

MASTER LABOR AGREEMENT

By and Between
The County of Yuba
And
Yuba County Employees' Association (YCEA)
Representing
Office/Clerical (#1), Crafts/Maintenance/Services (#2),
Technical (#3), Professional (#4) and Supervisory (#5)
Bargaining Units



July 1, 2024 – June 30, 2027

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PREAMBLE

This Master Labor Agreement (MLA) sets forth the terms of the agreement reached between the County of Yuba (County) and the American Federation of State, County and Municipal Employees, Council 57, Local 1, Yuba County Employees' Association (YCEA), having met and conferred with regard to wages, hours and other terms and conditions of employment for YCEA for the period beginning July 01, 2024 through June 30, 2027.

ARTICLE 1 – DEFINITIONS

Section 1.01 Scope

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

Section 1.02 Definitions

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

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

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

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

Day means a calendar day.

Demotion means a reduction in an employee's classification which results in a reduction in the employee's salary range, whether on a voluntary or involuntary basis.

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

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

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

Extended Illness means an injury or illness which requires the absence from work of an employee for more than fifteen (15) days.

Extra-Help Employee means any employee who is employed for a period of short duration, not to exceed nine hundred and ninety-nine (999) hours in any fiscal year.

Hourly Rate means the amount of compensation, for a full hour's service as set forth in the Classification System-Basic Salary Schedule. Hourly rate is determined by referring to the Classification System Basic Salary Schedule and multiplying the Base of the position to the

appropriate Index Rate and rounding up to the nearest whole dollar and multiplying by twelve (12) and divide resultant by two thousand and eighty (2,080). Use Standard Rounding to the nearest whole penny.

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

Index Rate means a specific rate identified in the Classification System-Basic Salary 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.

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

Month means a calendar month.

Monthly Salary means the amount of cash compensation for a full month of service. Monthly Salary is determined by multiplying the appropriate Index Rate and the classification's Base Monthly Pay and rounding up to the nearest whole dollar.

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

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

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

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

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

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

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

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

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

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

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

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

Salary Range means a sequence of steps (refer to Longevity/Merit Step Index Table) used to identify the minimum, maximum and intermediate salary rates which may be paid to employees within a class.

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

Service Computation Date (SCD) means an employee's most current hire date, adjusted for any prior service with the County as a Regular Employee, and for any Leave taken Without Pay. Employees hired on or after July 1, 2013: Service Computation Date (SCD) means an employee's most current hire date, adjusted for any Leave taken Without Pay.

ARTICLE 2 – GENERAL PROVISIONS

Section 2.01 Exercise of Power

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

Section 2.02 Review of Personnel Files

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

ARTICLE 3 - RECOGNITION

Section 3.01 Union Recognition

The County recognizes the Union, as the recognized exclusive bargaining representative for the purpose of negotiating wages, hours, and working conditions for all full-time and part-time employees in the classifications listed in Section 10.04.

Section 3.02 Union Release Time

County provides one hundred (100) hours per fiscal year for union release time for Union Officers, Board Members and Stewards for non-political activities related to employer-employee relations, and the administration of the MLA. Release time will be approved subject to the business needs of the County as determined by the employee's supervisor/manager and will be tracked on the employee's timesheet. Unused hours expire and will not roll over into the subsequent fiscal year. Nothing in this provision prohibits the union from requesting additional paid release time for Union

Officers, Board Members, or Stewards once the one hundred (100) bank is exhausted, the union must fully reimburse the County for the additional hours of release time at the employee's current rate of pay including required retirement fund contributions.

ARTICLE 4 - MANAGEMENT RIGHTS

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

ARTICLE 5 - UNION RIGHTS

Section 5.01 Dues

Upon certification from the Association that an employee has signed an authorization for the deduction of dues, the County will make payroll deductions in an amount to be determined by the Association and communicated to the County annually. The County promptly remits deductions to the Association with a list of dues-paying members. Employee requests to cancel membership dues deductions must be directed to the Association. Upon notification from the Association that an employee has cancelled membership dues, the County will promptly cease dues deductions from the employee's paycheck. The Association must hold the County harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions and indemnify the County for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one (1) pay period, is not sufficient to pay deductions required by this Section, no deduction will be made for that period.

Section 5.02 Employee Orientation

Employees are allowed thirty (30) minutes to attend a new employee orientation with YCEA. YCEA is provided a total of one (1) hour of paid release time to attend the new employee orientation. The release time can be used by one (1) YCEA Officer or shared by Officers.

ARTICLE 6 - SHOP STEWARDS

Section 6.01 Shop Stewards

YCEA utilizes Shop Stewards to handle and process member grievances. YCEA will provide the Human Resources Director annually with a list of approved Shop Stewards and an updated list immediately following any change. YCEA is provided a total of eight (8) hours per month per Shop Steward to handle grievances. Shop Stewards may only use the amount of time actually necessary to address the grievance. The County is not responsible for any travel time, overtime, or costs for Shop Stewards.

The employee and the Shop Steward must have the approval of their immediate supervisors before utilizing this leave. In the event the Steward or the employee is unable to be released by their immediate supervisor at the time requested, the supervisor will arrange a release time as soon as practical thereafter.

ARTICLE 7 – HOURS OF WORK

Section 7.01 Determination of Department Head

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

Section 7.02 Hours of Work

40 Hour Work Period.

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

Work Schedules

The standard schedule consists of:

Five (5) workdays of eight (8) hours each for a total of forty work hours (5/8/40); or
Four (4) workdays of ten (10) hours each (4/10/40); or
Four (4) workdays of nine (9) hours each and one (1) day of four (4) hours with one workday off every other week. The four-hour workday and alternate day off must be the same day of the week.

Employees on an alternate schedule accrue leaves and holidays on the same basis as employees working the standard 5/8/40 work schedule.

Section 7.03 Duties Imposed on Officers and Employees to be Performed; Staggering Hours of Employment; Compensatory Time-Off

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

Section 7.04 Part-Time Employees

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

Section 7.05 Rest Periods

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

Section 7.06 Lunch

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

Section 7.07 Time Off Between Shifts

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

Section 7.08 Maximum Hours

No employee is required to work more than sixteen (16) consecutive hours. An employee who has worked for sixteen (16) consecutive hours may not be recalled to work prior to the expiration of eight (8) hours following the termination of the consecutive sixteen (16) hour work shift. In the unexpected event, that an employee is required to work more than sixteen (16) consecutive hours, all hours worked beyond sixteen (16) hours are paid at the overtime rate.

Section 7.09 Job Sharing

Any permanent, full-time position (forty (40) hours per week) may be shared by two (2) employees (with one (1) employee working twenty (20) or more hours and the other nineteen (19) hours or less) with the approval of the employees involved, the Department Head, and the Human Resources Director. The work schedule for these employees must be in writing and may only be changed in the same manner as other work schedules in the Department are altered from time to time, provided that the two (2) employees may agree to temporary adjustments with the approval of the Department Head. Employees in job sharing arrangements are entitled to all of the rights and benefits of regular part-time employees but may work no more than thirty (30) hours per week.

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

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

ARTICLE 8 – DRESS CODE

Employees are expected to maintain an appropriate appearance that is businesslike, neat, and clean, that does not constitute a safety hazard as determined by the requirements of the area in which they work. The Department Head or designee may authorize exceptions on a day-to-day basis based upon particular assignments.

Section 8.01 Guidelines

The following guidelines are set forth for employees:

- A. Clothing should be neat and clean at all times. Nothing should be worn which is torn, frayed, or in obvious need of repair.
- B. Clothing should be consistent with the nature of the work and appropriate to the work environment.
- C. Safety, such as necessary precautions when working near machinery, chemicals, or hazardous waste, should be taken into consideration. Appropriate safety attire such as

hard hats, safety shoes, ear protection, and or other protective clothing may be determined necessary by County, State and/or Federal regulation.

- D. Clothing may not contain any political statements or symbols, offensive language or pictures, advertisements, language that promotes either illegal or inappropriate activities, or tobacco or alcohol products.
- E. Clothing may not be revealing to the degree that it exposes skin at the midriff, exposes private body parts, or would be considered suggestive or provocative on the basis of a reasonable person standard.

