRATIVE TECHNICIAN	4	3,449	19.90	N	8810.1
AGSE	AG COMMISSIONER SEALER OF WEIGHTS & MEASURERS	8	8,879	51.23	E	9410
AGMS-1	AG WEIGHTS & MEASURES SPECIALIST I	4	3,883	22.40	N	9410
AGMS-2	AG WEIGHTS & MEASURES SPECIALIST II	4	4,242	24.47	N	9410
AGMS-3	AG WEIGHTS & MEASURES SPECIALIST III	4	4,637	26.75	N	9410
AIDE	AIDE	1	1,803	10.40	N	8810.1
ARMG	AIRPORT MANAGER	8	5,700	32.88	E	9410
ANCO	ANIMAL CARE SERVICES OFFICER	2	2,890	16.67	N	7721
ACTE	ANIMAL CARE TECHNICIAN	2	2,420	13.96	N	8831
APSP	APPEALS SPECIALIST	3	3,879	22.38	N	8810.1
ASAS-1	ASSESSMENT ASSISTANT I	1	2,420	13.96	N	8810.1
ASAS-2	ASSESSMENT ASSISTANT II	1	2,642	15.24	N	8810.1
ASSP	ASSESSMENT SPECIALIST	1	2,974	17.16	N	8810.1
AASR	ASSISTANT ASSESSOR	8	7,437	42.91	E	9410
AACR	ASSISTANT AUDITOR-CONTROLLER	8	7,437	42.91	E	9410
ACPO	ASSISTANT CHIEF PROBATION OFFICER	8	7,513	43.34	E	9410.PB

**Please Note:**

**Bilingual Pay:** Some positions may qualify for an additional \$125 per month, Unit 6 an additional \$100 per month and Unit 7 an additional \$70 per month for bilingual pay.

**Confidential Pay:** Classifications in Unit 11 hired on or after 11/1/14 receive \$250 per month. Current Unit 11 employee's confidential pay will be frozen at the current rate effective 12/31/14 or increased to \$250 effective 1/1/15 whichever is greater (or whichever benefit is higher).

**Differential Pay:** Cook Classifications in the Co. Jail receive an additional \$175 per month.

**YUBA COUNTY**

(319-0716) Human... - 4 of 16

**Classification System - Basic Salary/Hourly Schedule**

**EFFECTIVE DATE: July 2016**

**Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.**

<b>CODE</b>	<b>CLASSIFICATION</b>	<b>BARG UNIT</b>	<b>BASE</b>	<b>OT HRLY</b>	<b>OT CODE</b>	<b>WC CODE</b>
ASCA	ASSISTANT COUNTY ADMINISTRATOR	8	10,912	62.95	E	9410
ASEN	ASSISTANT ENGINEER	4	5,066	29.23	N	9410
AHRA	ASSISTANT HUMAN RESOURCES ANALYST	11	3,767	21.73	N	8810.1
AHRD	ASSISTANT HUMAN RESOURCES DIRECTOR	8	7,438	42.91	E	9410
ASPW	ASSISTANT PUBLIC WORKS SUPERINTENDENT	5	4,242	24.47	N	9422
ASSU	ASSISTANT SURVEYOR	4	5,066	29.23	N	9410
ASCI	ASSOCIATE CIVIL ENGINEER	4	6,416	37.02	N	9410
ASOE	ASSOCIATE ENGINEER	4	5,534	31.93	N	9410
ASOS	ASSOCIATE SURVEYOR	4	6,048	34.89	N	9410
ASAG	ASST AG & WGTS & MEASURES COMM	8	6,605	38.11	E	9410
ADRA	ASST DIRECTOR ADMINISTRATIVE SERVICES	8	7,437	42.91	E	9410
ADPL	ASST DIRECTOR OF PLANNING	8	7,889	45.51	E	9410
ASDR	ASST PUBLIC WORKS DIRECTOR	8	8,368	48.28	E	9410
ASTT	ASST TREASURER AND TAX COLLECTOR	8	7,437	42.91	E	9410
ATNY-1	ATTORNEY I	14	5,217	30.10	E	8810.1
ATNY-2	ATTORNEY II	14	6,048	34.89	E	8810.1
ATTN-3	ATTORNEY III	14	7,221	41.66	E	8810.1
AUAP-1	AUDITOR-APPRAISER I	4	3,553	20.50	N	9410
AUAP-2	AUDITOR-APPRAISER II	4	3,879	22.38	N	9410
AUAP-3	AUDITOR-APPRAISER III	4	4,242	24.47	N	9410
BGSU	BUILDING & GROUNDS SUPERVISOR	5	3,880	22.38	N	9420
BUIN-1	BUILDING INSPECTOR I	3	3,879	22.38	N	9410
BUIN-2	BUILDING INSPECTOR II	3	4,239	24.46	N	9410
BUIN-3	BUILDING INSPECTOR III	3	4,637	26.75	N	9410
BMCU	BUILDING MAINTENANCE CUSTODIAN	2	2,216	12.78	N	9420
BMTE-1	BUILDING MAINTENANCE TECHNICIAN I	2	2,805	16.18	N	9420
BMTE-2	BUILDING MAINTENANCE TECHNICIAN II	2	3,067	17.69	N	9420
CDRT-1	CADASTRAL DRAFTING TECHNICIAN I	3	2,975	17.16	N	8810.1
CDRT-2	CADASTRAL DRAFTING TECHNICIAN II	3	3,350	19.33	N	8810.1

**Please Note:**

**Bilingual Pay:** Some positions may qualify for an additional \$125 per month, Unit 6 an additional \$100 per month and Unit 7 an additional \$70 per month for bilingual pay.

**Confidential Pay:** Classifications in Unit 11 hired on or after 11/1/14 receive \$250 per month. Current Unit 11 employee's confidential pay will be frozen at the current rate effective 12/31/14 or increased to \$250 effective 1/1/15 whichever is greater (or whichever benefit is higher).

**Differential Pay:** Cook Classifications in the Co. Jail receive an additional \$175 per month.

**YUBA COUNTY**

(319-0716) Human... - 5 of 16

**Classification System - Basic Salary/Hourly Schedule****EFFECTIVE DATE: July 2016**

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
CMGR-1	CASE MANAGER I	3	2,805	16.18	N	8810.1
CMGR-2	CASE MANAGER II	3	3,157	18.21	N	8810.1
CMGR-3	CASE MANAGER III	3	3,350	19.33	N	8810.1
CCMG	CCS CASE MANAGER	3	3,157	18.21	N	8810.1
CBOF	CHIEF BUILDING OFFICIAL	8	7,217	41.64	E	9410
CDAI	CHIEF DA INVESTIGATOR	7	5,268	30.39	N	7720
CDAA	CHIEF DEPUTY ASSESSOR - ADMINISTRATION	8	4,917	28.37	E	9410
CDCC	CHIEF DEPUTY COUNTY COUNSEL	8	9,991	57.64	E	9410
CDDA	CHIEF DEPUTY DISTRICT ATTORNEY	8	9,418	54.33	E	9410
CDTT	CHIEF DEPUTY TREASURER & TAX COLLECTOR	8	4,917	28.37	E	9410
CHIO	CHIEF INFORMATION OFFICER	8	9,701	55.97	E	9410
CPRO	CHIEF PROBATION OFFICER	8	8,707	50.23	E	9410.PB
CSTE	CHILD SUPPORT TECHNICIAN	3	2,492	14.38	N	8810.1
CLBS	CLERK OF THE BOARD OF SUPERVISORS	8	5,697	32.87	E	8810.1
CKRM	CLERK-RECORDER MANAGER	8	5,066	29.23	E	9410
CSWR-1	CLINICAL SOCIAL WORKER I	4	5,066	29.23	N	9410
CSWR-2	CLINICAL SOCIAL WORKER II	4	5,534	31.93	N	9410
CEMR	CODE ENFORCEMENT MANAGER	8	7,217	41.64	E	9410
CEOF	CODE ENFORCEMENT OFFICER	3	3,999	23.07	N	9410
CEOF-1	CODE ENFORCEMENT OFFICER I	3	3,768	21.74	N	9410
CEOF-2	CODE ENFORCEMENT OFFICER II	3	4,118	23.76	N	9410
COAS	COMMISSARY ASSISTANT	1	2,420	13.96	N	9410
CMCO	COMMISSARY COORDINATOR	1	3,157	18.21	N	9410
CLAC	COMMUNICATIONS & LEGISLATIVE AFFAIRS COORDINATOR	8	6,044	34.87	E	8810.1
CDIS-1	COMMUNICATIONS DISPATCHER I	6	3,333	19.23	N	8810.1
CDIS-2	COMMUNICATIONS DISPATCHER II	6	3,766	21.73	N	8810.1
CDSA	COMMUNITY DEV & SERV AGENCY DIRECTOR	8	10,594	61.12	E	9410
CSOR	COMMUNITY SERVICES OFFICER	6	3,435	19.82	N	9410
CAPA	CONTRACT & PURCHASING ADMINISTRATOR	4	4,637	26.75	N	9410

**Please Note:**

**Bilingual Pay:** Some positions may qualify for an additional \$125 per month, Unit 6 an additional \$100 per month and Unit 7 an additional \$70 per month for bilingual pay.

**Confidential Pay:** Classifications in Unit 11 hired on or after 11/1/14 receive \$250 per month. Current Unit 11 employee's confidential pay will be frozen at the current rate effective 12/31/14 or increased to \$250 effective 1/1/15 whichever is greater (or whichever benefit is higher).

**Differential Pay:** Cook Classifications in the Co. Jail receive an additional \$175 per month.



# YUBA COUNTY

(319-0716) Human... - 6 of 16

## Classification System - Basic Salary/Hourly Schedule

EFFECTIVE DATE: July 2016

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
CROR	CONTROL ROOM OPERATOR	1	2,492	14.38	N	8810.1
COOK	COOK	2	2,643	15.25	N	9420
CORP	CORPORAL	6	4,447	25.66	N	7720
CFLV	CORRECTIONAL FACILITY LVN	3	3,768	21.74	N	9410
CFMA	CORRECTIONAL FACILITY MEDICAL ASSISTANT	3	2,644	15.25	N	9410
CFRN	CORRECTIONAL FACILITY RN	4	5,066	29.23	N	9410
CORL	CORRECTIONAL LIEUTENANT	7	6,274	36.20	N	7720
CMTE-1	CORRECTIONAL MAINTENANCE TECHNICIAN I	2	2,805	16.18	N	9420
CMTE-2	CORRECTIONAL MAINTENANCE TECHNICIAN II	2	3,067	17.69	N	9420
CORO	CORRECTIONAL OFFICER	6	3,549	20.48	N	7720
CORS	CORRECTIONAL SERGEANT	7	4,733	27.31	N	7720
COFO	CORRECTIONS FOOD SERVICES SUPERVISOR	5	3,768	21.74	N	9420
CORA	CORRECTIONS RECREATION AIDE	1	2,975	17.16	N	9410
COAD	COUNTY ADMINISTRATOR	8	12,903	74.44	E	9410
COCO	COUNTY COUNSEL	8	11,924	68.79	E	9410
COSU	COUNTY SURVEYOR	8	6,608	38.12	E	9410
CRAN	CRIME ANALYST	6	4,498	25.95	N	8810.1
CUSU	CUSTODIAL SUPERVISOR	5	2,722	15.70	N	9420
CRSR	CUSTOMER RELATIONS SUPERVISOR	5	4,118	23.76	N	9410
DCBS	DEPUTY CLERK OF THE BOARD OF SUPERVISORS	11	3,449	19.90	N	8810.1
DCAD	DEPUTY COUNTY ADMINISTRATOR	8	7,438	42.91	E	9410
DCES	DEPUTY COUNTY ADMINISTRATOR - EMERGENCY	8	7,438	42.91	E	9410
DCCL-1	DEPUTY COUNTY COUNSEL I	8	5,370	30.98	E	8810.1
DCCL-2	DEPUTY COUNTY COUNSEL II	8	6,226	35.92	E	8810.1
DCCL-3	DEPUTY COUNTY COUNSEL III	8	7,433	42.88	E	8810.1
DDCC	DEPUTY DIRECTOR CHILD SUPPORT SERVICES	8	6,224	35.91	E	9410
DDHS	DEPUTY DIRECTOR OF HHS	8	8,125	46.88	E	9410
DDAA	DEPUTY DIRECTOR/ADMINISTRATIVE AFFAIRS	8	6,224	35.91	E	9410
DDLA	DEPUTY DIRECTOR/LEGAL AFFAIRS	8	7,660	44.19	E	8810.1

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**Differential Pay:** Cook Classifications in the Co. Jail receive an additional \$175 per month.

**YUBA COUNTY**

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**Classification System - Basic Salary/Hourly Schedule**  
**EFFECTIVE DATE: July 2016**

**Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.**

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
DEDA-1	DEPUTY DISTRICT ATTORNEY I	14	5,217	30.10	E	8810.1
DEDA-2	DEPUTY DISTRICT ATTORNEY II	14	6,048	34.89	E	8810.1
DPDA-3	DEPUTY DISTRICT ATTORNEY III	14	7,221	41.66	E	8810.1
DPOF-1	DEPUTY PROBATION OFFICER I	16	3,663	21.13	N	9410.PB
DPOF-2	DEPUTY PROBATION OFFICER II	16	4,003	23.09	N	9410.PB
DPOF-3	DEPUTY PROBATION OFFICER III	16	4,373	25.23	N	9410.PB
DPGN-1	DEPUTY PUBLIC GUARDIAN I	4	3,767	21.73	N	9410
DPGN-2	DEPUTY PUBLIC GUARDIAN II	4	4,116	23.75	N	9410
DESH	DEPUTY SHERIFF	6	4,312	24.88	N	7720
DEST	DEPUTY SHERIFF TRAINEE	6	4,068	23.47	N	7720
DSUP	DEPUTY SUPERINTENDENT	8	5,590	32.25	E	9410.PB
DESC	DETENTION SERVICES CLERK	1	2,642	15.24	N	8810.1
DRAS	DIRECTOR OF ADMINISTRATIVE SERVICES	8	8,873	51.19	E	9410
DRCS	DIRECTOR OF CHILD SUPPORT SERVICES	8	9,140	52.73	E	9410
DREH	DIRECTOR OF ENVIRONMENTAL HEALTH	8	6,803	39.25	E	9410
DRFA	DIRECTOR OF FINANCE & ADMINISTRATION	8	7,007	40.43	E	8810.1
DRHH	DIRECTOR OF HEALTH & HUMAN SVCS	8	10,912	62.95	E	9410
DRNU	DIRECTOR OF NURSES	8	7,660	44.19	E	9410
DRPL	DIRECTOR OF PLANNING	8	8,878	51.22	E	9410
DAIN	DISTRICT ATTORNEY INVESTIGATOR	6	4,773	27.54	N	9410.DA
ELCL-1	ELECTIONS CLERK I	1	2,805	16.18	N	9410
ELCL-2	ELECTIONS CLERK II	1	3,067	17.69	N	9410
ELSU	ELIGIBILITY SUPERVISOR	5	3,767	21.73	N	8810.1
ELTE-1	ELIGIBILITY TECHNICIAN I	3	2,804	16.18	N	8810.1
ELTE-2	ELIGIBILITY TECHNICIAN II	3	3,155	18.20	N	8810.1
EMOM	EMERGENCY OPERATIONS MANAGER	8	6,413	37.00	E	9410
EMOP	EMERGENCY OPERATIONS PLANNER	8	4,918	28.37	E	9410
EMSO	EMERGENCY SERVICES OFFICER	8	5,532	31.92	E	9410
ETSP-1	EMPLOYMENT & TRAINING SPECIALIST I	4	3,157	18.21	N	9410

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**YUBA COUNTY**

(319-0716) Human... - 8 of 16

**Classification System - Basic Salary/Hourly Schedule**

**EFFECTIVE DATE: July 2016**

**Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.**

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
ETSP-2	EMPLOYMENT & TRAINING SPECIALIST II	4	3,451	19.91	N	9410
ENTE-1	ENGINEERING TECHNICIAN I	3	3,659	21.11	N	9410
ENTE-2	ENGINEERING TECHNICIAN II	3	4,118	23.76	N	9410
EHSP-1	ENVIRONMENTAL HEALTH SPECIALIST I	4	3,883	22.40	N	9410
EHSP-2	ENVIRONMENTAL HEALTH SPECIALIST II	4	4,366	25.19	N	9410
EHSP-3	ENVIRONMENTAL HEALTH SPECIALIST III	4	4,637	26.75	N	9410
EHSU	ENVIRONMENTAL HEALTH SUPERVISOR	5	5,066	29.23	N	9410
EHTE	ENVIRONMENTAL HEALTH TECHNICIAN	3	3,451	19.91	N	9410
EPID	EPIDEMIOLOGIST	5	5,217	30.10	N	9410
EQSS	EQUIPMENT SERVICE SPECIALIST	2	2,804	16.18	N	9420
EVTC	EVIDENCE TECHNICIAN	6	3,243	18.71	N	9410
EXAS	EXECUTIVE ASSISTANT	4	3,449	19.90	N	8810.1
EXSH	EXECUTIVE ASSISTANT TO THE SHERIFF	4	3,449	19.90	N	8810.1
EACA	EXECUTIVE ASST TO COUNTY ADMINISTRATOR	11	3,767	21.73	N	8810.1
EDTR	EXECUTIVE DIRECTOR, THREE RIVERS LEVEE	8	10,527	60.73	E	9410
FMGR	FACILITIES MANAGER	8	5,066	29.23	E	9410
FNPR	FAMILY NURSE PRACTITIONER	4	7,660	44.19	N	9410
FASU	FINANCE & ADMINISTRATIVE SUPERVISOR	5	4,773	27.54	N	8810.1
FFED	FIRST 5 YUBA COMMISSION EXECUTIVE DIRECTOR	8	6,044	34.87	E	9410
FIAN	FISCAL ANALYST	4	4,242	24.47	N	8810.1
HMSP-1	HAZARDOUS MATERIALS SPECIALIST I	4	3,883	22.40	N	9410
HMSP-2	HAZARDOUS MATERIALS SPECIALIST II	4	4,366	25.19	N	9410
HMSP-3	HAZARDOUS MATERIALS SPECIALIST III	4	4,637	26.75	N	9410
HMSU	HAZARDOUS MATERIALS SUPERVISOR	5	5,066	29.23	N	9410
HHAD	HEALTH & HUMAN SERVICES AIDE	1	2,088	12.05	N	9410
HSPM	HEALTH & HUMAN SVCS PROGRAM MGR	8	6,413	37.00	E	9410
HEAR	HEALTH ADMINISTRATOR	8	8,364	48.25	E	9410
HAID	HEALTH AIDE	1	2,280	13.15	N	9410
HESP-1	HEALTH EDUCATION SPECIALIST I	4	3,350	19.33	N	9410