ARTICLE 9 – PAYMENT OF SALARY

Section 9.01 Payment of Salary

The salary for employees is determined pursuant to the provisions of the Procedure of Merit, and the Classification System – Basic Salary/Hourly Schedule. Employees are paid monthly on the eighth (8th) day of the month unless the day falls on a holiday or weekend. Then pay day is the previous working day. Pay periods close on the last working day of each month. Rules regarding processing of payroll are established by the Human Resources Director or designee. The salary for part-time employees will be in proportion to the employees' scheduled working hours. 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. In the event that the County determines to implement a bi-weekly pay period, the County will provide YCEA with at least a ninety (90) days advance notification.

ARTICLE 10 – COMPENSATION

Section 10.01 Notice to Union

The County will provide notice to the Union regarding changes in job classifications or policies that fall within the scope of representation under the Meyers-Milias-Brown Act (MMBA). The Union has seven (7) days to request a meet and confer.

Section 10.02 Salary Adjustments

Effective [the first full pay period following adoption by the Board of Supervisors], employees will be placed at the specified ranges identified in Section 10.04. This is inclusive of a three percent (3.0%) Cost of Living Adjustment (COLA).

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

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

Section 10.03 Salary Surveys

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

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

agencies.

Section 10.04 Classifications and Ranges

The parties agree to the following:

Classification	Range
Accountant – Auditor I	118
Accountant – Auditor II	138
Accounting Assistant	44
Accounting Specialist	64
Accounting Supervisor	166
Accounting Technician	84
Administration Analyst	127
Administration Analyst – Human Services	127
Administration Supervisor	158
Administrative Technician	80
AG Weights & Measures Specialist I	110
AG Weights & Measures Specialist II	130
AG Weights & Measures Specialist III	150
Animal Care Services Officer	76
Animal Care Technician	41
Assessment Assistant	30
Assessment Specialist	50
Assessment Supervisor	120
Assistant Engineer	159
Assistant Surveyor	159
Associate Civil Engineer	199
Associate Engineer	179
Associate Surveyor	179
Auditor – Appraiser I	118
Auditor – Appraiser II	138

Auditor – Appraiser III	158
Building & Grounds Supervisor	127
Building Inspector I	110
Building Inspector II	130
Building Inspector III	150
Building Maintenance Custodian	46
Building Maintenance Technician – HVAC	93
Building Maintenance Technician I	57
Building Maintenance Technician II	77
Buyer I	75
Buyer II	95
Cadastral Drafting Technician I	66
Cadastral Drafting Technician II	86
Chief Auditor – Appraiser	178
Child Support Specialist I	52
Child Support Specialist II	72
Child Support Supervisor	122
Clinical Social Worker I	154
Clinical Social Worker II	174
Code Enforcement Officer I	110
Code Enforcement Officer II	130
Code Enforcement Officer III	150
Code Enforcement Supervisor	180
Commissary Assistant	30
Construction Inspector	128
Contract & Purchasing Supervisor	158
Cook	46
Correctional Technician	45
Corrections Food Services Supervisor	96
Corrections Recreation Aide	45

Custodial Supervisor	96
Detention Services Clerk	45
Elections Clerk I	50
Elections Clerk II	70
Eligibility Supervisor	117
Eligibility Technician	67
Environmental Health Specialist I	123
Environmental Health Specialist II	143
Environmental Health Specialist III	163
Environmental Health Supervisor	193
Environmental Health Technician	80
Equipment Service Specialist	57
Executive Assistant	80
Executive Assistant Sheriff	80
First 5 Program Coordinator	98
Fiscal Analyst	136
GIS Technician	120
Hazardous Materials Specialist I	123
Hazardous Materials Specialist II	143
Hazardous Materials Specialist III	163
Health Education Specialist	98
Health Education Supervisor	128
Heavy Equipment Mechanic	140
HHS Aide	30
HHS Education Specialist	98
Intervention Counselor I	57
Intervention Counselor II	81
IT Analyst I	140
IT Analyst II	160
IT Supervisor	202

IT Support Technician I	100
IT Support Technician II	120
Lead Building Maintenance Custodian	66
Legal Services Specialist	54
Legal Services Supervisor	96
Librarian	127
Library Technician	34
Media & Community Relations Specialist	127
Office Assistant	30
Office Specialist	50
Parks & Landscape Coordinator	122
Permit Technician	80
Physical Therapist	218
Plan Checker I	134
Plan Checker II	154
Planner I	132
Planner II	152
Planner III	172
Probation Aide	68
Program Aide	68
Program Specialist	147
Public Health Nurse	188
Public Health Nurse Intern	168
Public Safety Media & Community Relations Specialist	127
Public Works Maintenance Supervisor	142
Public Works Maintenance Worker I	52
Public Works Maintenance Worker II	70
Real Property Appraiser I	90
Real Property Appraiser II	110
Real Property Appraiser III	130

Real Property Transfer Analyst I	70
Real Property Transfer Analyst II	90
Recorder Clerk I	50
Recorder Clerk II	70
Registered Nurse	162
Senior Accountant – Auditor	158
Senior Accounting Technician	104
Senior Animal Care Services Officer	96
Senior Building Maintenance Technician	97
Senior Child Support Specialist	92
Senior Civil Engineer	219
Senior Construction Inspector	153
Senior Elections Clerk	90
Senior Eligibility Technician	87
Senior Engineering Technician	140
Senior GIS Technician	140
Senior IT Analyst	182
Senior IT Support Technician	140
Senior Library Technician	54
Senior Permit Technician	100
Senior Public Health Nurse	208
Senior Public Works Maintenance Worker	92
Senior Recorder Clerk	90
Senior Substance Abuse Counselor	101
Senior Victim Witness Advocate	90
Sheriff's Records Clerk	50
Social Worker I	88
Social Worker II	108
Social Worker III	134
Social Worker III – (AS)	110

Social Worker III – Master’s Level	154
Social Worker Supervisor I	128
Social Worker Supervisor II	140
Social Worker Supervisor III	184
Substance Abuse Counselor I	57
Substance Abuse Counselor II	81
Supervising Building Official	180
Supervising Mechanic	170
Supervising Public health Nurse	238
Supply/Mail Clerk	25
Victim Witness Advocate	70

ARTICLE 11 – MERIT PROCEDURES FOR MERIT/LONGEVITY STEP INDEX

Section 11.01 Salary Based upon Merit and Longevity

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

Employees hired on or before June 30, 2013 -Index Rates between 1.0000 and 1.2160 are defined as Merit. Longevity begins upon completion of the fifth (5th) year of service.

Employees hired on or after July 1, 2013- Index Rates between 1.0000 and 1.300 are defined as Merit. A longevity increase is given upon completion of an employee's tenth (10th) and fifteen (15th) years of service.

Section 11.02 Salary Determination or Adjustments

An employee's salary is determined or adjusted by multiplying the Base Rate for their classifications, as specified on the Classification System - Basic Salary Schedule, by the Index Rate on the appropriate table below as determined by their Service Computation Dates (SCD), consistent with the applicable sections of this Article.

For employees hired on or before June 30, 2013, salary is determined from the following table:

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

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

For employees hired on or after July 1, 2013, salary is determined from the following table:

Step	Number of Years of Service	Index Rate
1	Base -Less than 1	1.00
2	At least 1	1.05
3	At least 2	1.10
4	At least 3	1.15
5	At least 4	1.20
6	At least 5	1.25
7	At least 6	1.30
L	At least 10	1.325
L	At least 15	1.35

Section 11.03 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 11.04 To Determine an Employee’s Hourly Rate

- A. Determine the Monthly Salary from above.
- B. Take the Monthly Salary and multiply it by twelve (12) months.
- C. Divide the total by 2,080 average work hours in a year.
- D. Use standard rounding to the nearest whole penny.

Section 11.05 Service Computation Date (SCD) and Index Rate Determination

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

For employees hired on or after July 1, 2013, the Service Computation Date (SCD) determines their Index Rate, unless specifically stated otherwise. The SCD is computed by adjusting their current hire date by any Leave Without Pay (LWOP).

Section 11.06 Salary Anniversary Date (SAD) For Merit and Longevity Index Rate Adjustments

The employee’s Salary Anniversary Date (SAD) is the first (1st) day of the month following their SCD, unless specifically stated otherwise. However, if the SCD is within the first (1st) three (3)

days of the month, the SAD will be the first (1st) day of that month in which the employee is hired.

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

For employees hired on or before June 30, 2013, Merit Step Index increases will occur automatically on the employee's SAD, unless the Human Resources Department is notified at least thirty (30) days in advance that the employee has received an evaluation that is less than Meets Standards and is on a Performance Improvement Plan (PIP). If an increase is withheld due to a PIP, any further increase will not be approved until the Department notifies the Human Resources Department that the employee's performance at least meets standards.

For employees hired on or after July 1, 2013:

- 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 "Meet Standards" performance evaluation. In this instance, the employee's Salary Anniversary Date (SAD) will be the first (1st) day of the month following said successful performance evaluation. However, if the successful performance evaluation is given on the first (1st) day of the month then the merit increase will be given in that same month.
- Salary Anniversary Date (SAD) delays for receiving less than a "Meet Standards" performance evaluation will be computed as follows: each month beyond the current SAD the employee does not have at least a "Meet Standards" performance evaluation will permanently reduce an employee's SAD by one (1) month (i.e. moves the SAD forward one month).
- Upon an employee's tenth (10th) anniversary of employment with the County, as computed through the SAD Process above, the employee will receive a longevity step increase to 1.325% of base salary.
- Upon an employee's fifteenth (15th) anniversary of employment with the County, as computed through the SAD Process above, the employee will receive a longevity step increase to 1.35% of base salary.

Section 11.07 Prior Service – only applicable for employees hired on or before June 30, 2013

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

Section 11.08 Leave Without Pay (LWOP)

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

- A. **Effective January 1, 2004,** each accumulated eight (8) hour increment of LWOP from work (i.e. excluding nonscheduled workdays such as weekends) will reduce an employee's SCD by one (1) day (i.e. move the SCD forward one (1) day) or,
- B. **Prior to January 1, 2004,** the granting of any leave of absence without pay exceeding fifteen (15) days will cause the regular employee's salary anniversary date to be

postponed (moved forward) a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations will be based on the number of days of such leave.

Section 11.09 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 the third (3rd) step (Index Rate 1.10). At the request of the Department Head, the Board of Supervisors may approve the appointment of a new employee at an Index Rate equivalent to completion of up to the seventh (7th) step (Index Rate 1.30).

Section 11.10 Salary upon Promotion

When an employee is promoted to a classification with a higher Base Rate, the employee will have their salary adjusted by multiplying the Base Rate for the new classification as specified on the Classification System - Basic Salary Schedule by the Index Rate from the appropriate table in Article 11.

Section 11.11 Salary Upon Transfer

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

ARTICLE 12 – OVERTIME PROVISIONS

Section 12.01 Overtime

A. Overtime Work Defined

1. Forty (40)-Hour Work Period. Overtime work is defined as all work specifically authorized by the Department Head that is performed in excess of forty (40) hours per week. Overtime is not approved unless it has been specifically ordered or authorized by the Department Head. In emergency situations, when prior authorization for overtime is not possible, the subsequent approval of the Department Head or designee is sufficient.
2. Time spent on paid vacation only counts as time worked for purposes of computing overtime in the following circumstances:
 - a. When an employee is required to work overtime for an emergency situation after taking a scheduled vacation in that work week. 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.

B. Application of Overtime

1. The Department Head or designee may order employees to work overtime.
2. Time worked as overtime is not counted as service time for purposes of employee benefits, eligibility, or accrual, or early completion of probationary period or for merit increases.
3. No permanent, probationary, or limited term employee may be employed in one (1) or

more positions, full or part-time, more than a total of forty (40) hours per week, excluding authorized overtime. Nothing in this section precludes an employee from temporarily serving in another capacity in the event of an emergency, provided they have the approval of the Department Head.

C. **Overtime Payment**

Employees who are assigned FLSA Non-Exempt status receive overtime at one and one half (1.5) times their regular rate of pay, or Compensatory Time Off (CTO) at one and one half (1.5) times the hours actually worked. Overtime is paid or given as CTO at the discretion of the Department Head. Overtime is rounded up or down to the nearest quarter hour. Employees may accrue a maximum of eighty (80) hours of CTO. Only actual hours worked and holidays (including floating holidays) count towards the calculation of overtime.

Section 12.02 Compensatory Time Off

Use of Compensatory Time Off

- A. The Department Head determines the period when accrued (CTO) may be taken by each employee consistent with the needs of the department. Employees must be given prior approval, in writing, before CTO will be granted. CTO must be taken in at least one quarter (1/4) hour increments.
- B. Denial of an employee's request for use of CTO must be based on business necessity.
- C. Last Day of Work. Employees who are terminating employment for reasons other than County retirement may not use CTO to extend their termination date.

Section 12.03 Call Back

- A. Employees eligible for overtime compensation who are required to physically return to work on a regular day off, or who are required to physically return to work after leaving their place of employment will receive two (2) hours of overtime or the actual time worked, whichever is greater. Overtime is computed for work performed from the time reporting at the place of work to the time of completion of the work at the place of work.
- B. Public Works employees who are required to physically return to work, to the worksite, or another assigned work location outside of their regular daytime (Monday through Friday) work shift or called to report back to work after completing their regular daytime (Monday through Friday) work shift are compensated at time and one half (1.5) for all hours worked under the call back. For employees without a take home vehicle, call back time is computed for work performed from the time reporting to the Public Works maintenance yard to the return to the maintenance yard. For employees with a take home vehicle, time is computed for work performed from arrival at the work location to completion of the work.

Public Works employees may elect to use Vacation, CTO, or Holiday (including Floating Holidays) to cover any regularly scheduled shift.

Section 12.04 Standby

- A. Employees, excluding Social Workers and Social Worker Supervisors in Adult Protective Services and Child Protective Services, who are on standby, receive thirty dollars (**\$30.00**) per night for each night of the workweek and forty dollars (**\$40.00**) for normal scheduled days off and holidays spent on Standby time.

- B. Social Workers and Social Worker Supervisors in Adult Protective Services and Child Protective Services who are on standby receive three (3) hours' salary for each weekday they are on standby and four (4) hours salary for each holiday or weekend day they are on standby.

Section 12.05 Cash Compensation

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

ARTICLE 13 – INCENTIVE PAYS

Section 13.01 Bilingual Premium Pay

Employees who are routinely and consistently required by the Department Head to speak a language other than English, and who are able to do so fluently will receive bilingual premium in the amount of one hundred and twenty-five dollars (\$125.00) per month.

Qualification

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

Premium Compensation

Section 13.02 Detention Services Premium (Cook)

Employees appointed to the 'Cook' classification who are routinely and consistently assigned to the Sheriff's Department - County Jail where criminally charged persons are confined will receive one hundred and seventy-five dollars (\$175.00) per month for Detention Services Premium.

Section 13.03 Accreditation of Certifying Officer

Eligible non-exempt employees in the Ag Department who possess a valid Accreditation of Certifying Officer (ACO) Certification and perform ACO duties will receive one hundred dollars (\$100.00) per month.

Section 13.04 Government Agency Required License Pay

Eligible and designated employees of the Ag Department who possess a valid Class A or B California Commercial Driver's License (CDL) will receive Government Agency Required License Pay of one hundred dollars (\$100.00) per month.

If an employee is unable or unwilling to operate the heavy capacity weight truck, the employee will no longer receive Government Agency Required License Pay

Section 13.05 Detention Services Premium (Building Maintenance)

Employees in the Building Maintenance class series who are routinely and consistently assigned to the County Jail facility where criminally charged persons are confined will receive Detention Services Premium in the amount of one dollar (\$1.00) per hour for all hours worked at the County Jail.

Section 13.06 Payment of Premium Pays

All monthly incentives, premiums, and special assignments ("Premium Pays") contained in this

Agreement will be paid as follows:

Premium Pays will be payable at the full monthly rate in any month an employee is on paid status at least half of the month. If an employee is on unpaid status or has been placed on paid administrative leave for more than half of the month, Premium Pays will be reduced by half. Premium Pays will not be paid in a month if an employee is on LWOP or paid administrative leave for the entire month.

Employees hired with Premium Pays within the first (1st) fifteen (15) days of the month will receive the full monthly rate for their first (1st) month of employment; those hired with Premium Pays after the fifteenth (15th) of the month will receive half of the Premium Pays for their first (1st) month of employment.