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# YUBA COUNTY

(319-0716) Human... - 9 of 16

## Classification System - Basic Salary/Hourly Schedule

EFFECTIVE DATE: July 2016

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
HESP-2	HEALTH EDUCATION SPECIALIST II	4	3,659	21.11	N	9410
HEOR	HEALTH OFFICER	8	14,307	82.54	E	9410
HPCR	HEALTH PROGRAM COORDINATOR	5	4,368	25.20	N	9410
HEQM	HEAVY EQUIPMENT MECHANIC	2	3,553	20.50	N	9422
HRAN-1	HUMAN RESOURCES ANALYST I	11	4,239	24.46	N	8810.1
HRAN-2	HUMAN RESOURCES ANALYST II	11	4,774	27.54	N	8810.1
HRDD	HUMAN RESOURCES DEPUTY DIRECTOR	8	6,605	38.11	E	9410
HRDR	HUMAN RESOURCES DIRECTOR	8	8,615	49.70	E	9410
HRMG	HUMAN RESOURCES MANAGER	8	6,226	35.92	E	9410
HRTE	HUMAN RESOURCES TECHNICIAN	11	3,658	21.10	N	8810.1
HRTA-1	HUMAN RESOURCES TRAINING ANALYST I	11	4,239	24.46	N	9410
HRTA-2	HUMAN RESOURCES TRAINING ANALYST II	11	4,774	27.54	N	9410
ITAN-1	INFORMATION TECHNOLOGY ANALYST I	4	4,774	27.54	N	8810.1
ITAN-2	INFORMATION TECHNOLOGY ANALYST II	4	5,217	30.10	N	8810.1
ITMG	INFORMATION TECHNOLOGY MANAGER	8	7,218	41.64	E	8810.1
ITSU	INFORMATION TECHNOLOGY SUPERVISOR	5	6,229	35.94	N	8810.1
ITST-1	INFORMATION TECHNOLOGY SUPPORT TECHNICIAN I	3	3,883	22.40	N	8810.1
ITST-2	INFORMATION TECHNOLOGY SUPPORT TECHNICIAN II	3	4,242	24.47	N	8810.1
ITSA	INFORMATION TECHNOLOGY SYSTEMS ARCHITECT	8	6,416	37.02	E	8810.1
INCO-1	INTERVENTION COUNSELOR I	3	3,157	18.21	N	9410
INCO-2	INTERVENTION COUNSELOR II	3	3,553	20.50	N	9410
JCOF-1	JUVENILE CORRECTIONS OFFICER I	16	2,754	15.89	N	9410.PB
JCOF-2	JUVENILE CORRECTIONS OFFICER II	16	3,191	18.41	N	9410.PB
KISU	KITCHEN SUPERVISOR	5	2,890	16.67	N	9420
LEBU	LEAD BUILDING MAINTENANCE CUSTODIAN	2	2,491	14.37	N	9420
LOAS-1	LEGAL OFFICE ASSISTANT I	1	2,420	13.96	N	8810.1
LOAS-2	LEGAL OFFICE ASSISTANT II	1	2,722	15.70	N	8810.1
LGSC	LEGAL SECRETARY	11	3,067	17.69	N	8810.1
LSCO	LEGAL SERVICES COORDINATOR	11	3,880	22.38	N	8810.1

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# YUBA COUNTY

(319-0716) Human... - 10 of 16

## Classification System - Basic Salary/Hourly Schedule

EFFECTIVE DATE: July 2016

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
LGSS	LEGAL SERVICES SUPERVISOR	5	3,659	21.11	N	8810.1
LIBR	LIBRARIAN	4	3,659	21.11	N	8810.4
LITE-1	LIBRARY TECHNICIAN I	1	2,215	12.78	N	8810.4
MAAN-1	MANAGEMENT ANALYST I	8	4,501	25.97	E	9410
MAAN-2	MANAGEMENT ANALYST II	8	5,215	30.09	E	9410
OAST-1	OFFICE ASSISTANT I	1	2,150	12.40	N	8810.1
OASC-1	OFFICE ASSISTANT I	11	2,150	12.40	N	8810.1
OAST-2	OFFICE ASSISTANT II	1	2,350	13.56	N	8810.1
OASC-2	OFFICE ASSISTANT II	11	2,350	13.56	N	8810.1
OFSP	OFFICE SPECIALIST	1	2,642	15.24	N	8810.1
OFSP-C	OFFICE SPECIALIST	11	2,642	15.24	N	8810.1
PARA	PARALEGAL	11	3,451	19.91	N	8810.1
PATC	PAYROLL TECHNICIAN	3	3,553	20.50	N	8810.1
PETE	PERMIT TECHNICIAN	1	2,974	17.16	N	8810.1
PHTH	PHYSICAL THERAPIST	4	6,042	34.86	N	9410
PHAS	PHYSICIAN ASSISTANT	4	7,660	44.19	N	9410
PLCR-1	PLAN CHECKER I	4	4,368	25.20	N	9410
PLCR-2	PLAN CHECKER II	4	4,773	27.54	N	9410
PLAN-1	PLANNER I	4	4,118	23.76	N	9410
PLAN-2	PLANNER II	4	5,066	29.23	N	9410
PLAN-3	PLANNER III	4	5,534	31.93	N	9410
PLTE	PLANNING TECHNICIAN	3	3,659	21.11	N	
PREN	PRINCIPAL ENGINEER	8	7,221	41.66	E	9410
PRAN	PRINCIPAL MANAGEMENT ANALYST	8	6,807	39.27	E	9410
PPLA	PRINCIPAL PLANNER	8	6,605	38.11	E	9410
PBAI	PROBATION AIDE	1	2,975	17.16	N	9410
PBAN	PROBATION ANALYST	4	4,773	27.54	N	8810.1
PPMG	PROBATION PROGRAM MANAGER	8	5,590	32.25	E	9410.PB
PROA	PROGRAM AIDE	1	2,975	17.16	N	9410

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**YUBA COUNTY**

(319-0716) Human... - 11 of 16

**Classification System - Basic Salary/Hourly Schedule**

**EFFECTIVE DATE: July 2016**

**Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.**

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
PRAT	PROGRAM ASSISTANT	1	2,642	15.24	N	8810.1
PRSP	PROGRAM SPECIALIST	5	3,879	22.38	N	8810.1
PJMG	PROJECT MANAGER	8	5,700	32.88	E	8810.1
PGCR	PUBLIC GUARDIAN-CONSERVATOR	8	5,374	31.00	E	9410
PHNR-1	PUBLIC HEALTH NURSE I	4	5,534	31.93	N	9410
PHNR-2	PUBLIC HEALTH NURSE II	4	5,870	33.87	N	9410
PHNR-3	PUBLIC HEALTH NURSE III	4	6,229	35.94	N	9410
PHNI	PUBLIC HEALTH NURSE INTERN	4	5,217	30.10	N	9410
PWDR	PUBLIC WORKS DIRECTOR	8	9,986	57.61	E	9410
PWMR-1	PUBLIC WORKS MAINTENANCE WORKER I	2	2,567	14.81	N	9422
PWMR-2	PUBLIC WORKS MAINTENANCE WORKER II	2	2,975	17.16	N	9422
PRMA	PUBLIC WORKS PROJECT MANAGER	8	6,416	37.02	E	9410
PWSU	PUBLIC WORKS SUPERINTENDENT	8	5,371	30.99	E	9422
RPAR-1	REAL PROPERTY APPRAISER I	4	3,553	20.50	N	9410
RPAR-2	REAL PROPERTY APPRAISER II	4	3,879	22.38	N	9410
RPAR-3	REAL PROPERTY APPRAISER III	4	4,242	24.47	N	9410
RECL-1	RECORDER CLERK I	1	2,805	16.18	N	9410
RECL-2	RECORDER CLERK II	1	3,067	17.69	N	9410
RENU	REGISTERED NURSE	4	5,066	29.23	N	9410
RVMR	REGISTRAR OF VOTERS MANAGER	8	5,870	33.87	E	9410
SAAD	SENIOR ACCOUNTANT-AUDITOR	4	4,368	25.20	N	8810.1
SEAT	SENIOR ACCOUNTING TECHNICIAN	3	3,350	19.33	N	8810.1
SACE	SENIOR ASSOCIATE CIVIL ENGINEER	4	6,944	40.06	N	9410
SBMT	SENIOR BUILDING MAINTENANCE TECHNICIAN	2	3,449	19.90	N	9420
SDPO	SENIOR DEPUTY PROBATION OFFICER	16	4,778	27.57	N	9410.PB
SRET	SENIOR ELIGIBILITY TECHNICIAN	3	3,449	19.90	N	8810.1
SITA	SENIOR INFORMATION TECHNOLOGY ANALYST	4	5,870	33.87	N	8810.1
SITT	SENIOR INFORMATION TECHNOLOGY SUPPORT	3	4,637	26.75	N	8810.1
SLTE	SENIOR LIBRARY TECHNICIAN	3	2,805	16.18	N	8810.4

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# YUBA COUNTY

(319-0716) Human... - 12 of 16

## Classification System - Basic Salary/Hourly Schedule

EFFECTIVE DATE: July 2016

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
SEPT	SENIOR PERMIT TECHNICIAN	1	3,250	18.75	N	8810.1
SPMW	SENIOR PUBLIC WORKS MAINTENANCE WORKER	2	3,252	18.76	N	9422
SSAC	SENIOR SUBSTANCE ABUSE COUNSELOR	3	3,879	22.38	N	8810.1
SVWA	SENIOR VICTIM/WITNESS ADVOCATE	3	3,449	19.90	N	9410
SHCA	SHERIFF'S CAPTAIN	8	7,266	41.92	E	7720
SCSA	SHERIFF'S CIVIL SERVICES ASSOCIATE	6	3,551	20.49	N	9410
SCRS	SHERIFF'S COMMUN & RECORDS SUPERV	5	4,242	24.47	N	8810.1
SHFA	SHERIFF'S FINANCIAL MANAGER	8	6,224	35.91	E	8810.1
SHLO	SHERIFF'S LIEUTENANT - OPERATIONS	7	6,274	36.20	N	7720
SHRE	SHERIFF'S RECORDS CLERK	1	2,642	15.24	N	8810.1
SHSC	SHERIFF'S SERGEANT - CORRECTIONS	7	5,157	29.75	N	7720
SHSO	SHERIFF'S SERGEANT - OPERATIONS	7	5,157	29.75	N	7720
SWKR-1	SOCIAL WORKER I	4	3,449	19.90	N	9410
SWKA-1	SOCIAL WORKER I (AS)	4	3,449	19.90	N	9410
SWKC-1	SOCIAL WORKER I (CWS)	4	3,883	22.40	N	9410
SWKE-1	SOCIAL WORKER I (EMPLOY)	4	3,449	19.90	N	9410
SWKR-2	SOCIAL WORKER II	4	3,767	21.73	N	9410
SWKA-2	SOCIAL WORKER II (AS)	4	3,767	21.73	N	9410
SWKC-2	SOCIAL WORKER II (CWS)	4	4,242	24.47	N	9410
SWKE-2	SOCIAL WORKER II (EMPLOY)	4	3,767	21.73	N	9410
SWKR-3	SOCIAL WORKER III	4	4,116	23.75	N	9410
SWKA-3	SOCIAL WORKER III (AS)	4	4,116	23.75	N	9410
SWKC-3	SOCIAL WORKER III (CWS)	4	4,637	26.75	N	9410
SWKR-4	SOCIAL WORKER IV	4	4,501	25.97	N	9410
SWKA-4	SOCIAL WORKER IV (AS)	4	4,501	25.97	N	9410
SWKC-4	SOCIAL WORKER IV (CWS)	4	5,066	29.23	N	9410
SWSA	SOCIAL WORKER SUPERVISOR (AS)	5	4,773	27.54	N	9410
SWSC	SOCIAL WORKER SUPERVISOR (CWS)	5	5,534	31.93	N	9410
SWSE	SOCIAL WORKER SUPERVISOR (EMPLOY)	5	4,501	25.97	N	9410

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**YUBA COUNTY**

(319-0716) Human... - 13 of 16

**Classification System - Basic Salary/Hourly Schedule**

**EFFECTIVE DATE: July 2016**

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CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
SACR-1	SUBSTANCE ABUSE COUNSELOR I	3	3,157	18.21	N	8810.1
SACR-2	SUBSTANCE ABUSE COUNSELOR II	3	3,553	20.50	N	8810.1
SPIN	SUPERINTENDENT OF INSTITUTIONS	8	6,353	36.65	E	9410.PB
SACO	SUPERVISING ANIMAL CARE SERVICES OFFICER	5	3,451	19.91	N	7721
SUBO	SUPERVISING BUILDING OFFICIAL	5	5,217	30.10	N	9410
SCMG	SUPERVISING CASE MANAGER	5	3,553	20.50	N	8810.1
SVRN	SUPERVISING CORRECTIONAL FACILITY RN	5	5,374	31.00	N	9410
SUPO	SUPERVISING DEPUTY PROBATION OFFICER	17	5,222	30.13	N	9410.PB
SJCO	SUPERVISING JUVENILE CORRECTIONS OFFICER	17	3,699	21.34	N	9410.PB
SLOA	SUPERVISING LEGAL OFFICE ASSISTANT	5	3,451	19.91	N	8810.1
SUME	SUPERVISING MECHANIC	5	3,999	23.07	N	9422
SUOA	SUPERVISING OFFICE ASSISTANT	5	2,889	16.67	N	8810.1
SPHN	SUPERVISING PUBLIC HEALTH NURSE	5	6,807	39.27	N	8810.1
SUFI	SUPERVISING WELFARE FRAUD INVESTIGATOR	7	5,217	30.10	N	7720
SMCK-1	SUPPLY/MAIL CLERK I	1	2,027	11.69	N	8810.1
SMCK-2	SUPPLY/MAIL CLERK II	1	2,216	12.78	N	8810.1
SSSU	SUPPORT SERVICES SUPERVISOR	5	3,350	19.33	N	8810.1
SYSA	SYSTEMS SUPPORT ANALYST	3	3,252	18.76	N	8810.1
TRCC	TRAINING COORDINATOR - CSS	5	4,118	23.76	N	8810.1
TRAN-1	TRANSFER ANALYST I	3	2,974	17.16	N	9410
TRAN-2	TRANSFER ANALYST II	3	3,252	18.76	N	9410
UNSH	UNDERSHERIFF	8	9,301	53.66	E	7720
VESO	VETERANS' SERVICES OFFICER	8	4,913	28.34	E	9410
VESR	VETERANS' SERVICES REPRESENTATIVE	3	3,067	17.69	N	9410
VWPM	VICTIM WITNESS PROGRAM MANAGER	8	6,224	35.91	E	9410
VWAD-1	VICTIM/WITNESS ADVOCATE I	3	2,644	15.25	N	9410
VWAD-2	VICTIM/WITNESS ADVOCATE II	3	3,062	17.67	N	9410
WFIN	WELFARE FRAUD INVESTIGATOR	6	4,773	27.54	N	7720

**Please Note:**

**Bilingual Pay:** Some positions may qualify for an additional \$125 per month, Unit 6 an additional \$100 per month and Unit 7 an additional \$70 per month for bilingual pay.

**Confidential Pay:** Classifications in Unit 11 hired on or after 11/1/14 receive \$250 per month. Current Unit 11 employee's confidential pay will be frozen at the current rate effective 12/31/14 or increased to \$250 effective 1/1/15 whichever is greater (or whichever benefit is higher).

**Differential Pay:** Cook Classifications in the Co. Jail receive an additional \$175 per month.



# TO DETERMINE AN EMPLOYEE'S MONTHLY SALARY

(319-0716) Human... - 14 of 16

<b>1ST:</b>	Determine the # of Years of Service Completed.
<b>2ND:</b>	In the Step Index Table: Refer to the "Yrs of Service" column and get the corresponding "Index Rate".
<b>3RD:</b>	Refer to the Classification System - Basic Salary Schedule and find current title of position. Multiply the "Index Rate" by the 'Base' of the position. Round up to the nearest whole dollar.
<b>TO DETERMINE AN EMPLOYEE'S HOURLY RATE:</b>	
<b>1ST:</b>	Determine Monthly Salary Above.
<b>2ND:</b>	Take Monthly Salary Multiply by 12 and divide resultant by 2,080. Use Standard Rounding (as defined below) to the nearest whole penny.
<b>Standard Rounding:</b> Round down if less than 5, round up if equal to or greater than 5.	

EMPLOYEES HIRED BEFORE 7/1/13			
MERIT/LONGEVITY STEP INDEX			
# of Yrs Served	Index Rate	# of Yrs Served	Index Rate
Less than 1	1.0000	16	1.3800
at least 1	1.0500	17	1.3950
" 2	1.1030	18	1.4100
" 3	1.1580	19	1.4250
" 4	1.2160	20	1.4400
5	1.2160	21	1.4550
L 6	1.2300	22	1.4700
7	1.2450	23	1.4850
8	1.2600	24	1.5000
9	1.2750	25	1.5150
10	1.2900	26	1.5300
11	1.3050	27	1.5450
12	1.3200	28	1.5600
13	1.3350	29	1.5750
14	1.3500	30	1.5900
15	1.3650	L = Longevity Steps	

EMPLOYEES HIRED ON OR AFTER 7/1/13		
MERIT/LONGEVITY STEP INDEX		
Step	Number of Years of Service	Index Rate
1	Base	1.00
2	At least 1	1.05
3	At least 2	1.10
4	At least 3	1.15
5	At least 4	1.20
6	At least 5	1.25
7	At least 6	1.30
L	At least 15	1.35

**YUBA COUNTY ELECTED OFFICIALS**  
**Classification System - Basic Salary Schedule**  
**EFFECTIVE DATE: July 2016**

CODE	CLASSIFICATION	BARG UNIT	BASE	OT CODE	WC CODE
ASSR	ASSESSOR	10	8,508	E	9410
AUCO	AUDITOR-CONTROLLER	10	8,508	E	9410
COCR	COUNTY CLERK-RECORDER	10	8,508	E	9410
DATY	DISTRICT ATTORNEY	10	11,491	E	9410
SHCO	SHERIFF-CORONER	10	10,676	E	7720
SUPV	SUPERVISOR*	10	4,247	E	9410
TRTA	TREASURER-TAX COLLECTOR	10	8,508	E	9410

ELECTED LONGEVITY STEP INDEX (BU 10)			
# of Yrs Served	Index Rate	# of Yrs Served	Index Rate
Less than 1	1.2160	16	1.3800
at least 1	1.2160	17	1.3950
" 2	1.2160	18	1.4100
" 3	1.2160	19	1.4250
" 4	1.2160	20	1.4400
5	1.2160	21	1.4550
6	1.2300	22	1.4700
7	1.2450	23	1.4850
8	1.2600	24	1.5000
9	1.2750	25	1.5150
10	1.2900	26	1.5300
11	1.3050	27	1.5450
12	1.3200	28	1.5600
13	1.3350	29	1.5750
14	1.3500	30	1.5900
15	1.3650		
TO DETERMINE AN ELECTED'S MONTHLY SALARY:			
1ST:	Determine the # of Years of Service Completed.		
2ND:	In the Step Index Table: Refer to the "Yrs of Service" column and get the corresponding "Index Rate".		
3RD:	Refer to the Classification System - Basic Salary Schedule and find current title of position. Multiply the "Index Rate" by the 'Base' of the position. Round up to the nearest whole dollar.		

Elected Officials (Barg. Unit 10) with a position code identified by \* are not subject to Longevity/Step Index.