Employees leaving County service during the first (1st) fifteen (15) days of the month will receive half of the Premium Pays for that month; those leaving service any time after the fifteenth (15th) of the month will be paid the full monthly rate.

ARTICLE 14 – CLOTHING ALLOWANCE

Section 14.01 Sheriff's Department Uniform Allowance

The County will provide new employees who are required to wear a uniform, their first set of uniforms upon entering service. If the Department Head approves a change in the uniform, the full cost of any new uniform will be borne by the County.

Employees in the Sheriff's Department who are required to wear uniforms will receive a uniform allowance in the amount of forty-five dollars (\$45.00) per month. All other employees who are required to wear uniforms will receive a uniform allowance in the amount of fifty-five dollars (\$55.00) per month. To receive the uniform allowance the employee must be in a paid status for a minimum of twelve (12) days.

Section 14.02 Protective Footwear Reimbursement

Employees required by their Department Head to wear safety boots will receive a three-hundred-dollar (\$300.00) reimbursement annually for the purchase of safety boots, insoles, laces, and socks. Boots must meet the American National Standards Institute (ANSI) Standard Z41.1 Rating 75.

Employees in the custodian and cook classifications will receive a one-hundred-dollar (\$100.00) reimbursement annually for the purchase of non-slip footwear.

ARTICLE 15 – ASSIGNMENTS REQUIRING TRAVEL

Section 15.01 Department Head and Employee Responsibility

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

- A. Presents to the Department Head or designee a valid California driver's license appropriate for the motor vehicle(s) the employee will be authorized to drive.
- B. Has no physical impairment(s) which precludes driving with or without an accommodation.
- C. Maintains a valid California driver's license.

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

Section 15.02 Authorization Forms

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

Section 15.03 Motor Vehicle Record Check

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

Section 15.04 Cancellation

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

Section 15.05 Poor Driving Performance

When an employee is required to drive in the performance of duty, their ability and willingness to drive safely is an important aspect of overall job performance. The failure of an employee to drive safely must be a matter of concern to the Department Head who will be expected to take all means available to identify a poor driver and to improve the employee's driving performance or to relieve the employee of that duty. Poor driving, as other poor performance, can be the basis for discipline pursuant to [Article 31](#) of this Agreement as well as other disciplinary and corrective measures. According to Article 31, discipline may include discharge, suspension, demotion for disciplinary purposes, reprimand, as well as other corrective measures. Department Heads will monitor the accident reports of employees to control and minimize the risk liability to the County. To assist Department Heads to identify poor drivers, they will look for the following situations which are intended to be instructive not all inclusive:

- A. **Repeated minor, at-fault accidents or moving citations.** These are instances where an authorized driver has a record of three (3) or more minor, at-fault vehicle accidents or moving citations in the past twelve (12) months, or four (4) in twenty-four (24) months. Minor accidents are accidents that do not result in injuries to persons nor is there damage to the property of any one (1) person or the County that is more than one-thousand dollars (\$1,000).
- B. **Serious at-fault vehicle accidents.** This is defined as any time an authorized driver has an at-fault vehicle accident while on the job which results in injury or death, or damage to property of any one person or the County exceeding one-thousand dollars (\$1,000).
- C. **Willful misconduct or recklessness.** This is any occasion when the facts reported to the Department Head appear to demonstrate a disregard to safety and the employer's business interest.
- D. **Citizen complaints.** Poor driving performance can also be identified by validated citizen complaints or complaints from other County employees.

Section 15.06 Reimbursement

Employees who are required or permitted to use their own vehicles for conducting County business will be reimbursed for their mileage at the current published IRS rate.

ARTICLE 16 – BENEFIT PROGRAMS

Section 16.01 Benefit Program Coverage

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

Section 16.02 Medical, Dental and Vision Insurance

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

The County contributes the Public Employees Medical and Hospital Care Act (PEMHCA) statutory monthly MEC set annually by CalPERS on behalf of each employee. The County will make an additional contribution through the County's established Section 125 Cafeteria Plan. In no event, will the total contribution exceed the employee's actual cost.

Effective January 1, 2025, the County's total monthly contribution, which includes the PEMHCA statutory monthly MEC, is as follows:

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

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

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

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

In- Lieu Health. Eligible employees may elect to "opt out" of the County provided health/dental/vision coverage upon proof of other health insurance coverage and receive two-hundred and fifty dollars (**\$250**) per month In Lieu of Premium Savings.

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

Section 16.03 Life Insurance

Employees receive life insurance benefit in the amount of fifty thousand dollars (**\$50,000**).

Section 16.04 Survivor Health Insurance Continuation

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

ARTICLE 17 - RETIREMENT

Section 17.01 Miscellaneous Retirement Formulas

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

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

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

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

- Sick Leave Service Credit – Section 20965. This benefit provides that unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave in accordance with the PERS formula.
- Non-Industrial Disability Standard
- Pre-Retirement Death Benefits:
 - 1959 Survivor Benefit Level three (3)
 - Optional Settlement 2W – Section 21548. This benefit provides that the spouse or domestic partner of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Option 2W Death Benefit which is the highest monthly allowance a member can leave a spouse or domestic partner in lieu of the lump sum Basic Death Benefit.
- Post-Retirement Death Benefits:
 - Five-hundred dollars (\$500) Lump Sum
- Two percent (2%) Retirement COLA

ARTICLE 18 - VACATION LEAVE

Section 18.01 Vacation Leave

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

Section 18.02 Vacation Accrual Upon Hire

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

Section 18.03 Accrual

Vacation leave accrues on the first (1st) day of the month following the month when vacation leave is

earned. Vacation leave is not earned when an employee is on leave without pay for half of a working month or more. Vacation leave is not earned for less than a full final month's service when an employee separates for any reason.

Section 18.04 Part-Time Employee

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

Section 18.05 Rates of Accrual

Employees accrue vacation leave as follows:

Length of Service	Accrual
Through completion of 5 years	8.00 hours per month
More than 5 years through completion of 10 years	10.75 hours per month
More than 10 years through completion of 15 years	12.00 hours per month
More than 15 years through completion of 20 years	13.50 hours per month
More than 20 years completed	16.00 per hours month

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

Section 18.06 Maximum Accrual

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

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

Section 18.07 Use of Vacation Leave

- A. Vacation Accruals earned at the end of the month are available for use the first (1st) of the following month.
- B. The Department Head determines the period when vacation leave may be taken by employees. Vacation leave will be used in one quarter (1/4) hour increments.
- C. Denial of an employee's request for use of vacation leave must be based on business necessity.
- D. Last Day of Work. For reasons other than retirement, employees who are terminating their employment may not extend their employment by using vacation. The use of vacation to extend employment for retirement purposes requires the approval of their Department Head.

Workers' Compensation/Job Protected Leave/SDI Exception: An employee on Workers' Compensation or Job Protected leave or SDI may make an irrevocable choice after exhausting sick leave and prior to using forty (40) hours of vacation not to use additional vacation hours to supplement disability benefits. However, should the employee make such irrevocable choice, they may not use vacation hours until they returned to work full time for thirty (30) calendar days, nor are they eligible for donation of catastrophic leave. The right to exercise an irrevocable choice applies separately to each leave of absence.

Section 18.08 Cash Compensation Upon Separation of County Service

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

ARTICLE 19 – SICK LEAVE

Section 19.01 Sick Leave

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

Section 19.02 Definition

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

- A. The employee's illness or injury;
- B. The employee's exposure to a contagious disease;
- C. Any medical treatment, or recovery from the treatment, prescribed by a healthcare provider.
- D. Family Sick Leave. An employee may use Family Sick Leave for the illness of a member of the employee's immediate family who requires the care and assistance of the employee. Up to eighty (80) hours per calendar year of the employee's accumulated unused sick leave may be used for this purpose.

Section 19.03 Time Sick Leave Begins to Accrue

Employees accrue sick leave with pay the first (1st) day of the month following the month in which the employee begins work. However, if an employee begins work within the first (1st) three (3) working days of the month, then they will accrue sick leave for that month.

Section 19.04 Part-Time Employee

A part-time employee accrues sick leave in the proportion of their regularly scheduled hours of service compares to regular full-time service.

Section 19.05 Rate of Accrual

Sick leave is accrued as follows:

- A. Regular full-time employees accrue sick leave with pay at the rate of eight (8) hours per month.
- B. Regular part-time employees accrue sick leave in a proportion that directly relates to regularly scheduled hours of service compared to regular full-time service.
- C. **Leave of Absence without Pay** A regular full-time employee who is granted a leave of absence without pay in excess of fifteen (15) days will not accrue any annual vacation or sick leave benefits during the period of such leave. Exception: Each regular full-time employee who is granted a leave of absence without pay in excess of fifteen (15) days and physically works at least thirty (30) hours in a month accrues sick leave with pay at the rate of four (4) hours for that month.
- D. A regular full-time employee who separates for any reason during the month earns four (4) hours of sick leave for that month if on a paid status and physically worked at least thirty (30) hours; or they earn sick leave with pay at the rate of eight (8) hours if on a paid status for more than half the working month.

Section 19.06 Use of Sick Leave

- A. Sick leave may be used once earned. Sick leave is earned at the end of the month and is available for use the first (1st) day of the following month. Sick leave must be used in one quarter (1/4) hour increments.
- B. Sick leave usage and ability of an employee to return to work is determined by County rules, regulations, and procedures regardless of determinations made by the State of California under the State Disability Insurance (SD) or Worker's Compensation (WC) program.
- C. An employee is to return to work as soon as they recover from the illness or injury, including the return to a shift or workday in progress.
- D. Employees who are too ill or injured to work are required to contact their department manager or supervisor before the beginning of their work shift if feasible but no later than within the first (1st) hour of work. Department Heads or designees have the option of instructing employees to either leave a message for a supervisor or the department designated contact person. If a message is left for the department, it must include a callback number for any follow-up information.
- E. An employee who has been directed by a medical professional to remain off work for more than one (1) day is not required to report the absence each day, if acceptable documentation has been provided to the department verifying the attending physician's directions.
- F. Employees are only required to provide general information about the nature of the illness or injury that necessitated their absence from work. The information requested is solely for the purpose of determining the legitimate use of sick leave.

Section 19.07 Recovery of SDI/WC Overpayment: Sick Leave Usage in Conjunction with SDI/WC

For employees covered under the State Disability Insurance (SDI), Paid Family Leave (PFL) program or Workers' Compensation Program (WC), accrued leave may be used to supplement these benefit payments. In no instance, however, will the combination of SDI, PFL, WC, accrued leave, or other County benefit payments exceed one hundred percent (100.0%) of the employee's monthly salary calculated on an hourly, weekly, bi-weekly, or monthly basis.

Employees are required to notify the Human Resources Department within five (5) days upon receipt of benefits, so that the benefits can be integrated. In some cases, due to delays in receiving checks under WC or SDI/PFL, employees may be overpaid. When this occurs, employees must make arrangements to pay back the overpayment within five (5) days unless the employee's condition prevents this.

Failure to make arrangements to pay back the overpayment violates County rules. Accordingly, this may result in the County taking progressive disciplinary action up to and including termination from employment.

If an employee voluntarily makes arrangements for repayment prior to notification of disciplinary action, the Human Resources Department may limit repayment to ten percent (10.0%) of gross pay each month, or a more substantial amount agreed upon, until the total amount is repaid. If the employee has made no repayment arrangements within two (2) months of first receiving duplicate benefits, the Human Resources Department will begin deducting ten percent (10.0%) of the employee's gross pay each month until the total amount is repaid.

Section 19.08 Exclusions

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

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

Section 19.09 Proof Required

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

Section 19.10 Loss of Sick Leave

- A. Any employee whose continuity of employment is broken for any reason other than Sections 19.13 and 19.14 of this Article will lose entitlement to any sick leave which has accrued but not used, unless re-employed with the County within twelve (12) months of separation date.
- B. When an employee is re-employed from a re-employment list after a break in service resulting from lay-off, the employee is credited with any unpaid sick leave which they had accumulated prior to such break in service. In addition, the prior service of such employee will also be counted for purposes of vacation entitlement.

Section 19.11 Payout of Sick Leave Upon Separation from Employment

After ten (10) continuous years of permanent employment with the County: upon separation of employment by death or retirement in accordance with provisions of the Public Employees Retirement Law, as amended, or by resignation in good standing or layoff, an employee will be paid a sum equal to twenty-five percent (25.0%) of their earned sick leave computed on the basis of the hourly equivalent to such employee's monthly salary as of the time of death, retirement, lay-off or resignation in good standing.

Section 19.12 Convert Unused Sick Leave for CalPERS Service Credit Upon Retirement

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

- A. Convert all of their unused sick leave to service credit; OR
- B. If the retiring employee has ten (10) continuous years of permanent employment with the County, upon retirement the employee may elect to receive up to twenty-five percent (25.0%) of their unused sick leave as pay at the regular rate of pay in accordance with

Section 19.13 of this Article and convert the remaining balance of unused sick leave to service credit.

ARTICLE 20 - CATASTROPHIC LEAVE

Regular employees are entitled to receive donated vacation leave hours from other regular employees based upon the following criteria.

- A. Each case will be reviewed individually on its merits and either approved or rejected based upon the principal criteria that the purpose of catastrophic leave is to ensure that the employee's medical coverage continues without interruption and to provide continued salary for these catastrophic incidents.
- B. To be eligible, an employee must have a verifiable long-term illness or injury, i.e., cancer, heart attack, stroke, serious injury, etc., or have an immediate family member with a long-term illness or injury that results in the employee being required to take time off from work to care for that family member and must have exhausted all personal vacation, sick leave and CTO, or soon will have exhausted all leaves resulting in the employee being in a non-paid status.
- C. The person receiving the donated hours must have obtained permanent employment status with the County.
- D. Donations must be made to a specific individual regular employee only. Donations must be made in eight (8) hour blocks of time.
- E. Once the employee has pledged leave hours, the donated hours cannot be reclaimed by the employee until it is determined that the hours are no longer needed by the employee to whom the hours were donated.
- F. An employee who is utilizing donated hours does not earn or accrue additional vacation or sick leave.
- G. Donated time does not have the effect of altering the employment rights of the County or the recipient employee, nor will it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.
- H. The recipient employee must provide verification of the illness or injury that qualified them to receive donated leave hours initially and as needed to the Department Head and Human Resources Director.
- I. Any employee who feels that another employee has the need for catastrophic leave may submit the reasons and circumstances in writing to the Department Head. A request on behalf of an employee must be initiated by a Department Head. The Human Resources Director will take the request to the County Administrator for approval or disapproval. If the request is approved, the employee desiring to donate time must complete forms available in the Human Resources Department. All donations are confidential.
- J. When an employee has sufficient sick leave hours accrued and has exhausted the eighty (80) hours of family sick leave usage allowed in Section 19.02 of this Agreement, the County Administrator on a case-by-case basis may consider waving the eighty (80) hour limitation on the use of sick leave for dependent care.
- K. The donation of leave time is strictly voluntary. The information regarding the approval and the option to donate will be made available to employees. Human Resources will issue written notice to all employees when an employee is authorized to receive leave donations.

- L. Solicitation or other pressure to require employees to donate from their leave balances is strictly prohibited.

ARTICLE 21 – HOLIDAYS

Section 21.01 Holidays

The County observes the following holidays:

- 1st day of January (New Year's Day)
- 3rd Monday in January (Dr. Martin Luther King, Jr. Day)
- 3rd Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- 4th day of July (Independence Day)
- 1st Monday in September (Labor Day)
- 11th day of November (Veteran's Day)
- 4th Thursday in November (Thanksgiving Day)
- The day after Thanksgiving
- 24th day of December
- 25th day of December
- 31st day of December (New Year's Eve)

Holiday Pay – Employees receive eight (8) hours of holiday pay for each observed holiday. To be eligible for holiday pay, an employee must be at work or on paid leave on the regularly scheduled workday immediately preceding the holiday and the regularly scheduled workday immediately following the holiday.

Part Time Employees. Part-time employees accrue prorated holiday pay.

Employees whose workweek is Monday – Friday, and if the observed holiday falls on a weekend, the County will observe the declared holiday as follows:

- Whenever an observed holiday falls on a Saturday, the preceding business day (usually Friday) is considered the holiday.
- Whenever an observed holiday falls on a Sunday, the following business day (usually Monday) is considered the holiday.