**\*\*\* EXTRA HELP \*\*\*****Classification System Hourly Schedule****EFFECTIVE DATE: July 1, 2016**

<b>CLASSIFICATION</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>OT CODE</b>	<b>WC CODE</b>	<b>RANGE</b>
CORRECTIONAL MEDICAL OFFICER	113.38	119.05	125.00	131.25	137.81	N	9410	11338
ENGINEERING AIDE I	13.03	13.68	14.36	15.08	15.83	N	9410	1303
ENGINEERING AIDE II	14.38	15.10	15.86	16.65	17.48	N	9410	1438
GENERAL WORKER			10.00			N	8810.1	1000
JUVENILE CORRECTIONS AIDE	12.52	13.15	13.81	14.50	15.23	N	9410.PB	1252
MAINTENANCE AIDE	10.83	11.37	11.94	12.54	13.17	N	9420	1083
PROGRAM WORKER	10.65	11.18	11.74	12.33	12.95	N	9410	1065
PROJECT LEADER	11.03	11.58	12.16	12.77	13.41	N	9410	1103
PROJECT WORKER	10.20	10.71	11.25	11.81	12.40	N	9410	1020
RESERVE DEPUTY			10.00			N	7722.R	1000
YOUTH WORKER			10.00			N	8810.1	1000

RECEIVED

JUL 11 2016

Clerk/Board of Supervisors  
CC Ag Commissioner

Marysville Kiwanis  
P.O. Box 347  
Marysville, CA 95901

July 11, 2016

Yuba County Board of Supervisors

Dear Board Members:

The Marysville Kiwanis Club requested \$250.00 that the Yuba County Fish and Game Commission has annually donated to Kiwanis for support of the Marysville Kiwanis Jim Watson Youth Fishing Derby held on May 21, 2016 at Ellis Lake . This annual funding, along with several others, makes this event possible.

This years derby was probably the best ever held with nearly twice as many catfish planted and many times more catfish weighed in. See attached email of June 23, 2016.

Kiwanis had a representative at the May, June and July meetings ready to speak to our request letter. The meetings were cancelled due to lack of a quorum. I have learned that 6 of 7 of the last commission meetings have been cancelled due to lack of a commission quorum.

I have also noted in the proposed 2016-2017 Yuba County Fish and Game Commission budget that the Kiwanis Fishing Derby appropriation of \$250.00 has been deleted. The Kiwanis Fishing Derby started in about 1947 and has been serving our community nearly every year since. I believe that the Kiwanis Fishing Derby has proven its quality and long tradition. Kiwanis hopes that you will agree that the derby is worthy of the Board of Supervisors support and restore the \$250 annual budget item. See attached budget.

If the Yuba County Fish and Game Commission is not functioning well enough to deal with this issue, Kiwanis is requesting that the Board of Supervisors appropriate \$250.00 to the Kiwanis Fishing Derby.

Thank you!

  
Debbie Hopking

Co-chair, Marysville Kiwanis Jim Watson Youth Fishing Derby

Attachments: June 23, 2016 email

April 6, 2016, Proposed Budget for the Fish and Game Advisory  
Commission

**From:** [hopking@comcast.net](mailto:hopking@comcast.net)  
**Date:** June 23, 2016 at 4:31:27 PM PDT  
**To:** [mike@boomfamily.net](mailto:mike@boomfamily.net)  
**Subject:** Fishing Derby

Hi Mike,

I just wanted to follow up on the \$250 donation request. Were you able to approve this at your June meeting?

Our event was very successful. We had over 700 kids plus their parents. 3000 lbs of catfish were donated and the trout tubs were a big hit with 200-250 lbs of fish. Over 75 fishing poles were refurbished and given to kids. We're hoping for even more donations of old fishing equipment next year. Also included was a free breakfast, clown balloons, cotton candy, games, fish cleaning, and ponies. Bikes and many other prizes were rewarded to the kids! A record breaking 223 fish were weighed in. Many stringers of 10 plus catfish. Our Kiwanis Club really felt this was one of the best fishing derbies that we've had for years!

My favorite part was a little 5 year old girl I registered. She said she liked my nail polish and had on a princess skirt. I didn't think she'd make much of a "fisherperson", but she ended up catching the biggest fish in the girl category (obviously had help from her Dad). It's all about family with our event!

We included the Yuba County Water Agency and Yuba County Fish & Game in our thank you ad in the Appeal Democrat. We appreciate your help in funding this great event.

Thank you!

Debbie Hopking  
Co-chair, Marysville Kiwanis Jim Watson Youth Fishing Derby

# *The County of Yuba*

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**Agricultural Commissioner – Weights & Measures**  
**915 8<sup>th</sup> Street, Suite 127 – Marysville, CA 95901**

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**Stephen M. Scheer**  
AGRICULTURAL COMMISSIONER  
SEALER OF WEIGHTS & MEASURES



(320-0716) Consi... - 3 of 4

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**(530) 749-5400**  
**Fax (530) 749-5404**  
**yubaag@co.yuba.ca.us**

---

**KEVIN ROUSH**  
ASSISTANT  
AGRICULTURAL COMMISSIONER  
SEALER OF WEIGHTS & MEASURES

## MEMORANDUM

**To: Robert Bendorf, County Administrator**  
**From: Stephen M. Scheer, Agricultural Commissioner/Sealer of Weights & Measures**  
**Subject: FY 2016-2017 Proposed Budget – Fish and Game Advisory Commission**  
**Date: April 6, 2016**

Mr. Bendorf,

As per the budget instructions, attached are the required FY 2016-2017 budget forms for the Fish and Game Advisory Commission that the Agricultural Commissioner-Weights and Measures Department facilitates.

We look forward to working with you to produce an acceptable budget in a timely manner for the Board of Supervisors' consideration.

Type of Service Requested	Justification	2015/16 Current Budget	2016/17 Base Budget	2016/17 Requested Budget
JR PHEASANT HUNTS (3)	FINES / DONATIONS / GRANT	\$4,000	\$4,000	\$4,000
FRANK ALLEN FISHING EVENT	WATER AGENCY GRANT	\$1,000	\$1,250	\$1,250
YUBA-SUTTER FAIR BOOTH	WATER AGENCY GRANT	\$1,000	\$1,000	\$1,000
KIWANIS FISHING DERBY	WATER AGENCY GRANT	\$250	\$0	\$0
MISC COUNTY ACTIVITIES	MISCELLANEOUS DONATION	\$4,170	\$3,420	\$3,420
GUARD SERVICES FOR MTGS	\$30 X 11 MONTHLY FISH & GAME MEETINGS	\$330	\$330	\$330
BOAT SAFETY DAY	WATER AGENCY GRANT	\$1,250	\$2,000	\$2,000
RIVER CLEANUP DAY	WATER AGENCY GRANT	\$1,000	\$1,000	\$1,000
SHADY CREEK SCHOLARSHIPS (5)	WATER AGENCY GRANT	\$1,125	\$1,125	\$1,125
Total		\$14,125	\$14,125	\$14,125

# *The County of Yuba*

**Office of the County Administrator**



321-0716

Robert Bendorf, County Administrator

**TO: Yuba County Board of Supervisors**  
**FROM: Robert Bendorf, County Administrator**  
**RE: 14Forward Project Costs and Donations**  
**DATE: July 26, 2016**

RB

## **RECOMMENDATION**

It is recommended that the Board of Supervisors receive an update regarding the 14Forward project and consider approval of expenditures and donations.

## **BACKGROUND**

On June 14, 2016 your Board received a report on homeless efforts by Yuba County staff and stakeholders, provided direction for development of a regional plan for both Yuba and Sutter counties and approved an emergency site action plan for temporary shelter and associated funding of up to \$100,000 from the Code Enforcement relocation trust.

## **DISCUSSION**

Since the Board meeting of June 14, 2016, county staff and stakeholders worked together to complete the 14Forward temporary shelter site by July 15, 2016. During that short time frame, the site on 14<sup>th</sup> Street was prepared to receive the temporary shelter units and other items such as sanitary facilities, storage, shade structures and a temporary office.

In addition, stakeholders such as Habitat for Humanity, Youth Build, Hands of Hope, Twin Cities rescue mission, City of Marysville and other numerous volunteers worked to provide finishing touches to 14Forward. Those finishing touches included construction of bed frames, insulation, picnic benches, delivery of mattresses, installation of blinds and other miscellaneous items.

To date, the County has received and accepted a \$41,000 grant as well as nearly \$25,000 of cash and in-kind donations. Expenses are anticipated to be approximately \$135,000, which is higher than the original \$100,000 approval requested from the Board.



Staff is requesting authority to spend up to an additional \$35,000 and also apply donations received to the Code Enforcement trust to replenish funds spent. Considering additional donations that are pending, staff is encouraged that the net expenditure for costs associated with the development of 14<sup>th</sup> Street will be at or less than the original amount requested.

It is important to note that the relocation trust is not discretionary revenue and can only be used for purposes associated with displaced persons, thus replenishing the fund is necessary.

## **FISCAL IMPACT**

It is estimated that the capital cost of preparing and outfitting the site on 14<sup>th</sup> Street adjacent to the Rescue Mission will be approximately \$135,000. This amount will be offset by donations already received and several that are pending. There are adequate funds in the trust to cover the additional amount requested.



## HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR

**TO:** Board of Supervisors

**FROM:** Jill Abel, Human Resources Director

**RE:** Memorandum of Understanding between the County of Yuba and the Yuba County Law Enforcement Management Supervisory Association (MSA)

**DATE:** July 26, 2016

### RECOMMENDATION

It is recommended that the Board of Supervisors authorize the Chair to sign the attached Memorandum of Understanding (MOU) between the County of Yuba and the Law Enforcement Management Supervisory Association (MSA).

### BACKGROUND

The County and MSA met and conferred in good faith regarding wages, hours, and working conditions and mutually agreed to terms for the period beginning July 1, 2016, and ending June 30, 2019. This MOU includes the terms and conditions of that agreement.

### DISCUSSION

The discussions between the County and MSA focused on containing cost of business increases and overall fiscal health of the County. The primary issues addressed were: 1) the impact of rising pension costs, 2) a salary study conducted of the classifications in this bargaining unit, and 3) the application of overtime as it relates to the Fair Labor Standards Act.

The major provisions of the MOU contained therein are:

- A 3-year term
- Cost of Living Adjustments in the form of a lump sum payment in Year 1, and a 2% adjustment in Year 2 and Year 3
- CalPERS Employer Pension Cost sharing totaling 3% for Local Safety members and 1% for Miscellaneous members
- Equity Adjustments for classifications experiencing market lag
- The conversion of specialty pays from a percentage of pay to a flat rate
- The overtime exemption of the Sheriff's Lieutenant – Operations classification
- The removal of Sick Leave from the calculation of overtime
- Clean-up language in several articles to reflect changes in state or federal law

### FISCAL IMPACT

The cost of the 3 year agreement is estimated at \$162,686; \$115,127 non-general fund, and \$47,560 general fund.

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# **MEMORANDUM OF UNDERSTANDING**

**Between**

**The County of Yuba**

**And**

**The Law Enforcement Management  
Supervisory Association (MSA)**



**July 1, 2016 through June 30, 2019**

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## **PREAMBLE**

In accordance with the provisions of Government Code Section 3505, et seq., this Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the representatives of the Board of Supervisors of the County of Yuba hereby referred to as "the County" and representatives of the Law Enforcement Management Supervisory Association (MSA), Bargaining Unit 7, hereby referred to as "MSA", having met and conferred with regard to wages, hours and other terms and conditions of employment for said MSA for the period beginning **July 1, 2016** through **June 30, 2019**.

## **ARTICLE 1     DEFINITIONS – GENERAL PROVISIONS**

### ***Section 1.01. Scope***

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

### ***Section 1.02. Definitions***

**APPOINTING AUTHORITY** means a person or group having lawful authority to appoint or remove persons from positions in County service.

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

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

**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.

**CLASSIFIED SERVICE** means all positions in the County service except elective officials, extra-help employees and other positions specifically designated by the Board to be exempt from the classification plan.

**COMPENSATION** means the salary, wage, allowances, benefits and all other forms of valuable consideration, earned by or paid to any employee by reason of service in any position, but does not include any allowances authorized and incurred as incidents of employment.

**DAY** means any 24 hour period beginning with the regularly scheduled work shift except for employees in a department other than the Sheriff's Department where a day means a period of time between any midnight and the midnight following.

**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.

**EMPLOYEE** means a person legally holding a position in the County service.

**EXTENDED ILLNESS** means an injury or illness which requires the absence from work of an employee for more than fifteen calendar days.

**EXTRA-HELP EMPLOYEE** means any employee who is employed for a period of short duration, not to reach 1,000 hours in any fiscal year.

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

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

**INDEX RATE** means a specific rate identified in the Classification System-Basic Salary Schedule Index/Merit Table which is based on an employee's number of years of permanent Yuba County service. The Index Rate is used to determine monthly salary by multiplying the Index Rate by the Base Pay of a classification.

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

**LIMITED TERM POSITION** means a position which is allocated to a specific mission in a given period of time pursuant to a special program adopted by the Board of Supervisors.

**MONTH** means a calendar month.

**MONTHLY SALARY** means the amount of individual cash compensation for a full month of service in a range and step established in accordance with the provisions of the rules.

**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.

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

**RANGE** means a sequence of salary steps used to identify the minimum, maximum and intermediate salary rates which may be paid to employees within a class.

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

**SALARY ANNIVERSARY DATE (SAD)** means the date on which an employee will receive his or her annual salary merit increase, normally the first day of the month following an employee's Service Computation Date.

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

**Service Computation Date (SCD)** means an employee's most current hire date, adjusted for any prior service with the County as a Regular Employee, and for any Leave taken Without Pay.

Employees hired on or after 7/1/13: Service Computation Date (SCD) means an employee's most current hire date, adjusted for any Leave taken Without Pay

**TRANSFER** means either:

- A. The movement of an employee from one position to another within the same class, but to another department; OR
- B. The change of an employee from one position to a position in another class with the same pay range.

**WEEK** means a period of seven consecutive days.

**YUBA-SUTTER AREA** means Yuba and Sutter Counties.

### ***Section 1.03. Exercise of Power***

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

### ***Section 1.04. Records and Reports***

Each appointing authority shall keep or cause to be kept accurate records of the application of the rules herein or hereafter adopted and shall report promptly to the Human Resources Director such information as the Human Resources Director may require, and all such reports shall be prepared in the manner and form prescribed by the Human Resources Director.

### ***Section 1.05. Cooperation***

All Officers and Employees of the County shall aid in all proper ways in carrying into effect the rules herein or hereafter adopted.

### ***Section 1.06. Federal and State Law***

These rules shall at all times be construed in a manner consistent with the provisions of any pertinent federal and state laws and regulations.

### ***Section 1.07. Review of Personnel Files***

Pursuant to the Government Code, each employee is entitled to review his/her personal history file maintained in the department or in the Human Resources Department by following the procedure set forth by the Human Resources Director or the Department Head. All employees are further entitled to view any material to be placed in said file.

## **ARTICLE 2     ADMINISTRATION**

### ***Section 2.01. Authority for Administration***

The Human Resources Director shall be responsible for the administration of the rules except as otherwise specifically provided. S/he shall direct the enforcement of these policies established by the Board as amended, shall specify such administrative procedures, forms, records, reports and audits as s/he deems necessary for the proper administration of these rules. The Human Resources Director may assign to other county officers such details in connection with the administration of these rules as s/he deems proper and expedient.

### ***Section 2.02. Delegation of Authority***

The Human Resources Director may re-delegate to his/her subordinates any power duty or function which has been delegated to him/her by the Board unless by Board rule or express provision of law s/he is required to act personally.

### **ARTICLE 3     DELETED JULY 2016 OFFICE HOURS**

The article formerly referenced as "Office Hours" was deleted from the MOU per mutual agreement.

## ARTICLE 4 HOURS OF WORK

### Section 4.01. Determination of Appointing Authority

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

### Section 4.02. Hours of Work

- A. **40 Hour Work Period.** Except as may be otherwise provided, the official work week shall be 40 hours of work in any 7 consecutive calendar days. The work week schedule shall normally consist of 5 work days of 8 hours each, or 4 work days of 10 hours each, or alternate schedule as determined by the Board of Supervisors. However, the department head may establish work week schedules which differ from the normal schedule above, upon recommendation of the Human Resources Director and approval of the County Administrator. It shall be the duty of the Department Head to arrange the work of his/her department so that each employee therein shall work not more than 40 hours in any work week except that the Department Head may require any employee of his/her department to temporarily perform service in excess of 40 hours when public necessity or convenience so require.
- B. **12 Hour Shift Schedule.** Employees in the Sheriff's Department may be assigned a work schedule consisting of 3 12-hour shifts on, 3 days off, 3 12-hour shifts on, 1 8 hour shift on and 4 days off. Board approval is required. The County has the right to cancel the 12-hour shift schedule at any time, without reasons, provided employees are given at least 2 pay periods notice of the change.
- C. **Shift Rotation.** For the Sheriff's Department, the County and MSA agree the Sheriff shall have the discretion to rotate employee work schedules to provide 24 hour coverage provided s/he takes into consideration the affected employee's work schedule preference based on seniority in rank. The selection of shifts by employees shall take place prior to the posting of the February and August shift schedules. No employee shall work more than 2 six-month shift cycles on the same shift.

### Section 4.03. Duties Imposed on Officers and Employees to be Performed; Staggering Hours of Employment; Compensatory Time-Off

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



#### **Section 4.04. Part-Time Employees**

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

#### **Section 4.05. Rest Periods**

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

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

#### **Section 4.06. Lunch**

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

#### **Section 4.07. Maximum Hours**

No employee shall be required to work more than 16 consecutive hours. An employee who has worked for 16 consecutive hours shall not be recalled to work prior to the expiration of 8 hours following the termination of the consecutive 16 hour work period. This provision does not apply to sworn personnel in the Sheriff's Department.

#### **Section 4.08. Job Sharing**

- A. Any permanent full-time position may be shared by two employees with the approval of the employees involved, the department head, the Board of Supervisors, and the Human Resources Director.
- B. The work schedule for such employees shall be reduced to writing and may only be changed in the same manner as other work schedules in the department are altered from time to time. The two employees may agree to temporary adjustments with the approval of the Department Head or his/her designee and the Board of Supervisors.
- C. Employees in job sharing arrangements shall be entitled to all of the rights and benefits of regular part-time employees but may work no more than 30 hours per week.
- D. A participant in a job sharing arrangement may apply for appointment to a full-time position either in the same classification or, if qualified, in another classification when a vacancy occurs. Such applications shall be considered in the same manner as all other applications for transfer.
- E. Employees participating in the job sharing program may participate in the health plan by paying the full applicable premium which will be deducted from their payroll checks.
- F. If one of the participants of a job sharing arrangement terminates employment or is reassigned to another position, the Department Head or his/her designee shall first offer the remaining participant the right to return to full-time status before proceeding with the normal process to fill the vacancy as a regular part-time position.

## ARTICLE 5 PAYMENT OF SALARY

### Section 5.01. Payment

Except as otherwise provided by law, the compensation of all officers and employees of the county are fixed and determined pursuant to the provisions the Procedure of Merit, and the Classification System - Basic Salary/Hourly Schedule.

- A. Rules regarding processing of payroll shall be established by the Auditor/Controller.
- B. Personnel are paid monthly on the eighth day of the month unless such day falls on a holiday or weekend. Then such pay day shall be the previous working day. Pay periods close on the last working day of each month.
- C. The salary and leave accruals for part-time employees will be in proportion to the employees' scheduled working hours.
- D. Deductions for uncompensated periods of time during a pay period will be on the basis of the actual hours, or fraction of an hour worked, divided by the full-time number of working hours in that pay period.

The Auditor/Controller is currently developing an RFP for time and attendance software which will enable the automation of payroll and time-keeping. The County agrees to meet with MSA representatives to discuss the impacts of this project on MSA represented employees if requested in writing by MSA.

In the event that the County determines during the term of this Agreement that a bi-weekly pay period will be implemented, the County agrees to provide MSA with at least a ninety (90) calendar day advance notification of such a change. The County further agrees to meet with MSA representatives to discuss the impacts of such a change on MSA represented employees if requested in writing by MSA.

### Section 5.02. Salary Schedule for Categories of Employment

The salaries prescribed in the Classification System - Basic Salary/Hourly Schedule are fixed on the basis of full-time positions. The salary schedule for the respective categories of positions as set forth in the Classification System - Basic Salary/Hourly Schedule shall be interpreted, applied and computed as follows:

- A. **Full-time Regular Employees.** Service commencing on the first working day of a pay period and continuing for all working days of that pay period shall be deemed service for that pay period. Service terminating on the last day of a pay period but including all working days of that pay period shall be deemed service for the entire pay period. Full-time employees who commence work after the first day of a pay period, or from whom deductions are to be taken for leave of absence without pay, unearned vacation, unearned sick leave, or for other causes shall be paid that portion of the salary for that pay period equal to the ratio of the days worked to the total working days in that pay period.

- B. **Part-time Employees.** Salaries of a part-time employee shall be based on the ratio that the actual number of hours of service bears to the number of hours of service required in full-time employment. That ratio shall be applied to the monthly salary for the class and step which such part-time is occupying. Deductions from salary for leave of absence, unearned vacation, unearned sick leave, or for other causes shall be computed on the basis of the ratio of the number of hours of service, including holidays rendered by the part-time employee in the pay period to the number of hours of service required of such employee in that pay period and the ratio applied to the salary payable to such employee for that pay period.

### **Section 5.03. Separation Pay**

When an employee separates from County service and the use of the regularly scheduled certification would create an inequitable delay, the department head may immediately file a special payroll certification of said separation with the Auditor. The Auditor may draft his warrant for the amount due such employee at the time of separation. Notice of such separation shall be filed immediately with the Human Resources Director.

### **Section 5.04. Fees, Commissions and Compensation**

Except as otherwise provided by law: any fees, commissions and compensation (other than that allowed by any County officer, deputy, assistant or employee) earned by virtue of his/her office/position or by performance of any regularly assigned duty or function shall be deposited in the County treasury and upon receipt shall become the property of the County.

## ARTICLE 6 OVERTIME, AND CALLBACK

### Section 6.01. Overtime

#### A. Overtime Work Defined

1. **40-Hour Work Period.** Overtime work shall be defined as all work specifically authorized by the Department Head or his/her designee that is performed in excess of 40 hours per week.

Time worked beyond the official 40 hour work week shall not be considered overtime unless it has been specifically ordered or authorized by the department head or his/her designee. In sudden emergency situations when prior authorization for overtime is not possible, the approval of the Department Head or his/her designee or the Board shall be sufficient.

Overtime earned shall be rounded up or down to the nearest quarter hour.

2. **12-Hour Shift.** For Employees who are scheduled to work a 12-hour shift plan, overtime work shall be defined as all authorized work in excess of 80 hours in a 14 day work period, as provided by Section 207(k) of the Fair Labor Standards Act. Time worked beyond the official 80 hour, 14 day period shall not be considered overtime unless it has been specifically ordered or authorized by the Sheriff or his/her designee. In sudden emergency situations when prior authorization for overtime is not possible, the approval of the Sheriff or his/her designee shall be sufficient.
3. The following shall be counted as time worked for purposes of computing Overtime:
  - a. Actual hours worked
  - b. Holidays (including Floating Holidays)
  - c. Compensatory Time Off (CTO)
  - d. Special provisions as described in this Article
4. Time spent on paid vacation shall not be counted as time worked for purposes of computing overtime except:
  - a. When an employee is required to work overtime for an emergency situation after taking a scheduled vacation in that work week, that vacation time shall be counted as time worked for overtime purposes in that week. This does not include callback from scheduled standby.
  - b. When an employee is called off vacation for a county wide declared emergency resulting from a natural disaster.
  - c. When an employee is called in to work on a regular day off.

B. **Application of Overtime**

1. If, in the judgment of the Department Head or his/her designee, work beyond the official 40 hour work week (or 80 hour work period for those employees assigned to 12-hour shifts) is required; s/he may order such overtime work. This overtime work will be compensated for as provided in this section.
2. Time worked as overtime shall not be counted as service time for purposes of employee benefits, eligibility or accrual or probation for merit increase periods. CTO taken by an employee may be used as part of the established work week (or 14-day period for those employees assigned to 12-hour shifts) to earn employee benefits and to serve out probation and merit increase periods.
3. No permanent, probationary or limited term employee may be employed in one or more positions, full or part-time, more than a total of 40 hours per week (or 80 hours per 14 day work period for those employees assigned to 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 he has the approval of the Department Head or his/her designee.
4. At no time shall CTO carried by an employee be more than **100** hours unless otherwise indicated in this article. When the CTO balance reaches the maximum and the department cannot let the employee off, the Employee shall be paid for all hours over the maximum.
5. Except as otherwise provided in this section, an employee who works compensable overtime shall be paid or given compensatory time off at the discretion of the department head for such compensable overtime at the rate equal to one and one-half (1 ½ ) times the hourly equivalent of such employee's monthly salary as of the time that the overtime was worked.

C. **Overtime Payment**

1. MSA classifications with the exception of the Sheriff's Lieutenant-Operations classification are FLSA Non-exempt and shall be compensated for overtime at one and one half (1 ½) times their regular rate of pay, or CTO at one and one half (1 ½) times the hours actually worked, in excess of 40 hours per week. The Sheriff's Lieutenant – Operations shall be provided with 64 hours of Management Leave per fiscal year within the provisions outlined in Article 22 of the Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba.
  - a. **Sheriff's Lieutenant – Operations** classification personnel shall not be paid overtime except: during a County and State declared emergency, when they will be paid 1 ½ times their regular rate of pay, or comp time off at 1 ½ times the hours actually worked, in excess of 40 hours per week.

2. Any employee separating from County service shall be paid for any existing CTO balance at the time of such separation at the hourly rate at which the employee is currently employed.
3. Employees transferring between departments shall be paid for all CTO prior to going to the new department unless the appointing authority of the new department agrees to assume responsibility for payment of any accrued CTO.

## **Section 6.02. Call Back**

### **A. Employees on Call Back**

1. Employees eligible for overtime compensation who work on a regular day off, or who are called back to work after leaving their place of employment following the completion of their work shift, shall be credited with compensable overtime of 2 hours or the actual time worked, whichever is greater. Such overtime shall be computed for work performed from the time reporting at the place of work to the time of completion of the work at such place.
2. Non-exempt sworn personnel in MSA who are subpoenaed to appear in court while on vacation, work on a day off or are called back to work following the completion of their regular shift, shall have those hours counted as callback and compensated at one and one-half (1 ½) times regular pay.

## **Section 6.03. Holiday Pay**

An employee who works on a holiday, as defined in Article 10 of this MOU shall receive eight (8) hours pay for the holiday plus one and one-half (1 ½) times the employee's regular rate of pay for all hours worked on that holiday.

## **Section 6.04. Use of Compensatory Time Off**

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

If an employee is assigned to a 12-hour shift plan and required to work during his/her regularly scheduled time off, the Sheriff or his/her 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 Sheriff or his/her designee may schedule the employee off shall not exceed the amount of time the employee was required to work during his/her scheduled time off.

## **Section 6.05. Cash Compensation**

### **Separation of Employment**

At the termination of employment, an employee who has not used all of the CTO accrued under the provisions of this Article shall receive cash compensation for all hours

of CTO for which time off has not been taken. Such cash compensation shall be paid at a rate equal to the hourly equivalent of such employee's salary at termination.



## ARTICLE 7 BENEFIT PROGRAMS

### Section 7.01. General

The Board is responsible for the implementation and modification of the compensation and benefit program.

### Section 7.02. Benefit Program Coverage

Except as otherwise specified herein, coverage under benefit programs for respective categories of employment shall be interpreted and applied as follows:

- A. **Full-Time Regular Employees.** This category of employment is entitled to full benefit program coverage provided by county employment except as herein provided.
- B. **Part-Time Employees.** This category of regular employment is entitled to coverage under the benefit program as specifically provided herein and under applicable laws or regulations. To be entitled to health plan coverage, employees in this category must work an average of 20 regularly scheduled hours per week.

### Section 7.03. Medical Insurance

- A. **Health/Dental/Vision Coverage.** The County will maintain health insurance through the CalPERS Health Insurance Program and make available all plans for which employees are otherwise eligible to participate in as employees of the County. Dental/Vision plan options include a basic plan and a buy-up plan.
  - 1. The basic plan for determining the County's contributions shall be the CalPERS Choice PPO plan and the Delta Dental Base Plan and MES Vision Plan.
  - 2. The County will pay 100% of the basic plan premium for Dental/Vision for the employee only and 90% of the basic plan premium for Health for the employee only.
  - 3. The County will pay 80% of the basic plan premium for Dental/Vision for the employee plus one dependent and the employee plus more than one dependent and 70% of the basic plan premium for Health for the employee plus one dependent and the employee plus more than one dependent.

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

The MSA agrees to meet with the County and other County Recognized Employee Organizations to develop a "cafeteria benefit plan" intended to be a county-wide replacement for current health, dental and vision benefit contribution

levels. If a successful plan design is developed and agreed to by the MSA and County, it will be implemented.

- B. **Opt Out Provision.** Eligible employees may elect to "Opt Out" of the County provided health coverage and shall receive **\$250.00** per month in so doing.

#### **Section 7.04. Life Insurance Plan**

Employees shall receive a life insurance benefit in the amount of **\$20,000**. Dependent life insurance shall be available to employees. Payment for dependent life insurance is the responsibility of the employee.

#### **Section 7.05. Affordable Care Act**

At such time as regulations are issued implementing the Affordable Care Act, the County and MSA will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified or impacted by the Affordable Care Act during the term of this Agreement, it is agreed that the County and MSA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

## ARTICLE 8 VACATION LEAVE WITH PAY

### Section 8.01. General Policy

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

### Section 8.02. Time Vacation Leave Begins to Accrue

Each employee in a regular full-time position shall be eligible to receive 48 hours vacation leave after the completion of 6 months service from the date of original appointment to a budgeted position and receipt of a satisfactory performance evaluation. Upon the completion of 1 year service from the original date of appointment and upon passing probation the employee shall be credited with an additional 48 hours vacation leave.

No vacation leave shall accrue or be available to the employee prior to the completion of the required 6 months and/or 1 year.

- A. **Date of appointment.** For purposes of this section Date of Appointment shall be the first day of the month following the month in which such employee begins work. However, if that new employee begins work within the first 3 working days of the month, then their Date of Appointment shall be the first of that month.
- B. **Accrual.** Vacation leave credit shall accrue on the first day of the month following the month when vacation leave credit is earned. No vacation leave shall be earned when an employee is on leave without pay for half (1/2) of a working month or more. No credit shall be earned for less than a full final month's service when an employee terminates for any reason.

### Section 8.03. Special Vacation Accrual

Employee who use zero (0) hours of sick leave in a calendar year shall receive 1 additional vacation day.

### Section 8.04. Rates of Accrual

After 1 year each regular full-time employee shall accrue and receive vacation leave based on the following:

**Schedule.** For all employees except as otherwise provided:

<u>Length of Service</u>	<u>Number of Hours per Month</u>
Through completion of 5 years	8.00 hours
More than 5 through completion of 10 years	10.75 hours
More than 10 through completion of 15 years	12.00 hours
More than 15 through completion of 20 years	13.50 hours
More than 20 years completed	16.00 hours

### Section 8.05. Part-Time Employee

A part-time employee shall accrue vacation leave in the proportion that his/her regularly scheduled hours of service bear to regular full-time service. Such leave time shall be

earned for each full calendar month of part-time service. Vacation credit shall accrue on the first day of the month following the month when vacation credit is earned and on the same basis as Section 8.04 of this Article.

### **Section 8.06. Maximum Accrual**

Vacation leave shall be accumulated to a maximum limit as indicated below:

<u>Hire Date</u>	<u>Maximum Accrual</u>
before 7/1/86	2 years
after 7/1/86	350 hours

Sheriff's Lieutenants hired before July 1, 1986 shall carry not more than a three (3) year accrual to the succeeding fiscal year.

The Department Head or his/her designee and employee shall, while considering the needs of the department, schedule sufficient vacation to avoid the employee exceeding the maximum accrual by the end of the fiscal year. Should the employee fail to request time off, the Department Head or his/her designee may schedule the vacation to the extent necessary to insure the employee does not exceed the maximum accrual. Any employee who, at the close of any fiscal year, has accumulated vacation leave in excess of the maximum accrual shall be paid for that amount in excess at the employee's current rate of pay.

### **Section 8.07. Use of Vacation Leave**

- A. The Department Head or his/her designee shall determine the period when accrued vacation time may be taken by each employee consistent with the requirements of the department.
- B. **Last Day of Work.** Employees who are terminating their employment for reasons other than County retirement (with no other employment) shall not use vacation or CTO as their termination date (e.g. requesting vacation or CTO to begin March 7 while actual termination date is March 13, etc.).
- C. A person receiving pay in lieu of unused vacation may not be re-employed by the County in any other capacity until a number of working days equal to the number of days they were paid for vacation have elapsed following the effective date of separation.

### **Section 8.08. Minimum Charge**

In any use of vacation, the minimum charge to the employee's vacation account shall be one-quarter (1/4) hour, while additional actual absence over one-quarter (1/4) hour shall be charged to the nearest one quarter (1/4) hour and shall not exceed the employer's accrued vacation hours.

### **Section 8.09. Cash Compensation upon Termination**

An employee whose employment is terminated for any reason shall be paid a sum equal to his/her accrued vacation leave. Such sum shall be computed on the basis of the hourly equivalent of such employee's monthly salary as of the date employment is terminated.

## ARTICLE 9 SICK LEAVE WITH PAY

### Section 9.01. General Policy

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

### Section 9.02. Definition

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

- A. The employee's illness or injury.
- B. The employee's exposure to a contagious disease.
- C. Any medical treatment or recovery from such treatment prescribed by a licensed practitioner.
- D. **Bereavement.** In the case of the death of a person in the employee's immediate family, the employee may use up to five (5) days of sick leave and any accumulated vacation leave for each occurrence.
- E. **Family Sick Leave.** An employee may use Family Sick Leave for the illness of a member of the employee's immediate family who requires the care and assistance of the employee. Up to 80 hours per calendar year of sick leave may be used for this purpose.

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

### Section 9.03. Time Sick Leave Begins to Accrue

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

### Section 9.04. Rate of Accrual

Sick leave privileges shall be accumulated to a maximum of **1,200** hours accrual except as follows:

- A. Employees in the safety retirement system may accrue sick leave without limit for the purposes of retirement credit only. This unlimited accrual shall not affect the sick leave payout.

- B. Sick leave shall be earned as follows:
1. Each regular full-time employee shall accrue sick leave with pay at the rate of **8** hours per month except as follows: Employees who were appointed before **September 1, 1977** shall accrue sick leave with pay at the rate of **10** hours per month.
  2. A regular part-time employee shall accrue sick leave with pay in the proportion that his/her regularly scheduled hours of part-time service bear to regular full-time service.
  3. Half of sick leave accruals shall be earned when an employee is on a leave without pay for half of a working month or more or separates for any reason during the month.

### **Section 9.05. Usage**

- A. In any instance involving use of a fraction of a day's sick leave, the minimum charge shall be one-quarter (1/4) hour, while additional actual absence over one-quarter (1/4) hour shall be charged in quarter (1/4) hour increments.
- B. Sick leave usage and ability of an employee to return to work shall be determined by County rules, regulations, and procedures.
- C. Paid sick or disability leave time must be spent at home; hospitalized or at a doctor's office; purchasing medication or necessities of life; voting; in matters directly related to the death or serious illness of an immediate family member or in transit to or from one of the above. Any deviation from these uses of paid sick or disability leave time when the employee is regularly scheduled to work must be authorized by the Department Head or his/her designee.
- D. Non-work time which comes between days or shifts of sick or disability leave time must be spent as directed by the employee's attending physician with the purpose of recovering from the illness or injury as quickly as possible for return to work.
- E. Employees who are injured or too ill to do their regular work assignment, but are not sufficiently ill or injured to be confined to home or a hospital, are required to check with their department head, department manager, or supervisor regarding the availability of light or limited duty.
- F. Employees are to return to work as soon as they recover from an illness or injury including the return to a shift or work day in progress.
- G. Sports and other non-county work activities are inappropriate and unacceptable for employees on paid sick or disability leave during scheduled work time from their County position.
- H. Employees too ill or injured to work are required to contact their department manager or supervisor before the beginning of their work shift or within the first hour of work, based on the specific departmental policy.

### **Section 9.06. Exclusions**

No employee shall be entitled to sick leave while absent from duty on account of any of the following cases:

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

### **Section 9.07. Proof Required**

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

### **Section 9.08. Records**

Sick leave balances shall be maintained by the Auditor through payroll records.

### **Section 9.09. Loss of Sick Leave**

- A.     Any employee whose continuity of employment is broken for any reason shall lose his/her entitlement to any sick leave which he has accrued but not used, unless reemployed with the County within 12 months of separation date.
- B.     When an employee is re-employed whose break in service resulted from lay-off, leave of absence or military leave, such employee shall be credited with any sick leave which he had accumulated prior to such break in service. In addition, the prior service of such employee shall also be counted for purposes of vacation entitlement.
- C.     In the case of re-employment of an employee whose break in service resulted from disability retirement, such employee shall be credited with 75% of the sick leave which had accrued on the date of retirement unless paid out or converted in accordance with Sections 9.10 and 9.12 of this Article.

### **Section 9.10. Payout of Sick Leave upon Separation from Employment**

After 10 continuous years of permanent employment with the County of Yuba, upon termination of employment by death or retirement in accordance with provisions of the Public Employees Retirement Law, as amended, or by resignation in good standing or layoff, an employee shall be paid a sum equal to 25% of his/her earned sick leave computed on the basis of the hourly equivalent to such employee's monthly salary as of

the time of death, retirement, layoff or resignation in good standing except for the following limitations:

Employees who are entitled to sick leave payout shall receive payout only up to the limits stated in Section 9.04 of this Article.

### **Section 9.11. Special Provision**

Employees who use zero (0) hours of sick leave in a calendar year shall receive 1 additional vacation day.