Employees whose workweek is other than Monday through Friday. And whose regular day off falls on an observed holiday, is, at the discretion of the Department Head or designee, entitled to:

1. Eight (8) hours off on the working day preceding or following the observed holiday; or
2. A scheduled compensatory day of eight (8) hours off within sixty (60) days following the observed holiday; or
3. Eight (8) hours of Holiday Pay.

Section 21.02 Floating Holiday Leave

Employees accrue two (2) hours of floating holiday leave per month. Floating holiday leave may accumulate to a maximum of twenty-four (24) hours. Floating holiday leave will be paid upon separation at the employee's current hourly rate of pay.

Part Time Employees. Part-time employees accrue prorated floating holiday leave.

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

ARTICLE 22 – PAID LEAVE

Section 22.01 Paid Administrative Leave

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

Section 22.02 Bereavement Leave

Employees who have been employed by the County for at least thirty (30) days are entitled to five (5) days of bereavement leave in the event of the death of an immediate family member.

Employees may use any sick leave, vacation leave, floating holiday, or CTO while on bereavement leave. The employee who utilizes bereavement leave must notify their supervisor of the intent to use bereavement leave. Bereavement leave must be used in quarter (1/4) hour increments and must be taken within three (3) months following the death of the family member.

Section 22.03 Jury Duty

Regular employees are allowed time off with pay in connection with jury duty provided.

- A. An employee must notify their Department Head or designee immediately upon receiving notice of jury duty.
- B. Employees are required to return to work on any day they are excused from jury duty with over an hour remaining of the work day, or charge the remainder of the day to vacation, CTO, or floating holiday.

ARTICLE 23 – LEAVE OF ABSENCE WITHOUT PAY

Section 23.01 Authorized Leave Without Pay

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

Section 23.02 Impact of Leave of Absence Without Pay

- A. **Leave Accrual.** Employees granted a leave of absence without pay in excess of fifteen (15) days do not accrue any vacation or sick leave during the period of the leave.
- B. **Health/Dental/Vision and Life Insurance.** Employees granted a leave of absence without pay are entitled to maintain any Health/Dental/Vision or Life Insurance program in

effect; provided that the cost of all insurances are borne solely by the employee. Exception: in the case of an employee on leave of absence without pay caused by a job-related injury or illness, the County will continue to pay the County's portion of the insurance premiums if, at the time the employee went out on worker's compensation, had a sick leave balance of one hundred and ninety- two (192) hours or more. The employee will be exempt from the accrual requirement if they can demonstrate they would have had the one hundred and ninety-two (192) hours had it not been for a serious injury or illness requiring the use of sick leave in excess of one hundred and sixty (160) hours at one time.

- C. **Seniority.** Seniority credit is not earned for any period during which the employee did not receive compensation, unless the employee is on a leave of absence without pay caused by a job-related injury or illness. For employees participating in the Catastrophic Leave Program, seniority credit is not earned for any period during which the employee received donated time.
- D. **Service Computation Date (SCD).** A regular employee's Service Computation Date will be adjusted by one (1) day for each eight (8) hour increment of LWOP.

Section 23.03 Departmental Leave Without Pay

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

Section 23.04 Official Leave Without Pay

An official leave of absence may be authorized for any regular employee for a period of time in excess of fifteen (15) days but not to exceed one (1) year.

- A. A request for an official leave of absence must be made upon forms prescribed by the Human Resources Director and specifically state the reasons for the request, the date when it is desired to begin the leave of absence, and the probable date of return. The request is normally initiated by the employee, but may be initiated by their Department Head. If an employee is physically incapacitated and, as a consequence, unable to request a leave of absence, their spouse or immediate family member may request the leave. The Department Head will indicate on the request form a recommendation as to whether the request should be granted, modified, or denied and promptly transmit the request to the Human Resources Director. If the Human Resources Director concurs in the request to grant the leave, a copy of the leave form will be delivered to Payroll. If the Human Resources Director does not concur with the request to grant leave, the request for an official leave of absence will be forwarded for review to the County Administrator. The County Administrator will determine whether the request is approved or denied. If the Human Resources Director concurs with the Department Head that the request should be denied, it is denied. However, the employee may appeal the denial to the Board of Supervisors within ten (10) days of the notice of the decision.
- B. When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave.

Section 23.05 Educational Leave

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

Section 23.06 Failure to Return from Authorized Leave of Absence

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

Prior to invoking the automatic resignation provision contained herein, the Department Head will provide the affected employee written notice and an opportunity to respond.

The affected employee may challenge the accuracy of the written notice by filing a written response within five (5) days of receipt of the notice. If no written response is timely filed, the resignation is deemed final.

The Department Head, within five (5) days of receipt of the written response, will make a final determination. The final determination will be mailed to the affected employee.

Any decision may be appealed to the Board of Supervisors. The appeal must be filed in writing within ten (10) days of receipt of the final notice. As soon as practicable, the Board of Supervisors will hear the appeal and render a written decision. The decision is final.

Article 24 - Tardy

Employees are expected to report to work in sufficient time to begin work at their designated start time and to return to work promptly from their breaks and lunch periods. Should an employee be tardy without authorization, their time sheet will reflect that they were tardy for the amount of time they were tardy.

- A. Employees determined to be tardy will be charged Leave Without Pay (LWOP) and will not be required to use vacation hours.
- B. Leave Without Pay will be charged in quarter hour (1/4) increments rounded to the nearest quarter hour an employee is tardy.
- C. C. The employee's leave accruals will not be charged due to tardiness unless requested by the employee and approved by the Department Head or designee.

ARTICLE 25 - PROTECTED LEAVES

Section 25.01 General Policy.

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

ARTICLE 26 – EMPLOYEE EVALUATIONS

Section 26.01 Purpose.

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

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

- B. An employee who receives an overall rating of less than meets standards and/or a recommendation for denial of their merit step increase will have the following included in the evaluation:
 - 1. A clear statement identifying specific problems with the employee's work performance which support the rating and/or merit increase denial;
 - 2. Factual evidence to support any identified statements of deficiency;
 - 3. Reference to any prior counseling regarding problems with the employee's performance;
 - 4. Constructive recommendations for improving performance or addressing deficiency;
 - 5. A suggested time frame for improvement.
- C. Outstanding performance will be included in the evaluation.
- D. Each performance evaluation covers a particular time period and only documents performance that occurred during that evaluation period.

Section 26.02 Review of Performance Evaluation.

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

Section 26.03 Withhold Merit/Longevity Step Index Increase

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

For employees hired on or after July 1, 2013, Merit Step Index increases will occur on the employee's SAD, only when the Human Resources Department has received an evaluation that shows that the employee at least "meets standards" within the last three (3) months of the employee's SAD.

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

Salary Anniversary Date (SAD) delays for receiving 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 (1) month.

ARTICLE 27 – PROBATIONARY PERIODS

Section 27.01 Probationary Periods

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

Section 27.02 Computing the Probationary Period

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

Section 27.03 Acquisition of Permanent Status

Probationary employees are at-will. Probationary employees acquire permanent status upon completion of their probationary period.

Section 27.04 Postponement of Probationary Period

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

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

Section 27.05 Temporary Appointment

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

Section 27.06 Probationary Period Upon Promotion

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

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

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

Section 27.07 Probationary Period Upon Transfer

An employee who transfers to another department must serve a new at-will probationary period of twelve (12) months. If the employee fails that new probationary period, upon approval of the former Department Head, the employee may return to the former position. If the Department Head rejects the employee's request to return to their former position they will be released from employment.

Section 27.08 Probationary Period Upon Demotion

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

Section 27.09 Release During Probationary Period

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

Section 27.10 Probationary Period upon Re-Employment

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

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

Section 27.11 Probation Upon Reclassification.

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

ARTICLE 28 – TRANSFERS, REASSIGNMENTS, AND PROMOTIONAL OPPORTUNITY

Section 28.01 Transfers Within Offices or Departments.

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

Section 28.02 Interdepartmental Transfers.

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

- A. The two (2) positions have similar minimum qualifications and duties and the affected employee possesses the minimum qualifications for the position to which they are being transferred.
- B. The positions, if not in the same class, are in the same salary range; provided that an employee may voluntarily demote to a position in a lower salary range.

- C. The appointing authorities of both offices or departments have approved the transfer in writing.
- D. The employee has approved the transfer in writing.
- E. The Human Resources Director has approved the transfer.