### **Section 9.12. Sick Leave for Service Credit**

The County contracted with CalPERS to provide Section 20965 Unused Sick Leave for both Miscellaneous and Safety Plan Members. In accordance with provisions of the Public Employees Retirement Law, as amended, employees may elect to:

- A. Convert all of their unused sick leave to service credit; OR
- B. Receive up to 25% of their unused sick leave as pay at their regular rate of pay in accordance with Section 9.10 of this Article and convert the remaining balance of unused sick leave to service credit.



## ARTICLE 10 HOLIDAYS

### Section 10.01. Coverage

All regular and probationary employee of the County shall be entitled to holidays with pay based on the equivalent actual time worked, including authorized absence with pay.

An employee who works on a holiday (as defined in this Agreement) shall receive eight hours pay for the holiday plus one and one half (1 ½) times the employee's regular rate of pay for all hours worked on that holiday. [Reference Section 6.03 Holiday Pay of this Agreement]

### Section 10.02. Holidays

The following are declared holidays for all County departments and offices:

- 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) and the following day
- 24th day of December (Christmas Eve)
- 25th day of December (Christmas Day)

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.

For Employees whose basic work week is Monday – Friday and if the declared holiday falls on a weekend, the County will observe the declared holiday as follows:

Whenever a declared holiday falls on a Saturday, the preceding business day (usually Friday) shall be considered a County observed holiday.

Whenever a declared holiday falls on a Sunday, the following business day (usually Monday) shall be considered a County observed holiday.

For Employees whose basic work week is other than Monday through Friday, refer to Section 10.04.

### Section 10.03. Floating Holidays

A. On January 1<sup>st</sup> of each year 2 floating holidays shall be granted each employee except as follows:

1. Employees who began work between March 1<sup>st</sup> and September 30<sup>th</sup> of any given year shall receive one (1) floating holiday for that year.
2. Employees hired on or after October 1<sup>st</sup> will not receive any floating holidays for that year.

3. Part-time employees shall receive floating holidays in proportion to the relationship their basic work week bears to 40 hours.
- B. Subject to advance approval by the department, these holidays may be taken at any time during the calendar year but must be taken within the calendar year in which they are given. Floating holidays are to be taken 8 hours at a time and are not to be utilized on a partial basis except for employees on a 4/10 schedule who may use them in 2 hour increments to supplement their 8 hour holidays. Except as provided hereafter, if a request to use a holiday has been made and denied twice prior to September 30<sup>th</sup>, the employee shall be compensated at time and one-half for 8 hours for the holiday.
  - C. Failure to take the floating holiday within the specified time shall result in the loss of any unused holidays at the end of the calendar year. Upon termination, no payout will be made for unused floating holidays unless the employee has attempted to take them and has been denied. Employees who are laid off shall receive pay for all unused floating holidays.

#### **Section 10.04. Miscellaneous Provisions**

- A. Whenever a declared holiday falls on a Sunday, the following business day shall be considered a declared holiday.
- B. Whenever a declared holiday falls on a Saturday, the preceding business day shall be considered a declared holiday.
- C. An Employee, whose regular days off are other than Saturday and Sunday, shall for purposes of this Section, consider his/her first day off as Saturday and the second day off as Sunday.
- D. An Employee who works on either the County observed holiday or the declared holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the County observed holiday and the declared holiday shall select which day will be compensated as overtime. For example, if Independence Day falls on a Saturday, the County will observe the holiday on Friday, July 3<sup>rd</sup>. An employee that is scheduled to work on both Friday and Saturday will be compensated as overtime for either Friday July 3<sup>rd</sup> OR Saturday July 4<sup>th</sup>.
- E. An employee, whose basic work week is other than Monday through Friday and whose regular day off falls on a declared holiday, shall at the discretion of the Department Head or his/her designee be entitled to:
  1. Equivalent compensated time off scheduled the working day preceding or following the declared holiday; OR
  2. Equivalent compensated time off scheduled within 60 days following the declared holiday; OR
  3. Pay for 8 hours work.

CTO due to any employee shall be equivalent to a maximum of 8 hours.

- F. A regular part-time employee shall be entitled to a holiday with pay only if:
  - 1. For such holiday the employee would be scheduled to work; AND
  - 2. Such employee is in a paid status on the date immediately preceding or succeeding the holiday (as defined in this Article). The employee shall receive the number of hours his/her schedule bears to full time (40 hour/week) employment.
- G. In order to be eligible for holiday pay, an employee must be at work or on paid leave on the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day immediately following the holiday. This does not affect people who work shifts and their regularly scheduled day off is before or after a holiday.

## **ARTICLE 11 LEAVE OF ABSENCE WITHOUT PAY (LWOP)**

### **Section 11.01. Departmental Leave**

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

### **Section 11.02. Official Leave**

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

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

- B. An official leave of absence may be extended for an additional year provided that the request for the extension is processed in the same manner as the original request and is made at least 10 days prior to the end of the originally authorized leave.
- C. The Human Resources Director shall be promptly notified of the return of an employee from an official leave of absence.
- D. When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave, and any extension thereof. Any person filling such position shall be an extra help or limited term employee.
- E. Failure of an employee to return upon termination of an authorized leave of absence shall be considered as an automatic resignation. Such resignation may be rescinded by the Department Head or his/her designee if the employee presents satisfactory reasons for the absence within 3 days of the date the resignation became effective.

### **Section 11.03. Leave without Pay: Vacation and/or Sick Leave Benefits**

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

### **Section 11.04. Educational Leave**

- A. Any employee with the approval of the Board may be granted educational leave of absence without pay for education or training.
- B. Any employee who is granted educational leave without pay shall not accrue any annual vacation or sick leave benefits during the period of such leave, but shall be entitled to the benefits of any hospitalization or life insurance program in effect; provided that the cost of such insurance shall be borne solely by the employee.

### **Section 11.05. Absent Without Leave (AWOL)/Tardy**

- A. Employees are expected to report to work in sufficient time to begin work at their designated start time and to return to work promptly from their break and lunch periods.
- B. Should an Employee be tardy without authorization, his/her time sheet shall reflect that s/he were AWOL for the amount of time s/he were tardy.
- C. It is understood that flexibility is in the interest of both the County and the employee; however, should the employee's position require prompt arrival or return to work; or the employee's tardiness becomes excessive or abuse;

progressive discipline may be imposed.

- D. Employees determined to be Absent Without Leave (AWOL) will be charged Leave Without Pay (LWOP) and will not be required to use vacation hours.
- E. Leave Without Pay will be charged in quarter (1/4) hour increments for any part of each quarter (1/4) hour an employee is AWOL.
- F. The employee's leave accruals shall not be charged due to tardiness unless requested by the employee and approved by the Department Head or his/her designee.

### **Section 11.06. Job Protected Leave**

The County provides the following job protected leaves: Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA) and California Pregnancy Disability Leave (PDL) as mandated by Federal or State law. More information may be obtained through the following links:

- **Family Medical Leave Act (FMLA):**  
<http://www.dol.gov/whd/fmla/>
- **California Family Rights Act (CFRA):**  
[http://www.dfeh.ca.gov/Publications\\_CFRADefined.htm](http://www.dfeh.ca.gov/Publications_CFRADefined.htm)
- **California Pregnancy Disability Leave (PDL)**  
[http://www.dfeh.ca.gov/Publications\\_StatLaws\\_PregDiscr.htm](http://www.dfeh.ca.gov/Publications_StatLaws_PregDiscr.htm)

If an employee feels s/he is entitled to a leave, the employee should contact Human Resources for the appropriate paperwork. The leaves will run concurrently where applicable. The County utilizes the rolling 12 month period measured backward from the date an employee uses FMLA/CFRA leave.

All accrued or available leave time runs concurrently with job protected leave unless the employee elects the exception outlined in Sections 11.01 or 11.02.

## **ARTICLE 12 ADMINISTRATIVE LEAVE**

### **Section 12.01. General Policy**

Any employee may be granted administrative leave with pay by the Department Head or his/her designee for unexpected County declared emergencies or pending investigation of possible improper performance.

## **ARTICLE 13 LEAVE FOR WITNESS DUTY**

### **Section 13.01. General Policy**

An employee shall be allowed leave with pay in any case where such employee is required by law to appear as a witness in any judicial or administrative proceeding connected with or arising out of the performance of such employee's official duties as a county employee provided, however, that the payment shall be made for such leave only upon remittance to the County of all witness fees to which the employee is entitled by law.

### **Section 13.02. Payment of Traveling Expenses**

In any case where an employee is required by law to appear as a witness in any judicial or administrative proceeding connected with or arising out of the performance of such employee's official duties as a county employee, such employee shall be reimbursed for all reasonable and necessary expenses incurred by such employee in making such appearance, including transportation, lodging and meals. However, in order to be entitled to such reimbursement, the employee must remit to the County any amount which such employee is entitled by law to receive as a witness including, but not limited to, any per diem or mileage allowance.



## **ARTICLE 14 LEAVE FOR JURY DUTY**

### **Section 14.01. General Policy**

An employee shall be allowed such time off with pay as required in connection with jury duty provided, however, that payment shall be made for such time off only upon remittance of full jury fees (not to include mileage), or upon submission of acceptable evidence that jury fees are waived.

- A. An employee shall notify his appointing authority immediately upon receiving notice of jury duty.
- B. An employee who uses vacation leave or compensatory time off while on jury duty shall not be required to remit or waive jury fees in order to receive his regular salary.
- C. The employee shall be required to return to work on any day s/he are excused from jury duty with over an hour remaining of the work day, or charge the remainder of the day to vacation.

## **ARTICLE 15    MILITARY LEAVE**

### **Section 15.01. General Policy**

Refer to the Military Leave provision outlined in **Article 16 of the Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba**. The County provides Military Leave as mandated by State and Federal Law.

If an employee feels they are entitled to a leave, the employee should contact Human Resources for the appropriate paperwork.

## **ARTICLE 16 DELETED JULY 2016 PROVISIONS GOVERNING JOB RELATED INJURIES & LEAVES FOR DISABILITY & EXTENDED ILLNESS**

The article formerly referenced as "Provisions Governing Job Related Injuries & Leaves For Disability & Extended Illness" was deleted from the MOU per mutual agreement.

## **ARTICLE 17 ASSIGNMENTS REQUIRING UNIFORM CLOTHING**

### **Section 17.01. Uniforms Required**

When required for the convenience and benefit of the County, employees may be required to wear uniform clothing as specified by the Sheriff or his/her designee.

### **Section 17.02. Maintenance Provisions**

With the approval of the Board, the Sheriff or his/her designee may authorize the provision or partial provision for such clothing and the cleaning and maintenance of such clothing, or he may authorize payment of a clothing allowance in lieu of such provisions.

### **Section 17.03. Sheriff Department Uniform Allowance**

A uniform allowance shall be granted to Sheriff Department personnel required to wear uniforms. New employees required to wear a uniform shall receive their first set of uniforms upon entering service. The Department will determine what the uniform needs are and provide the first set at no cost to the employee. In the event that the Sheriff or his/her designee approves a change in the uniform, the full cost of any new uniform shall be borne by the County.

Employees required to wear uniforms shall be paid a uniform allowance of **\$73.33 per month**, payable in arrears on the regular pay day of each month.

### **Section 17.04. Safety Equipment**

The County agrees to supply safety equipment to all new employees and to replace equipment as needed for current employees.

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

1. Handgun
2. Holster
3. Gun Belt
4. Magazine Holder
5. Flashlight
6. Handcuffs
7. Handcuff Case
8. CPR Mask
9. Keeper Straps (4)
10. Glove Pouch
11. Rain Pants – Seasonal upon Request
12. Rain Jacket – Seasonal upon Request
13. Rain Boots – Seasonal upon Request
14. Badge
15. Vest
16. Radio and Associated Accessories

17. Asp Baton with Case
18. Department Approved Chemical Agent with Case

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

1. Handgun
2. Holster
3. Gun Belt
4. Keeper Straps (4)
5. Magazine Holder
6. Handcuffs
7. Handcuff Case
8. Badge
9. Flashlight
10. Radio and Associated Accessories
11. Department Approved Chemical Agent with Case
12. CPR Mask

When reference is hereafter made to the County supplying safety equipment to employees, it is intended that each employee shall be provided with one of each of the items identified above unless otherwise specified.

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

1. Return of safety equipment
  - a. An employee who terminates his/her employment for any reason who has been issued safety equipment by the County shall promptly return all such equipment to the County.
  - b. An employee who has been issued safety equipment by the County who is subsequently promoted, demoted or transferred to any position requiring less safety equipment, shall promptly return to the County all safety equipment items not required of the new position.
2. Replacement of safety equipment items.
  - a. Safety equipment shall be considered for replacement at any time that such equipment does not meet the standards specified by the Department Head or his/her designee and/or when the normal life expectancy of individual items has been reached. The life expectancy of new items for purposes of this section is set forth in the following table:

8 years

Flashlight  
Rain Jacket  
Holster

Magazine Holder  
Keeper straps  
Long baton

Gun Belt  
Glove Pouch  
Handcuff Case

Chemical Agent Case  
Rain Pants  
Rain Boots

- b. The County shall inspect safety equipment. At the time of the inspection, the Department Head or his/her designee shall determine the condition of the item and, based upon its condition, shall specify either that such equipment be replaced or repaired.
3. Damage to or loss of safety equipment items. Any employee who sustains a loss of or damage to the safety equipment items specified other than ordinary wear and tear shall immediately report such damage or loss to the Department Head or his/her designee.
- a. If a determination is made by the Department Head or his/her designee that the damage or loss resulted from carelessness or negligence on the part of the employee, the employee will be required to replace the item at his/her own expense.
  - b. If a determination is made by the Department Head or his/her designee that the damage or loss did not result from carelessness or negligence on the part of the employee, such equipment shall be replaced at the County's expense.

## ARTICLE 18 ASSIGNMENTS REQUIRING TRAVEL

### Section 18.01. Travel Expenses

Whenever an employee is ordered or authorized to travel in the performance of his/her duties, s/he shall be compensated for the necessary travel expenses at actual cost, including transportation, lodging and meals.

If during the term of this agreement, the Auditor Controller asks the Board to modify the Travel Policies and Procedures, Human Resources will notify the Union in writing of such proposed changes, and meet and confer in the event the Union requests to meet and confer in writing over the proposed changes.

### Section 18.02. Travel Allowances

- A. **General Travel.** The Board shall fix maximum allowable travel expenses which shall apply, uniformly, to all employees.
- B. **Peace Officer Standards and Training (P.O.S.T.) Training.** When an employee attends P.O.S.T. out of town training, the County shall advance to the Employee expenses estimated in accordance with P.O.S.T. reimbursement guidelines. Final adjustments shall be made by the Employee upon return.

### Section 18.03. Assignments Requiring Travel

- A. **Purpose.** This article sets forth the minimum authorization requirements for driving a County-owned or privately-owned vehicle by employee or volunteer who is authorized to drive on County business and also sets forth standards of driving performance. These requirements and performance standards are necessary to reduce the County's risk liability to a minimum level.
- B. **The Department Head or his/her designee and Employee responsibility.** The Department Head or his/her designee may authorize driving privileges to an employee or volunteer who must drive a County-owned, a County-leased and/or a privately owned motor vehicle to perform his/her assigned functions, provided the employee meets the following requirements:
  - 1. Presents to the Department Head or his/her 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.
  - 3. Maintains a valid California driver's license.
  - 4. If requesting authorization to drive his private car then s/he must certify to having minimum liability insurance coverage as required by the financial responsibility law of the State Vehicle Code and has California license plates on the vehicle.

- C. **Authorization forms.** Driver authorizations forms for both county and private cars shall be developed and revised as necessary by the County Human Resources Department. The Department Head and his/her designee shall use the appropriate form(s).
- D. **Motor vehicle record check.** Motor vehicle record checks may be made by the County Human Resources Department with the cooperation of the California State Department of Motor Vehicles in the following instances:
1. New driver authorizations.
  2. Renewals of driver authorizations.
  3. Whenever deemed necessary by the Safety Board's Accident Review Committee and/or the Department Head or his/her designee.

All record checks shall be deemed confidential material.

- E. **Cancellation.** An authorized driver's driving privilege shall be deemed to be automatically canceled if a motor vehicle record check on the employee or volunteer driver reveals that such driver has no license, or has a suspended or revoked license. The Department Head or his/her designee shall cancel a previously authorized driving privilege whenever an employee or volunteer retires, terminates, is discharged, or whenever the privilege is no longer necessary for job functions.
- F. **Poor driving performance.** When an employee is required to drive in the performance of duty, his 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 his/her designee who will be expected to take all means available to identify a poor driver and to improve his/her 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 his/her designee shall monitor the accident reports of employees in order to control and minimize the risk liability to the County. To assist in the identification of poor drivers, the following may be considered:
1. **Repeated non-serious accidents.** These are instances where an authorized driver has a record of 3 or more on-the-job, non-serious, preventable vehicle accidents in the past 12 months, or 4 in 24 months. Non-serious, preventable accidents are accidents that do not result in injuries to persons nor is there damage to the property of any 1 person or the County that is more than \$250.
  2. **Serious preventable vehicle accidents.** This is defined as any time an authorized driver has a preventable vehicle accident on-the-job resulting



in injury or death, or damage to property of any one person or the County exceeding \$250.

3. **Willful misconduct or recklessness.** This is any occasion when the facts reported to the Department Head or his/her designee appear to show acts more serious than a simple failure to exercise due care.
4. **Citizen complaints.** Citizen complaints or complaints from other County employees against a County driver for alleged improper driving for whatever reason shall normally be validated and investigated by the County Human Resources Department. Findings shall be reported to the Department Head for action or disposition which is in accordance with this Article.

## **ARTICLE 19 LAW ENFORCEMENT EDUCATIONAL AND P.O.S.T. CERTIFICATE INCENTIVE PROGRAM**

### **Section 19.01. General Policy**

The Law Enforcement Educational and P.O.S.T. Incentive Program has the purpose of encouraging educational achievement to enhance law enforcement services and provide for employees who are better equipped to meet the needs of the residents of the County.

### **Section 19.02. Eligibility**

All MSA employees shall be eligible for the Incentive Program.

### **Section 19.03. Qualification Criteria**

#### **A. Educational Incentive**

1. In order to qualify, an eligible applicant must have completed an Associate of Arts or Science degree OR a Bachelor of Arts or Science degree from an accredited college or university in one of the following major course areas; psychology, sociology, business administration, public administration, social science, criminology, police science, administration of justice or criminal justice.
2. Should a major not be stated on a transcript or diploma, the attainment of 18 units in only one of the above course areas shall be considered equivalent to a major in that area of study. Transcripts must be submitted to substantiate the 18 units.
3. Law enforcement educational and P.O.S.T. incentive will be credited in the first (1<sup>st</sup>) pay period reasonably available after submission of qualifying proof of formal education.

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

1. In order to qualify, an eligible applicant must have completed an Intermediate P.O.S.T. Certificate or an Advanced P.O.S.T. Certificate.
2. P.O.S.T. incentive will be credited in the first pay period reasonably available after submission of qualifying proof of formal education.

### **Section 19.04. Procedures**

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

- B. Employees who believe they meet the eligibility and qualifications criteria must file a request for determination of eligibility with the Human Resources Department. Once qualification has been determined according to the provisions included herein, no further filing is required unless there has been a change in the individual's qualification status or a break in service has occurred. Employees may only qualify on the basis of 1 certificate or 1 degree.

### Section 19.05. Compensation

- A. **Monthly.** Effective July 1, 2016, the Auditor shall pay to each eligible and qualified employee, based on proof of qualification furnished through the Human Resources Director a monthly incentive of:

CLASSIFICATION	AA DEGREE	BA DEGREE
CHIEF DA INVESTIGATOR	\$135	\$265
CORRECTIONAL LIEUTENANT	\$160	\$320
CORRECTIONAL SERGEANT	\$120	\$240
SHERIFF'S LIEUTENANT - OPERATIONS	\$165	\$330
SHERIFF'S SERGEANT - CORRECTIONS	\$135	\$275
SHERIFF'S SERGEANT - OPERATIONS	\$135	\$275
SUPERVISING WELFARE FRAUD INVESTIGATOR	\$135	\$265

Degree must be in specified area.

OR

P.O.S.T. Certificate	Rate
Intermediate P.O.S.T. Certificate	\$75.00 per month
Advanced P.O.S.T. Certificate	\$125.00 per month

- B. The total of the educational incentive shall not exceed the amounts listed above.. The total of the P.O.S.T. Certificate incentive shall not exceed **\$125.00**. Employees who have both an Associate's Degree and a Bachelor's Degree shall receive educational incentive for only the Bachelor's Degree. Employees who have both Intermediate and Advance P.O.S.T. Certificates shall receive incentive pay for only the Advanced Certificate. Employees with both educational degree(s) and P.O.S.T. certificate(s) shall receive incentive pay for one or the other, upon election of the Employee, and not for both the degree(s) and certificate(s).

## **ARTICLE 20 DELETED JULY 2016 INJURY AND ILLNESS PREVENTION PROGRAM**

The article formerly referenced as "Injury And Illness Prevention Program" was deleted from the MOU per mutual agreement.

## **ARTICLE 21 BILINGUAL PAY**

### **Section 21.01. General Policy**

The County has identified certain positions which require bilingual language skills. Positions approved for bilingual pay will generally be those rendering services linking the County with clients who are largely monolingual in a language other than English. Designated bilingual employees will be expected to continue to perform all other job duties required of them by their classification.

### **Section 21.02. Qualification**

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

### **Section 21.03. Premium Compensation**

Employees in these designated positions shall be paid premium compensation as follows:

Employees shall receive **\$70.00** per month for bilingual pay.

Bilingual pay will be payable at the full monthly rate in any month a designated bilingual employee is on paid status at least half of the month. If a designated bilingual employee is on unpaid status or has been placed on paid administrative leave for more than half of the month, the bilingual pay will be reduced by half. No bilingual pay will be paid in a month if an employee is on LWOP or paid administrative leave for the entire month.

Designated bilingual employees hired or assigned bilingual pay within the first 15 days of the month shall receive the full monthly rate for their first month of employment; those hired or assigned bilingual pay after the 15<sup>th</sup> of the month will receive half of the bilingual pay for their first month of employment.

Designated bilingual employees leaving County service during the first 15 days of the month will receive half of the bilingual pay for that month; those leaving service any time after the 15<sup>th</sup> of the month will be paid the full monthly rate.

## **ARTICLE 22 DELETED JULY 2016 PRE-EMPLOYMENT MEDICAL REVIEW PROGRAM**

The article formerly referenced as "Pre-Employment Medical Review Program" was deleted from the MOU per mutual agreement.

## **ARTICLE 23 SHERIFF'S DEPARTMENT SPECIAL COMPENSATION**

### ***Section 23.01. Resident Hill Sergeant Assignment Pay***

Employees who are assigned the duties of a Resident Hill Sergeant shall be paid premium compensation on the condition that they reside in the Yuba County hill area. They shall be paid this compensation for each month they are assigned the duties of a Resident Hill Sergeant.

A Sheriff's Sergeant who is assigned to the hill area shall be paid: **\$160/mo.**

Employees may be reassigned for a period of up to 90 consecutive days, during any 12 month period. They shall continue to receive Resident Hill Assignment Sergeant Pay during this time, but shall not be entitled to any travel pay for this assignment. This assignment may not be grieved or appealed.

### **Section 23.02. Trainers Pay**

Employees who are assigned by the Sheriff to a Jail Training Officer (JTO) or a Field Training Officer (FTO) specialized unit of duty will receive premium compensation for all hours worked (includes regular and overtime hours worked). This premium compensation will apply only to those positions and in the monthly amounts listed below:

<b>JTO Program Sergeant Corrections</b>	<b>\$240.00 per month</b>
<b>FTO Program Sergeant Patrol</b>	<b>\$270.00 per month</b>

### **Section 23.03. Specialty Assignment Incentive Pay**

The County agrees to increase the monthly salary for each month an employee is assigned to the specialty assignment:

<b>Detective Unit – Sergeant</b>	<b>\$270.00 per month</b>
<b>Detective Unit – Lieutenant</b>	<b>\$330.00 per month</b>
<b>Classification – Sergeant</b>	<b>\$240.00 per month</b>

The Detective Unit Assignment shall include the responsibility to be on-call/on-standby. Employees with standby/on-call responsibility as part of their duties who receive premium pay under this section shall not be eligible for the standby pay.

## **Section 23.04. Shift Differential**

Employees who are assigned to swing shift shall be paid an additional **\$5.00** per shift worked.

Employees who are assigned to graveyard shift shall be paid an additional **\$10.00** per shift worked. In no case shall an employee receive both swing and graveyard differential pay for any one shift.

Employees who work a combined shift of swing and graveyard will be compensated for the shift in which the majority of hours are worked. If the hours are equal, the employee shall receive the higher compensation.

Shift differential shall not be included in the employee's base pay rate when computing overtime compensation, except where the FLSA so requires. Any employee, who is regularly assigned to either swing shift or graveyard shift who receives a shift differential and who does not report to work, shall not receive the shift differential.

- A. **Swing Shift Differential.** For purposes of this section, "swing shift" differential shall be defined as an assigned work shift of 7 or more consecutive hours which includes at least 4 hours of work between the hours of 4:00 p.m. and 12:00 a.m. (midnight).
- B. **Graveyard Shift Differential.** For purposes of this section, "graveyard shift" differential shall be defined as an assigned work shift of 7 or more consecutive hours which includes at least 4 hours of work between the hours of 12:00 a.m. (midnight) and 8:00a.m.

Shift differential will be paid to employees assigned to swing and/or graveyard shifts only. Overtime which is worked as an extension of an assigned shift shall not qualify an employee for shift differential.



## **ARTICLE 24 DELETED JULY 2016 VOLUNTARY TIME OFF (VTO) PROGRAM**

The article formerly referenced as "Voluntary Time Off (VTO) Program" was deleted from the MOU per mutual agreement.

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

### **Section 25.01. Regular Employees – Disciplinary Action and Notice**

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

- A. When an employee receives a formal written reprimand from an appointing authority, the employee has 10 work days after receipt of the letter to file a written or oral response to the letter. (Public safety officers have 30 days in accordance with Section 3306 of the Government Code.) The Department Head or his/her designee may then modify, amend, or revoke any part of the formal written reprimand. The employee's response will be considered by the Department Head or his/her designee. If it is demonstrated that any part of the formal written reprimand is inaccurate or not factually supported it will be modified, amended, or revoked. Unless revoked completely, the formal written reprimand as amended or modified by the Department Head or his/her designee along with any written response shall be placed in the employee's personal history file in the Human Resources Department. The written reprimand and response shall remain in the employee's personal history file for a period not to exceed 2 years from the date the final reprimand was issued.
- B. Prior to suspension, demotion, or dismissal, the Department Head or his/her designee must contact and discuss such action with the Human Resources Director and/or the County Counsel or their designees.
- C. After the discussion in Subsection B above, an appointing authority who concludes that suspension of more than 5 work days, demotion or dismissal is justified, shall notify the affected employee(s) in writing of the proposed action; the reasons therefore with a copy of charges and material on which it is based (except that the department may not use critical incident reports which are over 12 months old or involve behavior not referenced in a prior evaluation or a disciplinary action), and the right to respond to the Department Head or his/her designee. Said notice must be served on the employee at least 5 work days before the intended action.
- D. The employee shall be entitled to a meeting with the Department Head or his/her designee within 5 working days of notice of the proposed action to answer the charges; OR to present an answer in writing to the charges during the same period. Subsequent to the meeting with or review of written material provided by the employee(s), the Department Head or his/her designee may:
  - 1. Carry out the disciplinary action by written order;
  - 2. Negate the intended action;
  - 3. Impose a lesser disciplinary action; OR

4. Notify employee of a greater disciplinary action intended within 5 calendar days before the intended action and a meeting/review of written material as set forth in Subsection D above.
- E. For suspensions of 1 through 5 days, Subsection C through E above may be administered after the beginning of the disciplinary action but no later than 7 calendar days after imposition of the disciplinary action.
- F. All written orders shall be served on the employee and a copy sent to the Human Resources Department. If personal service upon the employee is impossible, a copy of the order shall be sent by registered mail to the employee at his or her last known address.
- G. Management reserves the right to immediately suspend an employee for irrational or improper behavior prior to the written notice required in Subsection C above with the reviews and notices required in the above subsections begin as soon as possible after the imposition of the suspension.

## **Section 25.02 Causes for Discipline**

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

- A. Fraud in securing appointment, including but not limited to falsification of application in securing appointment, and false information concerning professional licenses or certifications.
- B. Incompetency.
- C. Inefficiency.
- D. Inexcusable neglect of duty.
- E. Insubordination.
- F. Dishonesty.
- G. In possession of, or trafficking in, or under the influence of alcoholic beverages or illegal drugs while at work or on county property.
- H. Intemperance.
- I. Inexcusable absence without leave.
- J. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- K. Discourteous treatment of the public or other employees.
- L. Political activity which is in violation of federal, state or local laws and regulations.
- M. Use of county property in violation of law or Board order.

- N. Violation of this MOU and any rule set forth in the Merit Resolution 2002-21 or as may be amended.
- O. Any other failure of good behavior or acts either during or outside of duty hours which are incompatible with or inimical to the public service.
- P. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
- Q. Violation of any of the provisions set forth in the Merit Resolution 2002-21, Article 19, Prohibited Activities.
- R. Violation of The Employment of a Relative rule set forth in the Merit Resolution 2002-21, Article 3, Subsection 10.
- S. Violation of written County or departmental policies including but not limited to those relating to safety issues, harassment, discrimination and/or violence.
- T. Neglect or willful damage to public property or waste of public supplies or equipment.
- U. Failure or refusal to cooperate in an investigation being conducted by the County.

### **Section 25.03. Right of Appeal**

- A. Any regular employee who is suspended, demoted or dismissed, except for dismissal or demotion of a probationary employee, may appeal from such order by filing notice of appeal with the County Human Resources Director within 5 working days after service on such employee of the order as herein above provided. Probationary employees shall have no right of appeal for dismissal or demotion except as contained in the County Merit Resolution #2002-21, Article 14 and the County Ordinance Code Section 3.10.100(ii). Within 15 days from the date of service of said order upon the employee, such employee shall file with the Human Resources Director an answer in writing to the charges set forth in the order of disciplinary action. The Human Resources Director shall review said order, notice of appeal, and answer and shall then discuss the disciplinary action and appeal with the employee and/or his/her representative and the Department Head or his/her designee in order to determine if a hearing is necessary.
- B. In the event an agreement regarding disposition of the matter cannot be reached within 15 days after filing of the answer to the charges, and upon the request of the employee the Human Resources Director will contact the State of California, Office of Administrative Procedures to request the assignment of a Hearing Officer to hear the appeal. In the event the Office of Administrative Hearings cannot provide an Administrative Law Judge to preside over the hearing within 30 days from the date of the appeal, the Human Resources Director may obtain a list of 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 shall 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 his/her representative must agree within 10 days to a hearing date after contact by the Human Resources Director or the appeal will be considered to have been abandoned by the employee and will not be scheduled. Said Hearing Officer will commence hearing the matter as soon as possible.

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

### **Section 25.04. Hearing**

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

- A. The Hearing shall be public except that, if the employee requests that the matter be heard privately, it shall be so heard.
- B. Subpoenas and Subpoenas Duces Tecum may be issued in accordance with Section 11510 of the Government Code.
- C. The Hearing shall be conducted in accordance with Section 11513 of the Government Code.
- D. The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this Section and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the Hearing Officer. In those cases where the Board reheard the matter as provided by Section 25.05 of this Article, the Board shall establish such time limitations.
- E. All costs related to the Hearing directed to be incurred by the Hearing Officer and all fees of the Hearing Officer will be shared equally by the parties, except that,
  - 1. In the event the employee is fully reinstated; OR
  - 2. The employee is in a position funded in whole or in part by the federal or state government which comes under Section 19800 of the Government Code of the State of California, such costs and fees will be borne by the County department imposing the discipline.

At the County's discretion, and when the employee is not represented by an association or legal defense fund, the employee's estimated share of the costs shall be deposited with the county prior to scheduling of the hearing. Should the costs exceed the estimate, the employee's salary may be subject to automatic

withholding in an amount not to exceed 10% of gross pay per month until paid in full. The County will give no less than 2 weeks prior notice to the commencement of such withholding and employee will execute any and all documents reasonably requested by county to permit such withholding. Failure to execute such agreement will subject the employee to discipline. Other costs including attorney fees shall be borne by the party who incurs said costs.

## **Section 25.05. Decision**

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

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

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

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

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

1. In cases where discrimination in suspension, demotion, or dismissal based on race, religion, color, sex, marital status, handicap, medical condition, age, ancestry, or national origin is alleged and proven, the Hearing Officer shall have the authority to reinstate the employee without prejudice where such decision is supported by the written findings of the Hearing Officer.
2. For employees in positions funded in whole or in part by the federal or state government which come under Section 19800 of the Government Code of the State of California, the decision of the Hearing Officer, in

matters of demotion or dismissal, is final and binding upon all parties within the limits and the authority of Hearing Officers as may be found in relevant sections of this MOU.

3. The Hearing Officer shall have no power to alter, amend, change, add to or subtract from any ordinance, resolution, rule or regulation approved by the Board of Supervisors.
4. The Hearing Officer shall have no power to award punitive damages.
5. The Hearing Officer's findings and award shall be based solely on the evidence presented at the hearing.
6. The decision of the Hearing Officer, as outlined in Subsection B.1 and B.2 above, shall not be subject to modifications by the Board of Supervisors and shall be implemented by Board order.

## **ARTICLE 26 EMPLOYEE PERFORMANCE APPRAISAL AND EVALUATION**

### **Section 26.01. Purpose**

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

### **Section 26.02. Procedures**

- A. All regular employees, except as noted, shall receive at least an annual written performance appraisal and evaluation on forms prescribed and/or approved by the Human Resources Director.
- B. Employee performance evaluations shall contain at least the following:  
An assessment of:
  - 1. Quality and quantity of work performance,
  - 2. Work attitude,
  - 3. Attendance,
  - 4. Employment development; a constructive plan of action for employee performance improvement and personal development.
- C. The employee appraisal and evaluation forms for each employee, when completed by the Department Head or his/her designee, will be filed in the employee's central personnel file in the Human Resources Department. All forms so filed must contain the signature of at least the Department Head or his/her designee and a notation or signature of the employee that s/he has been apprised of the evaluation.
- D. Employee work performance will be reviewed at least once each calendar year and under the following conditions:
  - 1. At least 1 month before an employee's salary anniversary date when a merit step increase is to be considered;
  - 2. Employees shall be evaluated at 3 intervals during the probationary period and at least 1 month before the completion of the probationary period; AND
  - 3. At such times as the Department Head or his/her designee decides that an assessment of employee work performance is appropriate.



- E. The department will develop for each position or group of positions reasonable job performance criteria on which to base the assessment of employee work performance.
- F. Evaluations shall include narrative remarks to support the overall rating.
- G. An employee who receives a rating of overall less than satisfactory and/or a recommendation for denial of his/her merit step increase will have included in their evaluation:
  - 1. A clear statement identifying specific problems with the employee's work performance which support the rating and/or merit increase denial;
  - 2. Factual evidence to support any identified statements of deficiency;
  - 3. Reference to any prior counseling regarding problems with the employee's performance;
  - 4. Constructive recommendations for improving or addressing performance deficiency;
  - 5. A suggested time frame for improvement.
- H. Outstanding performance shall be recognized as well.
- I. Each performance appraisal covering a particular time period shall document only that performance which actually occurred during the subject appraisal period.

### **Section 26.03. Review of Performance Appraisal**

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

## ARTICLE 27 LAY-OFF AND REINSTATEMENT

### Section 27.01. Lay-Offs

The Department Head or his/her designee may lay off employees pursuant to this Article:

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

### Section 27.02. Order of Lay-Offs

Employees shall be laid off in the following order:

- A. Lay-off shall be by department and class within the department except as otherwise noted herein.
- B. When it becomes necessary to reduce the force in any department, lay-off of regular employees shall be in the order in which their names appear on the Lay-Off List for the affected class, as prepared by the Human Resources Director, with those persons having the least seniority credit being first laid off.
- C. A designated position which requires special or unique knowledge or skills critical to the operation of county business which is in the same class as other positions within a department or office may be exempted from the provision in this Article when recommended by the Department Head or his/her designee and approved by the County Administrator.

### Section 27.03. Lay-Off List Computation

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

- A. **Seniority Defined**
  1. For each employee, except as modified in Section 27.02 of this Article, seniority will be measured from such employee's initial appointment to permanent County service. Seniority shall not be calculated nor included for any period during which the employee did not receive compensation. For any employee who is re-employed after permanent separation, seniority shall be measured from the date of his/her most recent appointment.
  2. Regular employees who held seasonal or limited term status prior to permanent appointment shall receive seniority credit for said status only if the service was continuously compensated employment prior to a permanent position.

3. One (1) point seniority credit shall be given for each full calendar month of service as specified in Subsection A.1 and A.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. Except that permanent part-time employees shall receive seniority credit on a proportionate basis to their monthly regular schedule services.
- B. **Tie Breaking.** When two or more regular employees have the same total Lay-Off credit, the tie shall be broken and preference given in the following sequence:
1. Employees with the greatest seniority as reflected by the date of appointment as computed in Subsection A of this Section.
  2. Employees with the highest position on the employment list of permanent appointment to his/her present class.
  3. Random drawing.