Section 28.03 Temporary Transfers.

The appointing authority may temporarily transfer a regular employee to a regularly authorized position in a class having a higher salary range when the incumbent in such position is absent or when there is no incumbent for such position. Such temporary transfer may not exceed a period of 90 days unless a longer period is specifically authorized by the County Administrator. The salary of the employee during the period of such temporary transfer will be determined in accordance with Article 11 of this Agreement. The period of County Service of an appointee to a temporary position, subsequently appointed to a permanent position in the same class without a break in service, shall not be included in computing the probationary period. [[Reference Section 27.05 Temporary Appointment of this Agreement](#)]

Section 28.04 Reassignments

The movement of an employee from one position to another of the same classification within the same department is a reassignment, not a transfer, and may be accomplished at the discretion of the appointing authority.

Section 28.05 Promotions

- A. **Advancement According to Merit and Ability.** The Human Resources Director, each officer and Department Head will encourage economy and efficiency in and devotion to County service by encouraging promotional advancement of employees showing willingness and ability to perform efficiently the services assigned to them. Every person in County service will be given the opportunity to advance according to merit and ability.
- B. **Filling Vacancies by Promotion; Promotional Lists.** Vacancies in positions will be filled insofar as possible and consistent with the best interests of the County from among County employees, and appropriate promotional lists will be established for this purpose.
- C. **Selection Procedures.** Whenever the Human Resources Director determines that the needs of County service so require, they may announce and hold promotional selection procedures for purposes of establishing County-wide or departmental promotional lists.
- D. **Eligibility.** Promotional examinations will be limited to employees specified in this section.
- E. **Promotional Eligibility.** An employee in an office or department designated by the Human Resources Director, as appropriate, may participate in a promotional selection procedure.
- F. **Qualifications.** No employee may participate in a promotional selection procedure unless they have the minimum education and experience requirements and any license, certificate or other evidence of fitness as prescribed for the class for which the selection procedure is given.
- G. **Additional Credit.** Each employee who has attained a passing mark on a promotional selection procedure may be allowed one (1) additional point up to a maximum of five (5) points, for each year or major portion thereof of seniority calculated in accordance with [Section 29.03](#) of this Agreement entitled Lay-Off List Computation.

- H. **Promotional List.** In establishing the promotional list following the selection procedure, the names of the persons who have attained a passing mark will be placed in the order of final earned ratings, except as such order may be modified by the application of this section. The names of employees who separate from county service will be removed from the promotional list.
- I. **Release Time:** Employees who have been invited to participate in County recruitment selection procedures may be provided reasonable release time during their scheduled working hours, on paid County time, to take County exams and to participate in County interviews conducted for the purpose of determining the best qualified candidate. In the event an employee cannot be released to take part in the selection procedures due to department operational reasons, the department will work with Human Resources to arrange for an alternate time for the employee to participate. Employees requesting release time will give their supervisor as much advance notice as possible.

ARTICLE 29 - LAYOFF AND REINSTATEMENT PROCEDURES

Section 29.01 Layoffs

The appointing authority may layoff employees pursuant to this section (i) whenever it becomes necessary because of lack of work or funds or (ii) whenever it is deemed advisable in the interests of economy to reduce the work force in a department.

Section 29.02 Order of Layoffs

Persons will be laid off in the following order:

- A. Layoff will be by department and class within the department, except as otherwise noted herein.
- B. When it becomes necessary to reduce the work force in any department, layoff of regular employees will be in the order in which their names appear on the Layoff List for the affected class, as prepared by the Human Resources Director, with those persons having the least seniority credit being first laid off.
- 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 section when recommended by the appointing authority and approved by the County Administrator.

Section 29.03 Layoff List Computation

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

- A. **Seniority Defined.**
 - 1. For each regular employee, except as modified in Section 29.02 of this Article, seniority will be measured from such employee's initial appointment to permanent county service. Seniority will not be calculated nor included for any period during which the employee did not receive compensation, or for any period the employee was on donated catastrophic leave, or for any time the employee was off work as result of a disciplinary action which was appealable and either not appealed or was sustained or modified upon appeal.

For any employee who is re-employed after permanent separation, seniority will be measured from the date of their most recent appointment.

2. Regular employees who held seasonal or limited term status prior to permanent appointment will receive seniority credit for said status only if the service was continuously compensated employment prior to a permanent position.
3. One point seniority credit will be given for each full calendar month of service as specified in (1) and (2) above or for any period of one half (1/2) or more of a calendar month for the first or last months of employment. Permanent part-time employees will receive seniority credit on a proportionate basis to their monthly regular scheduled services.

B. **Tie Breaking.** When two (2) or more regular employees have the same total Layoff credit, the tie will 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 Section 29.03 A of this Article.
2. Employees with the highest position on the employment list of permanent appointment to their present class.
3. Random drawing.

Section 29.04 Notice of Layoff

The appointing authority will 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 appointing authority, then it will serve said notice by personal service. If personal service cannot be made, said notice will be effective when mailed by ordinary mail to said address. Notice of Layoff will be mailed or delivered to all regular employees affected by a layoff at least fifteen (15) days prior to the effective date of the action. Said notice will include:

- A. Reason for layoff.
- B. Regulations pertaining to demotion and displacement in lieu of layoff.
- C. Effective date of the action.
- D. Conditions governing retention on and reinstatement from re-employment lists.
- E. Rules regarding waiver of reinstatement and voluntary withdrawal from the re-employment list.
- F. Layoff list credit of the employees.

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

Section 29.05 Demotion and Displacement in Lieu of Layoff

- A. In lieu of being laid off, a regular employee may elect demotion and displacement in lieu of layoff 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 will be applicable only within the department and subject to layoff list provisions in this section based on seniority and ability.
- C. Notwithstanding Section 29.05 A and B, employees who are transferred in accordance with Section 28.02 of this Agreement and are subject to layoff, should retain their rights to demotion and displacement in lieu of layoff in the previous department or to whichever department the employee's previous position has been allocated if the interdepartmental transfer was initiated by the County. Should an employee exercise 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 layoff, an employee must notify the Human Resources Department in writing of this election no later than five (5) days after receiving the notice of layoff. Regular employees will have an additional five (5) days after each notification that layoff credit is insufficient to allow displacement as computed in Subsection C above. The Human Resources Director must be notified, in the time frame noted above, for a regular employee to elect to displace to the next lower class.
- E. A Department Head may request that their department be exempted from this subsection if they are able to demonstrate to the Board of Supervisors that this process would damage the overall efficiency and effectiveness of the department.

Section 29.06 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 will offer available extra help employment to the laid off employee. Utilization of extra help will not supplant regular employees.

Section 29.07 Priority Consideration

An employee who has received formal notice of separation from employment resulting from a pending layoff in accordance with [Section 29.01](#) of this Article may elect to have their name forwarded for Priority Consideration for any County vacancy for which they meet the Minimum Qualifications.

The names of qualifying employees will be sent to the Department Head of any department that has a vacancy as soon as possible, but no later than seven (7) days after the Human Resources Department is notified by the department of the vacancy.

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

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

Employees who transfer to another department in accordance with this program are subject to the terms and conditions of a transfer as set forth in [Sections 27.07 Probationary Period Upon Transfer](#) and [Article 28 Transfers, Reassignments, and Promotional Opportunity](#) of this Agreement.

Section 29.08 Re-employment List (Layoff or Displacement in Lieu of Layoff)

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

- A. Any person who is laid off or displaces into another class because of temporary or permanent abolishment of their position will have their name placed on the re-employment list for the class from which they have been laid off. Notwithstanding the provisions in Yuba County Merit Resolution Article 10 Certification and Appointment, when a vacancy occurs in a classification for which a re-employment list exists, the entire list of eligible persons will be certified to the Department Head seeking to fill the vacancy. The Department Head will re-employ the eligible person with the most County seniority who was laid off from their department and is actively seeking re-employment. Should there be no eligible person on the list who was laid off from the hiring department, the Department Head will re-employ the eligible person with the most County seniority who is actively seeking re-employment. Should an eligible person reject two offers of re-employment their name will be removed from the re-employment list. If no eligible person is actively interested in re-employment, the order of lists as defined in the Yuba County Merit Resolution Article 9 subsection 12 will be followed.
- B. The name of any person who is laid off or displaces into another class will continue on the appropriate re-employment list for a period of one (1) year after it is placed there. The name of any eligible person on a re-employment list must be automatically removed from said list at the expiration of the one (1) year period except that the Human Resources Director may exercise the option available under the Yuba County Merit Resolution Article 9, subsection 7, Duration of Eligible List.