#### **Section 27.04. Notice of Lay-Off**

The Department Head or his/her designee shall send written notice 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 his/her designee, then s/he shall serve said notice by personal service. If personal service cannot be made, said notice shall be effective when mailed by ordinary mail to said address. Notice of Lay-Off shall be mailed or delivered to all regular employees affected by a layoff at least 15 days prior to the effective date of the action. Said notice shall 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 shall be notified of appointment termination at least 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 27.05. Demotion and Displacement in Lieu of Lay-Off**

- A. In lieu of being laid off, an employee may elect demotion and displacement in lieu of lay-off in the same department, to a class previously held by said employee

- with a lower 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.
- B. Demotion and displacement rights to specified classifications shall be applicable only within the department and subject to lay-off list provisions in this Section based on seniority and ability.
  - C. Notwithstanding Subsection A and B above, employees who are transferred in accordance with the Merit Resolution #2002-21, Article 15, Section 2 and are subject to lay-off, should retain their rights to demotion and displacement in lieu of lay-off in the previous department or to whichever department the employees previous position has been allocated to if the interdepartmental transfer was initiated by the County. Should an employee exercise their rights under this section, all conditions and provisions of these rules shall be applicable.
  - D. To be considered for demotion and displacement in lieu of lay-off, an employee must notify the Human Resources Department in writing of this election no later than 5 calendar days after receiving the notice of lay-off. Regular employees shall have an additional 5 calendar days after each notification that lay-off credit is insufficient to allow displacement as computed in Section 27.03 of this Article. The Human Resources Director must be notified, in the time frame noted above, for a regular employee to elect to displace to the next lower class.
  - E. The Department Head or his/her designee may request that his/her department be exempted from this Section if s/he is able to demonstrate to the Board of Supervisors that this process would damage the overall efficiency and effectiveness of the department.

### **Section 27.06. Extra-Help Employment for Laid Off Employees**

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

### **Section 27.07. Priority Consideration**

An employee who has received formal notice of their separation from employment resulting from a pending layoff in accordance Section 1 of this Article, may elect to have his/her name forwarded for Priority Consideration for any County vacancy for which s/he 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 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, the department head or designee is required to interview all employees whose names are submitted to him/her, before making a final decision on filling the vacancy. If the department head would still prefer to consider applicants from

a Merit List, s/he may do so without rejecting from consideration anyone on the layoff list until a final selection is made for their vacant position.

Employees who want to participate in this program must submit a request in writing to the Human Resources Department, and complete a current application (with resume if s/he 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 his/her layoff and separation from county employment.

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

## ARTICLE 28 SALARY

### Section 28.01. Salary Adjustment

Effective July 1, 2016, all MSA represented employees will receive an \$800 lump sum adjustment which shall be paid with the July paid August 2016 payroll. This one time lump sum adjustment is in lieu of a COLA.

### Section 28.02. Future Cost of Living Adjustment (COLA)/Future Salary Adjustments

In addition to the above salary adjustment, the following will be implemented:

**Effective 7/1/2017**, salaries for those positions represented by the MSA will receive a 2% cost of living adjustment. In addition to the 2% COLA a 1% salary adjustment will be made for the following classifications: Correctional Lieutenant., Correctional Sergeant., Sheriff's Sergeant -Corrections, Chief DA Investigator and Supervising Welfare Fraud Investigator.

**Effective 7/1/2018**, salaries for those positions represented by the MSA will receive a 2% cost of living adjustment. In addition to the 2% COLA a 1% salary adjustment will be made for the following classifications: Correctional Lieutenant., Correctional Sergeant., Sheriff's Sergeant -Corrections, Chief DA Investigator and Supervising Welfare Fraud Investigator.

#### **Classification Adjustment:**

The classification of Sheriff's Sergeant – Corrections shall be Correctional Sergeant. The classification adjustment was made on July 1, 2008 and thereafter as current incumbent(s) vacate the previous classifications of Sheriff's Sergeant – Corrections.

The incumbent(s), at the time of the adjustment, shall not be adversely affected by this Subsection.

### **Section 28.03 Equity Adjustments:**

The County will implement salary equity adjustments as described below for those classifications that were below the mean based on classification comparisons in the surrounding Counties of Butte, Sutter, Nevada and Yolo.

Effective July 1, 2016 an equity adjustment of 3% for the following classifications: Sheriff's Sergeant - Operations and the Sheriff's Lieutenant – Operations.

Effective January 1, 2018 an equity adjustment of 3% for the following classifications: Sheriff's Sergeant - Operations and the Sheriff's Lieutenant – Operations.

## ARTICLE 29 RETIREMENT

### Section 29.01. Retirement Formula

Retirement formula will be determined in accordance with Public Employment Retirement Law, the Public Employees Pension Reform Act of 2013 and this Memorandum of Understanding. Where conflicts arise the law will prevail.

Employees identified by CalPERS as **Classic Members**:

- The 2% @ 50 PERS Formula shall be provided for Public Safety category employees.
- The 2% @ 55 PERS Formula shall be provided for Miscellaneous category employees.

Employees identified by CalPERS as **PEPRA New Members**:

- The 2.7% @ 57 PERS Formula shall be provided for Public Safety category employees.
- The 2% @ 62 PERS Formula shall be provided for Miscellaneous category employees.

All other current retirement benefits in the existing contract between the County and PERS shall remain in effect.

### Section 29.02. PERS Retirement Contribution

#### County Employer Contribution:

##### Safety:

For the 2016/2017 fiscal year, the total pension cost charged by CalPERS (County and employee contribution) for Safety Classic Members is **34.759%** of PERSable payroll.

Effective July 1, 2016 and continuing through the 2016/2017 fiscal year, the County shall contribute **25.759%** of PERSable payroll.

##### Miscellaneous:

For the 2016/2017 fiscal year, the total pension cost charged by CalPERS (County and employee contribution) for Misc Classic Members is **25.343%** of PERSable payroll.

Effective July 1, 2016 and continuing through the 2016/2017 fiscal year, the County shall contribute **18.343%** of PERSable payroll.

### **Classic Members Employee Retirement Contribution:**

As of **July 1, 2016 (FY 16/17)**, this Employee contribution is as follows:

#### **Safety Classic Member:**

Employees identified by CalPERS as Safety Classic Members currently have an employee contribution of **9%**.

#### **Miscellaneous Classic Member:**

Employees identified by CalPERS as Miscellaneous Classic Members currently have an employee contribution of **7%**.

*[Refer to Employee Sharing Additional Cost section below for future employee contribution rates.]*

### **PEPRA New Members Employee Retirement Contribution:**

Employees identified by CalPERS as PEPRA New Members will have an employee contribution rate of at least 50 percent of the normal cost rate for the defined benefit plan, rounded to the nearest  $\frac{1}{4}$  percent; adjusted periodically as determined by PERS (as adjusted by CalPERS in accordance with Section Code 7522.30(b)).

Effective **July 1, 2016, (FY 16/17)**, this PEPRA New Member employee contribution is as follows:

#### **Safety PEPRA New Member:**

Employees identified by CalPERS as PEPRA New Safety Members have an employee contribution of **10.750%**.

#### **Miscellaneous PEPRA New Member:**

Employees identified by CalPERS as PEPRA New Miscellaneous Members have an employee contribution of **6.25%**.

Employees identified as **PEPRA New Members** shall pay the full employee contribution as determined annually by CalPERS.



### **Employee Sharing Additional Cost (Classic Members):**

The County of Yuba and MSA have negotiated a contract which includes **Classic** Member employees paying a portion of the employer's share of pension cost beginning in the 2017/2018 Fiscal Year. This agreement will amend the County's Safety and MISC Members contract to provide Section 20516 for Safety and MISC Members in the MSA effective July 1, 2017. If the required CalPERS ballot initiative for the contract does not pass, MSA and the County agree to meet and confer to determine how to recover the savings lost from that agreement.

**Effective July 1, 2017**, or as soon thereafter as the CalPERS retirement contract can be amended, the CalPERS Employer Pension Contribution will be as follows:

- **MSA Safety Classic Members** agree to pay an additional **1.5%** toward the Employer Contribution.
- **MSA MISC Classic Members** agree to pay an additional **.5%** toward the Employer Contribution.

**Effective July 1, 2018**, or as soon thereafter as the CalPERS retirement contract can be amended, the CalPERS Employer Pension Contribution will be as follows:

- **MSA Safety Classic Members** agree to pay an additional **1.5%** toward the Employer Contribution.
- **MSA MISC Classic Members** agree to pay an additional **.5%** toward the Employer Contribution.

### **Classic Members Employee Retirement Contribution Rate (due to Employee Share of Cost):**

The CalPERS retirement contract amendment will result in the following changes to the employee contribution rate:

**Effective July 1, 2017:**

- **MSA Safety Classic Members** employee contribution **10.5%**.
- **MSA MISC Classic Members** employee contribution **7.5%**.

**Effective July 1, 2018:**

- **MSA Safety Classic Members** employee contribution **12%**.
- **MSA MISC Classic Members** employee contribution **8%**.

**Section 29.03. Pre-Retirement Option 2 Death Benefit**

The County contracts with CalPERS to provide Section 21548 Pre-Retirement Option 2W Death Benefit for employees. 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.

**Section 29.04. Peace Officers Research Association of California (PORAC) Retiree Medical Reimbursement Trust**

At the request of the MSA, once program implementation requirements are developed, discussed and approved by the County, employees may participate in the PORAC Retiree Medical Reimbursement Trust. It is understood by the County and the MSA, that the County will not make any monetary contributions to the trust on behalf of the County or an employee. The County's sole responsibility, if the program is approved by both parties to be implemented, is to transfer monetary contributions made by the employees through payroll deductions to the PORAC Retiree Medical Reimbursement Trust Administrator.

**Section 29.05. Credit for Unused Sick Leave**

The County contracts with the Public Employees Retirement System (PERS) to provide Section 20965 Credit for Unused Sick Leave Benefit for employees. 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. For policy and procedures regarding this provision, review Article 9 Sick Leave with Pay Section 9.12 of this Agreement.

## ARTICLE 30 MERIT PROCEDURES FOR / MERIT/LONGEVITY STEP INDEX

*For employees hired on or before 6/30/2013 (employees hired after 6/30/13 see section 30.14 - 30.20):*

### Section 30.01. Salary Based upon Merit and Longevity

A regular employee's salary will be determined based upon successful job performance and years of loyal service to the County. Index Rates between 1.0000 and 1.2160 are defined as Merit. Longevity begins upon completion of the fifth year of service.

### Section 30.02. Salary Determination or Adjustments

Unless specifically stated otherwise, employees hired prior to **July 1, 2013**, will have their salaries determined or adjusted by multiplying the Base Rate for their classifications, as specified on the Classification System - Basic Salary Schedule, by the Index Rate on the table below as determined by their Service Computation Dates (SCD), consistent with the applicable sections of this Article.

MERIT STEP INDEX RATES:	
Number of Years of Service	Index Rate
Less than 1	1.0000
at least 1	1.0500
" 2	1.1030
" 3	1.1580
" 4	1.2160
5	1.2160

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

### **Section 30.03 To Determine an Employee's Monthly Salary**

- A. Determine the number of years of service an employee has completed based on the employee's Service Computation Date (SCD).
- B. Refer to the "Number of Years of Service" column. Go to the number of years of service the employee has completed and locate the "Index Rate" immediately to the right.
- C. Refer to the Classification System – Basic Salary Schedule and find the current title of the employee's position. Multiply the corresponding Index Rate by the Base Rate for the employee's classification.
- D. Round up to the nearest whole dollar.

### **Section 30.04. To Determine an Employee's Hourly Rate**

- A. Determine the Monthly Salary from above.
- B. Take the Monthly Salary and multiply it by twelve months.
- C. Divide the total by 2,080 average work hours in a year.
- D. Use standard rounding to the nearest whole penny.

### **Section 30.05. Service Computation Date (SCD) and Index Rate Determination**

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

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

### **Section 30.06. Salary Anniversary Date (SAD) For Merit/Longevity Index Rate Adjustments**

The employee's Salary Anniversary Date (SAD) will be the 1st day of the month following his/her SCD (instead of position date or hire date). However, if the SCD is within the 1st 3 calendar days of the month, the SAD will be the 1<sup>st</sup> day of that month in which the employee is hired.

Merit Step Index increases will occur automatically on the employee's SAD, unless the Human Resources Department is notified at least 30 days in advance that the employee has received an evaluation that is less than Meets Standards and is on a Performance Improvement Plan (PIP). If an increase is withheld due to a PIP, any further increase will not be approved until the Department notifies the Human Resources Department that the employee's performance at least meets standards.

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

### **Section 30.07. Prior Service**

Prior service refers to the number of calendar days between a current employee or applicant's previous hire date and his/her 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 three calendar days of the month, the employee will be given credit for that entire month. Should the application of prior service on a calendar day basis result in a date other than the first three calendar days, the employee's adjusted SCD will be the 1<sup>st</sup> day of the following month.

### **Section 30.08. Leave With Out Pay (LWOP)**

LWOP will be computed in either one of two ways.

- A. **Effective January 1, 2004**, each accumulated eight hour increment of LWOP from work (i.e. excluding nonscheduled work days such as weekends) will reduce an employee's SCD by one day (i.e. move the SCD forward one day) or,
- B. **Prior to January 1, 2004**, the granting of any leave of absence without pay exceeding 15 calendar days shall 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 shall be based on the number of calendar days of such leave.

### **Section 30.09. 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 completion of up to two years of service (Index Rate **1.1030**). 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 completion of up to four years of service (Index Rate **1.2160**). The employee will be given a Temporary SCD adjusted to reflect completion of from one to four years of prior service. The employee's SCD will be temporarily adjusted to reflect the advanced Index Rate.

A regular employee who is granted an Advanced Index Rate will continue to receive annual Index Rate increases until the employee's Index Rate equals **1.2160** (equivalent to four years of service). At that point, the employee will not receive any Index Rate increases and the employee's salary Index Rate will be 'frozen' until the employee has completed six years of County service based upon the actual SCD.

### **Section 30.10. Promotions**

When an employee is promoted to a classification represented by MSA with a higher Base Rate, the employee will have his/her salary adjusted by multiplying the Base Rate for the new classification as specified on the Classification System - Basic Salary Schedule by the Index Rate as determined by the Service Computation Date (SCD). However, if an employee was hired at an Advanced Index Rate and received a Temporary SCD, s/he will continue to receive annual Index Rate increases until the Temporary SCD equals completion of the equivalent of at least four years of service or an Index Rate of **1.2160**. At that point, the employee will not receive any Index Rate

increases and the employee's Index Rate will be 'frozen' until s/he is eligible to advance on the Merit/Longevity Step Index based upon actual SCD.

### **Section 30.11. "Y-rated" Salary**

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

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

### **Section 30.12. Salary Upon Transfer**

When an employee transfers from one position to another within the County his/her salary shall be determined by multiplying the base salary of the classification to which s/he has transferred by the appropriate index rate consistent with the employee's SCD and other applicable sections of this Agreement.

### **Section 30.13. 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 shall be determined consistent with Section 24.10.
- 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 shall be determined consistent with Section 24.10.

## ***Procedures for Merit Increases for Employees Hired On or After 7/1/2013***

### **Section 30.14. Salary based upon Merit:**

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

<b><u>Step</u></b>	<b><u>Number of Years of Service</u></b>	<b><u>Index Rate</u></b>
1	Base	1.00
2	At least 1	1.05
3	At least 2	1.10
4	At least 3	1.15
5	At least 4	1.20
6	At least 5	1.25
7	At least 6	1.30
L	At least 15	1.35

### **Section 30.15. Service Computation Date (SCD) and Index Rate Determination**

A regular employee's Service Computation Date (SCD) determines his/her Index rate, unless specifically stated otherwise. The SCD is computed by adjusting the employee's current hire date by any Leave Without Pay (LWOP).

### **Section 30.16. Salary Anniversary Date (SAD) For Merit Index Rate Adjustments**

The employee's Salary Anniversary Date (SAD) will be the 1st day of the month following his/her SCD, unless specifically stated otherwise. However, if the SCD is within the 1st 3 calendar days of the month, the SAD will be the 1<sup>st</sup> day of that month in which the employee is hired. Merit Step Index increases will occur on the employee's SAD, only when the Human Resources Department has received at least **30** days in advance, but no more than **60** days in advance, an evaluation that shows that the employee at least "meets standards." If the evaluation is not timely as per this section, the merit increase will fall on the 1<sup>st</sup> day of the month following a **30** day waiting period.

If the employee does not receive a satisfactory performance evaluation, the employee will be given a Performance Improvement Plan (PIP) detailing what is required for the employee to achieve at least satisfactory performance levels. Merit increases will be automatically withheld until such time the employee receives at least a "Meets Standards" performance evaluation. In this instance, the employee's Salary Anniversary Date (SAD) will be the 1st day of the month following said successful performance evaluation. However, if the successful performance evaluation is given on the 1<sup>st</sup> day of the month then the merit increase will be given in that same month.

**Section 30.17. Leave With Out Pay (LWOP)**

LWOP will be computed as follows: each accumulated eight hour increment of LWOP from work (i.e. excluding nonscheduled work days such as weekends) will reduce an employee's SCD by one day (i.e. move the SCD forward one day).

**Section 30.18. Performance Based Merit Delay**

Salary Anniversary Date (SAD) delays for receiving a less than a "meets standard" performance evaluation will be computed as follows: each month beyond the current SAD the employee does not have at least a "meets standards" performance evaluation will permanently reduce an employee's SAD by one month (i.e. move the SAD forward one month).

**Section 30.19. 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 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 7<sup>th</sup> step (Index Rate 1.30).

**Section 30.20. Longevity Increase**

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



## ARTICLE 31 MISCELLANEOUS

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

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

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

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

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

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

The parties agree 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 MSA.

If there should be a conflict between language in the County of Yuba Merit Resolution #2002-21, or subsequently adopted revisions and this MOU, this MOU shall prevail.

It is our sincere hope that this contract will provide the incentives for our highly trained and dedicated personnel to continue to protect and serve the citizens of Yuba County for years to come. Therefore, County representatives, and the designated representatives of the MSA, acting on behalf of its members, hereby confirm understanding on the above matters. This MOU shall become effective immediately when adopted into law by the Board of Supervisors and ratified by the Law Enforcement Management Supervisory Association (MSA) membership and shall remain in full force and effect to and including **June 30, 2019**.

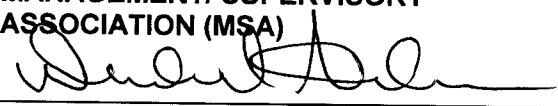
Signed and agreed upon on \_\_\_\_\_ by the following parties:  
(DATE)

### COUNTY OF YUBA

\_\_\_\_\_  
Roger Abe, Chairman of the Board

  
Jill Abel, Human Resources Director

### MANAGEMENT/ SUPERVISORY ASSOCIATION (MSA)

  
Wendell Anderson, MSA President

  
Jerry Carnous, MSA Representative

# The County of Yuba



(325-0716) Adopt... - 1 of 2

MARYSVILLE, CA 95901

(530) 749-7860 • PHONE  
(530) 749-7864 • FAX

## HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR

325-0716

**TO:** The Board of Supervisors

**FROM:** Jill Abel, Human Resources Director

**DATE:** July 26, 2016

**SUBJECT:** *Resolution amending the Classification System – Basic Salary / Hourly Schedule as it relates to the classifications in the Law Enforcement Management Supervisory Association (MSA) Bargaining Unit 7*

### **RECOMMENDATION:**

Adopt the attached resolution amending the Classification System – Basic Salary / Hourly Schedule as it relates to the classifications in the Law Enforcement Management/Supervisory Association (MSA) effective **July 1, 2016**.

### **DISCUSSION:**

The attached resolution amends the *Classification System – Basic Salary / Hourly Schedule as it relates to the recently negotiated contract between Yuba County and the Law Enforcement Management/Supervisory Association (MSA) effective July 1, 2016*.

The following items reflect the changes to the *Classification System – Basic Salary / Hourly Schedule* per the MSA contract which was approved today.

- A 3% equity adjustment for the classification of Sheriff's Sergeant Operations and Sheriff's Lieutenant – Operations.
- Amended the classification of Sheriff's Lieutenant Operations to reflect FLSA Exempt status.

This action modifies the Classification System – Basic Salary Schedule to implement this change.

**COMMITTEE ACTION:** None – Administrative only

**FISCAL IMPACT:** None – Administrative only

**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

IN RE:

RESOLUTION AMENDING THE  
CLASSIFICATION SYSTEM – BASIC SALARY/  
HOURLY SCHEDULE

RESOLUTION NO. \_\_\_\_\_

BE IT RESOLVED that the Classification System – Basic Salary Schedule shall be amended as follows effective **July 1, 2016**:

**DELETE:**

CODE	CLASSIFICATION	UNIT	BASE	HRLY	OT CODE	WC CODE
SHLO	SHERIFF'S LIEUTENANT - OPERATIONS	7	6,274	36.20	N	7720
SHSO	SHERIFF'S SERGEANT - OPERATIONS	7	5,157	29.75	N	7720

**ADD:**

CODE	CLASSIFICATION	UNIT	BASE	HRLY	OT CODE	WC CODE
SHLO	SHERIFF'S LIEUTENANT - OPERATIONS	7	6,463	37.29	E	7720
SHSO	SHERIFF'S SERGEANT - OPERATIONS	7	5,312	30.65	N	7720

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California,  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the following votes:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
CHAIRMAN

ATTEST: Donna Stottlemeyer  
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel

By: \_\_\_\_\_

By: \_\_\_\_\_

# The County of Yuba

(326-0716) Recei... - 1 of 4

## HEALTH & HUMAN SERVICES DEPARTMENT


**Jennifer Vasquez, Director**

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901  
Phone: (530) 749-6311 FAX: (530) 749-6281



**Nichole Quick, MD, MPH**  
Health Officer  
Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

**FROM:** Jennifer Vasquez, Director   
Health and Human Services Department

**DATE:** July 26, 2016

**SUBJECT:** Resolution Declaring Shelter Crisis

### **RECOMMENDATION**

It is recommended that the Board of Supervisors;

- Receive a report on housing shortage for low-income individuals.
- Receive information about health and safety concerns prompting the need for emergency shelter.
- Adopt the attached resolution declaring a shelter crisis in accordance with Government Code Sections 8698-8698.2

### **BACKGROUND:**

The Yuba County Public Health Officer has cited numerous health and safety concerns with encampment areas as well as other locations in Yuba County. The issues include:

- Lack of sanitary, plumbing or solid waste disposal facilities
- Areas contaminated by human and animal waste
- Accumulation of solid waste, and hazardous waste from abandoned vehicles
- Ongoing pollution poses a threat of contamination of the waterways
- Numerous free ranging, unvaccinated, domestic and wild animals
- Multiple breeding sites for vectors of communicable disease

Yuba County has a shortage of housing for low-income households. Individuals impacted by the above identified health and safety issues need a place to relocate.

### **DISCUSSION:**

The County of Yuba owns a one acre property on 14<sup>th</sup> Street in Marysville. The property includes 20 structures that could be used to provide temporary shelter for impacted

individuals. Authorization of the attached Resolution would formally declare a shelter crisis in Yuba County.

**FISCAL IMPACT:**

There is no cost associated with signing the Resolution declaring a Shelter Crisis. Funding for the shelter site was approved by the County Board of Supervisors on June 14, 2016.

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

RESOLUTION DECLARING A SHELTER	)	
CRISIS IN ACCORDANCE WITH	)	
GOVERNMENT CODE SECTIONS 8698–	)	RESOLUTION NO.: _____
8698.2	)	
	)	
	)	
	)	

WHEREAS, throughout the incorporated and unincorporated area of Yuba County there is presently a housing shortage for low-income individuals and that has resulted in a significant number of such persons lacking the current ability to obtain shelter; and

WHEREAS, persons unable to obtain shelter are dwelling in conditions which are a threat to the health and safety of such persons; and

WHEREAS, there are no sanitary or solid waste disposal facilities in these areas; and these areas have been contaminated by human and animal waste, an accumulation of solid waste, and hazardous waste from abandoned vehicles; and numerous free ranging, unvaccinated, domestic and wild animals are present in these areas; and multiple breeding sites for vectors of communicable disease have been observed in these areas; and

WHEREAS, the Health Officer of the County of Yuba does hereby find the adverse environmental conditions in these areas does pose a potential threat to the health and well-being of the citizens encamped in these sites as well as to the citizens of Yuba County generally, and

WHEREAS, the County of Yuba owns vacant and underutilized property consisting of approximately one acre on 14th Street adjacent to the Twin Cities Rescue Mission in the City of Marysville; and the County has temporary structures available which may be used on a temporary basis to provide shelter for impacted individuals; and

WHEREAS, Government Code sections 8698 through 8698.2 permit the governing body of a political subdivision of the state, including a general law county such as the County of Yuba, to declare a “shelter crisis” upon finding that the foregoing circumstances exist; and

**WHEREAS**, upon such declaration by the governing body, the foregoing statutes allow the political subdivision to permit such persons unable to obtain housing to occupy temporary structures for the duration of the shelter crisis under the conditions provided by such statutes.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Yuba as follows:

1. The foregoing recitals are true and correct.
2. Based upon such findings, the Board hereby declares pursuant to Government Code sections 8698 through 8698.2 that a shelter crisis exists and will continue to exist throughout the incorporated and unincorporated area of the County of Yuba until further consideration by the Yuba County Board of Supervisors based upon evaluation by the Public Health Officer and the Director of Health and Human Services.

**PASSED AND ADOPTED** this 26 day of July, 2016, by the Board of Supervisors of the County of Yuba, by the following vote.

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Chairman of the Board of Supervisors

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

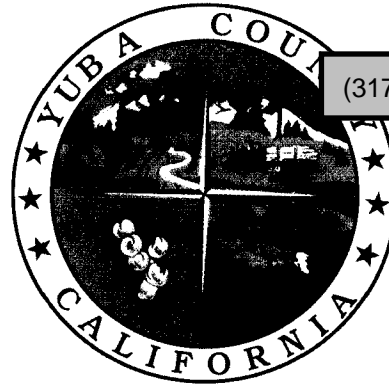
APPROVED AS TO FORM:  
Angil Morris-Jones, County Counsel

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

# The County of Yuba

OFFICE OF THE DISTRICT ATTORNEY



(317-0716) Ordin... - 1 of 4


DISTRICT ATTORNEY

(530) 749-7770  
FAX (530) 749-7363

317-0716

**DATE:** July 11, 2016

**TO:** Yuba County Board of Supervisors

**FROM:** Patrick McGrath  
District Attorney 

**SUBJECT:** Consider adopting an ordinance authorizing the District Attorney to accept the standards for recruitment and training of Peace Officers established by the Commission on Peace Officer Standards and Training.

**RECOMMENDATION:** Recommend to the Board the adoption of an ordinance authorizing the District Attorney to accept the standards for recruitment and training of Peace Officers established by the Commission on Peace Officer Standards and Training.

**BACKGROUND:** The State of California, through the Commission on Peace Officer Standards and Training (POST), sets recruitment standards for the hiring of peace officers and provides ongoing training at no cost to the peace officers of participating law enforcement agencies. Although District Attorney Investigators are peace officers as defined in the Penal Code, the Yuba County District Attorney's office is one of four DA's offices statewide that is not a POST participating agency. Participation requires that the Board enact the proposed ordinance which has been reviewed by County Counsel.

**DISCUSSION:** POST participation will make a significant amount of State sanctioned training available to District Attorney's Investigators at no County cost. In addition, POST membership will improve the County's risk management position and enhance the Office's ability to recruit and retain well-qualified District Attorney Investigators.

**FISCAL IMPACT:** POST participation requires the re-establishment of a Chief Investigator position. The Board previously approved the classification and salary range for the position on June 14<sup>th</sup>. Salary savings from a deleted investigator position offsets the fiscal impact on the public safety fund.

**COMMITTEE ACTION:** The Law and Justice Committee approved the recommendation on June 21, 2016.

Attachment



ORDINANCE NO. \_\_\_\_\_

**ORDINANCE ADDING CHAPTER 3.26 TO TITLE III  
OF THE YUBA COUNTY ORDINANCE CODE  
RELATING TO THE TRAINING OF DISTRICT ATTORNEY INVESTIGATORS**

The following ordinance consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote:

AYES:

NOES:

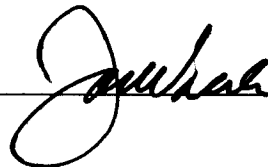
ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chairman of the Board of Supervisors of the  
County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
ANGIL P. MORRIS-JONES  
YUBA COUNTY COUNSEL  
APPROVED AS TO FORM:

  
\_\_\_\_\_

**The BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:**

Section 1. This ordinance shall take effect Thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Chapter 3.26 is hereby added to the Yuba County Ordinance Code to read as follows:

**CHAPTER 3.26**

**TRAINING OF DISTRICT ATTORNEY INVESTIGATORS**

Section 3.26.010 Declaration of Intention. The governing body of the County of Yuba, a political subdivision of the State of California, declares that it desires to qualify to receive aid from the State of California under the provisions of Section 13522, Chapter 1 of Title 4, Part 4 of the California Penal Code.

Section 3.26.020 Standards for Recruitment and Training. Pursuant to Sections 13510.1 and 13512 of said Chapter 1, the Yuba County District Attorney's Office will adhere to the standards for recruitment and training established by the Commission on Peace Officer Standards and Training.

Section 3.26.030 Adherence to Training. The Commission and its representatives may make such inquiries as deemed necessary to ascertain that the peace officer personnel of the Yuba County District Attorney's Office adhere to the standards for recruitment and training established by the California Commission on Peace Officer Standards and Training.

Section 3. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.



# CITY OF MARYSVILLE

526 "C" Street • P.O. Box 150 • Marysville, CA 95901 • (530)749-3901 • Fax (530)749-3992

July 13, 2016

Yuba County Board of Supervisors  
915 Eighth Street, Suite 109  
Marysville, CA 95901

Dear Board of Supervisors:

As you know, for many years the Marysville Levee District has consolidated its elections with those conducted by the County Clerk.

Levee Resolution No. LC-2016-04, which was adopted by the Marysville Levee Commission on July 11, 2016, gives notice of a General Municipal Election to be held on November 8, 2016, and requests consolidation with the General Election to be held by the County of Yuba.

We have always found the staff in the Clerk's Office very helpful during this process, and would appreciate your approval, which would allow us to consolidate with the County for the upcoming election.

Thank you for your consideration and assistance.

Sincerely,

Billie J. Fangman  
City Clerk

Enc.: Levee Resolution LC-2016-04

cc: Terry Hansen, County Clerk  
Donna Stottlemeyer, Clerk to the Board

RESOLUTION NO. LC-2016-04

RESOLUTION OF THE MARYSVILLE LEVEE COMMISSION, OF THE  
MARYSVILLE LEVEE DISTRICT, CALLING AND GIVING NOTICE OF A  
GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, AND  
REQUESTING CONSOLIDATION WITH THE GENERAL (STATEWIDE)  
ELECTION AND ESTABLISHING THE MANNER OF HOLDING SAID ELECTION

At a special meeting of the Marysville Levee Commission held on the 11th day of  
July, 2016.

BE IT RESOLVED by the Marysville Levee Commission of the City of  
Marysville Levee District as follows:

SECTION 1

A General Municipal Election is hereby called and ordered to be held in the City  
of Marysville on November 8, 2016, for the purpose of electing three members to the  
Marysville Levee Commission for a full term of four years.

SECTION 2

In accordance with the provisions of Sections 10400 and 10403 of the Elections  
Code, the Marysville Levee Commission of the City of Marysville Levee District does  
hereby request that the Board of Supervisors of the County of Yuba, California,  
consolidate the General Municipal Election called pursuant to Section 1 of this  
Resolution with the General (Statewide) Election to be held on November 8, 2016.

SECTION 3

The General Municipal Election hereby called shall be held in the manner  
provided for the General (Statewide) Election with which said General Municipal  
Election is consolidated, and within the territory affected by the consolidations, the  
precincts, polling places, hours of election, and voting booths shall, in every case, be the  
same, and there shall be only one set of election officers in each of the precincts. Such  
precincts, polling places, hours of election, and precinct board members for the General  
(Statewide) Election shall be the same as those provided for the General Municipal  
Election within the territory affected by the consolidation.

SECTION 4

Pursuant to provisions of Section 10002 of the Elections Code, the Marysville  
Levee Commission hereby requests that the Board of Supervisors of the County of Yuba,  
California, permit the Yuba County Clerk to render to the Marysville Levee Commission  
such services as the City Clerk may request relating to the above-mentioned election  
including publication of all required election notices. The City Clerk is hereby

authorized and directed to reimburse the County in full for the cost of any services performed by the Yuba County Clerk pursuant hereto upon presentation of an invoice to the City Clerk.

#### SECTION 5

Pursuant to Section 13307 of the Elections Code, each candidate may submit a statement of qualifications to be included with the voter pamphlet sent with the sample ballot, which shall not exceed two hundred (200) words and shall be paid for by said candidate. The Yuba County Clerk is authorized to collect a fee from the candidate to cover such costs as provided by law.

#### SECTION 6

Pursuant to the provisions of Section 10411 of the Elections Code, the Yuba County Board of Supervisors shall be and is authorized and directed to canvass the results of the General Municipal Election hereby called.

#### SECTION 7

Pursuant to Election Code Sections 15372-15374 the County Clerk shall prepare a Certified Statement of Results within 30 days after the election and forward said certified statement to the City Clerk.

#### SECTION 8

The City Clerk or his/her designee, as authorized by the Marysville Levee Commission, are hereby further authorized and directed to take such further actions and execute such documents as are necessary to cause the General Municipal Election to be conducted on behalf of the City of Marysville Levee District.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly introduced and adopted by the Marysville Levee Commission, on the 11th of July, 2016, by the following vote:

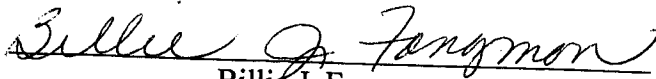
AYES: Commissioner Gary Elliott, Commissioner Jerome Crippen and  
President Patrick Ajuria

NOES: None

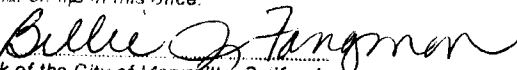
ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 11th day of July, 2016.

  
Billie J. Fangman  
City Clerk

The foregoing instrument is a correct copy of  
the original on file in this office.

ATTEST:   
City Clerk of the City of Marysville, California

DEPUTY CLERK

STATE CAPITOL  
ROOM 205  
SACRAMENTO, CA 95814  
TEL (916) 651-4024  
FAX (916) 651-4924

DISTRICT OFFICE  
1808 W. SUNSET BLVD.  
LOS ANGELES, CA 90026  
TEL (213) 483-9300  
FAX (213) 483-9305



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Clerk/Board of Supervisors

SENATOR KEVIN DE LEÓN  
PRESIDENT PRO TEMPORE

July 13, 2016

Honorable Roger Abe  
Chair, Board of Supervisors  
County of Yuba  
915 8th Street, Ste. 109  
Marysville, CA 95901-5273

Dear Supervisor Abe:

I write to inform you about major efforts the California Legislature is taking to combat homelessness and to call your attention to new programs that are targeted to assist counties implement these initiatives.

As you know, more than 100,000 Californians are homeless on any given day. Homelessness is not limited to big cities in California. It affects the whole community, not just those experiencing instability from their lack of housing.

California has more than one-third of the nation's chronically homeless – those with mental illness or significant other problems. Of the 28,000 chronically homeless in the state, nearly 85 percent are unsheltered, and absorbing the greatest amount of taxpayers' resources. The public costs can often top \$100,000 annually per person for emergency room visits, hospital stays, law enforcement and other social services.

In response to these challenges, a bipartisan coalition of members of the California Senate launched a major initiative in January—called "No Place Like Home"—to combat homelessness. We were proud to have the assistance and guidance of the California State Association of Counties as we crafted this initiative.

I am happy to report to you that the California Legislature and Governor have approved the provisions of the No Place Like Home initiative as part of California's 2016-17 state budget.

The landmark bipartisan legislative package will provide \$2 billion for the housing and treatment of mentally ill Californians who are homeless.



No Place Like Home  
July 13, 2016  
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The No Place Like Home Program will be administered by the California Department of Housing and Community Development (HCD) to further the development of permanent supportive housing for persons who are in need of mental health services and are homeless, chronically homeless or at risk of homelessness. The program will be financed through a \$2 billion dollar bond secured by a portion of future Proposition 63, the Mental Health Services Act of 2004, mental health revenues.

Funding will be available to counties, by application, and funding will be available to all counties that wish to participate. An Advisory Committee will assist HCD to implement the program, and the committee will include three county representatives, to be appointed by the Governor. HCD is also directed to consult with CSAC and other stakeholders to develop the program.

The No Place Like Home Program supports a "housing first" strategy, guided by the core belief that no individual or family in California should ever experience the uncertainty and pain of living without a home. Many homeless advocates and social service experts prefer this approach which has been used successfully in other states because it provides safe, secure housing that creates an environment that allows for wrap-around services, such as mental health treatment to take hold.

We anticipate more information about the program will be distributed by HCD later this year.

In addition to the \$2 billion bond, our recently enacted state budget also includes \$150 million for major funding initiatives to combat homelessness:

- *Supplemental Security Income Program (SSI/SSP) outreach*, to increase participation among homeless persons with disabilities who may be eligible for disability benefits programs.
- *Emergency Solutions Grants*, for activities eligible under the Federal Emergency Solutions Grant Program, which your department administers, including rapidly rehousing individuals and families, preventing families and individuals from becoming homeless, engaging homeless individuals and families living on the street, and operating homeless shelters and providing essential services to shelter residents.
- *CalWORKS Housing Support Program*, to provide assistance to eligible families who are homeless or at risk of homelessness.

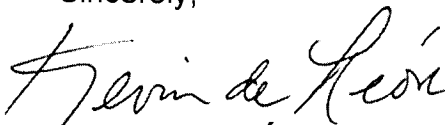
No Place Like Home  
July 13, 2016  
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- *CalWORKS Homeless Assistance*, to reflect elimination of the once-in-a-lifetime restriction on receipt of temporary and permanent homeless assistance and instead making this assistance available once every 12 months.
- “*Bringing Families Home*,” to establish a county matching grant program to reduce homelessness among families who are part of the child welfare system.

I urge you to closely follow the implementation of the \$2 billion homeless housing bond and these other programs, and to begin laying the groundwork to apply for the state funding.

I recognize that the problem of homelessness really has to be solved by *local government officials*, and the California Senate and our state government colleagues looks forward to partnering with you in these efforts.

Sincerely,



**KEVIN DE LEÓN**  
**President pro Tempore**

KDL:lc

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