ARTICLE 30 - DISMISSAL, SUSPENSION, REPRIMAND, DEMOTION AND RIGHT OF APPEAL

Section 30.01 Disciplinary Guidelines*The purpose of discipline is to administer equitable and consistent discipline for unsatisfactory conduct.*

- A. Disciplinary action may be imposed at any step of the disciplinary process depending on the severity of the problem and/or the number of occurrences: Letter of Reprimand; Suspension without pay; Reduction in Pay (defined as base rate multiplied by index), Demotion; or Termination from employment.
- B. Progressive discipline means that, with respect to most disciplinary problems, the following steps will normally be followed: a first offense may call for a letter of reprimand; a next offense may lead to suspension without pay; and still another offense may then lead to termination of employment. While it is impossible to list every type of behavior that may be deemed a serious offense, some examples include theft, assault, falsification of records or documents, etc.; we recognize there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.
- C. The County's use of progressive discipline is intended to correct most employee problems at an early stage, benefiting both the employee and the County of Yuba.

Section 30.02 Regular Employees - Disciplinary Action and Notice

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

- A. **Formal Written Reprimand.** When an employee receives a formal written reprimand from a Department Head, the employee has ten (10) days after receipt of the letter to file a written or oral response to the letter. The Department Head may then modify, amend, or revoke any part of the formal written reprimand. The employee's response will be considered by the Department Head. If it is demonstrated that any part of the formal written reprimand is inaccurate or not factually supported it will be modified, amended, or revoked. Unless revoked completely, the formal written reprimand as amended or modified by the Department Head along with any written response will be placed in the employee's personnel file in the Human Resources Department. The written reprimand and response will remain in the employee's personnel file for a period not to exceed two (2) years from the date the final reprimand was issued.
- B. **Suspension, Reduction in Pay, Demotion or Dismissal.** Before taking more serious disciplinary action or initiating a formal investigation, the Department Head should contact and discuss the action with the Human Resources Director and/or the County Counsel or designee.
- C. **Notice to Employee.** A Department Head who concludes that suspension, demotion, or termination is justified, must notify the affected employee in writing of the proposed action; the reasons therefore with a copy of charges and material on which it is based and the right to respond to the Department Head or designee. The notice must be served to the employee at least five (5) days before the intended action.
- D. **Written Notification.** Written notification will be provided to the employee and a copy sent to the Human Resources Department. If personal service to the employee is not possible, a copy of the notification will be sent by registered mail to the employee at their last known address.
- E. **Employee Right to Respond.** The employee is entitled to a meeting with the Department Head or designee within five (5) days of notice of the proposed action to answer the charges or to present an answer in writing to the charges during the same period of time. After meeting with the employee and/or reviewing the written material provided by the employee, the Department Head may:
 - 1. carry out the disciplinary action by written notification;
 - 2. rescind the proposed action;
 - 3. impose a lesser disciplinary action; **or**
 - 4. withdraw and amend the proposed action and serve another notice of proposed action, if further areas for discipline were discovered prior to the disciplinary action being imposed.

Section 30.03 Causes for Discipline

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

- A. Fraud in securing appointment, including but not limited to falsification of application in securing appointment, and false information concerning professional licenses, College/University diplomas, advanced degrees, or certifications.

- B. Incompetency.
- C. Inefficiency.
- D. Inexcusable neglect of duty.
- E. Insubordination.
- F. Dishonesty.
- G. In possession of, trafficking in, or under the influence of alcoholic beverages or illegal drugs while at work or on County property.
- H. Intemperance.
- I. Inexcusable absence without leave.
- J. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- K. Discourteous treatment of the public or other employees.
- L. Political activity, which is in violation of federal, state or local laws and regulations.
- M. Use of County property in violation of law or board order.
- N. Violation of this Article.
- O. Any other failure of good behavior or acts either during or outside of duty hours which are incompatible with or inimical to the public service
- P. Refusal to take and subscribe to any oath or affirmation, which is required by law in connection with employment.
- Q. Violation of this MLA, the Merit Resolution, and Rules Governing.
- R. Violation of written County or departmental policy.
- S. Conduct or behavior that constitutes sexual harassment or creates a hostile work environment.
- T. Negligent 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.
- V. Knowingly making false accusation or knowingly providing inaccurate information about an employee that could lead to disciplinary action of the employee if the information or accusation were true.

Section 30.04 Right of Appeal

- A. Any regular employee, employee, except a probationary employee, who is suspended, demoted, reduction in pay, or terminated, may appeal the decision by filing an appeal with the Human Resources Director within five (5) days after service on the employee. Probationary employees do not have the right to appeal discipline. Within fifteen (15) days

from the date of service of the order upon the employee, the employee may file with the Human Resources Director an answer in writing to the charges outlined in the order of disciplinary action. The Human Resources Director will review the order, notice of appeal, and answer, and then discuss the disciplinary action and appeal with the employee and/or their representative and the Department Head to determine if a hearing is necessary.

- B. In the event an agreement regarding the disposition of the matter cannot be reached within fifteen (15) days after the filing of the answer to the charges, and upon the request of the employee, the Human Resources Director will contact the State of California Office of Administrative Hearings to request the assignment of a Hearing Officer to hear the appeal. If the Office of Administrative Hearings cannot provide an Administrative Law Judge to preside over the hearing within thirty (30) days from the date of the appeal, the parties may directly select a neutral third party to hear the matter and render a decision. The employee and/or their representative must agree within ten (10) days to a hearing date after contact by the Human Resources Director or the appeal will be considered to have been abandoned by the employee and will not be scheduled. The Hearing Officer will commence hearing the matter as soon as possible.
- C. If any employee alleges that the suspension, demotion, reduction in pay, or termination resulted from discrimination based on protected classes, an appeal will be heard on this issue only if the employee's allegation is supported by a written statement of grounds or reasons which are deemed by the Hearing Officer to be sufficiently clear and concrete to permit a hearing. The written statement of grounds must be served to County Counsel at least fifteen (15) days before the hearing. The County Counsel must then serve the employee with a response to the allegation(s) at least five (5) days before the hearing. The burden of proof is on the complainant to show by a preponderance of evidence that an unlawful discriminatory action occurred.

Section 30.05 Hearing

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

- A. The Hearing is public unless the employee requests that the matter be heard privately,
- B. Subpoenas and Subpoenas Duces Tecum may be issued in accordance with [Section 11450.05 et seq. of the Government Code.](#)
- C. The Hearing is conducted in accordance with [Section 11513 of the Government Code.](#)
- D. The provisions of [Section 11507.6 of the Government Code](#) apply to any hearing conducted pursuant to this section and provides the exclusive right to and method of discovery, except that time limitations will be those established by the Hearing Officer. In those cases where the Board reheard the matter as provided by Section 31.06, the Board will establish the timelines
- E. All costs related to the hearing directed to be incurred by the Hearing Officer and all fees of the Hearing Officer will be shared equally by the parties, except that,
 - 1. in the event the employee is fully reinstated, **or**
 - 2. the employee is in a position funded in whole or in part by the federal or state government which comes under Section 19800 of the Government Code of the State of California, the costs and fees will be borne by the County department imposing the discipline.

Section 30.06 Decision

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

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

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

1. Follow the recommendation of the Hearing Officer; **or**
 2. 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 [Section 31.05](#) of this Article.
 5. In these cases, the Board's decision is final and binding on all parties.
- B. The procedures in this Subsection is followed except as outlined below;
1. In cases where discrimination in suspension, demotion, reduction of pay, or termination based on race, religion, color, sex, marital status, handicap, medical condition, age, ancestry, or national origin is alleged and proven, the Hearing Officer has the authority to reinstate the employee without prejudice where the decision is supported by the written findings of the Hearing Officer.
 2. For employees in positions funded in whole or in part by the federal or state government which come under Section 19800 of the Government Code of the State of California, the decision of the Hearing Officer in matters of demotion, reduction in pay or termination, is final and binding upon all parties within the limits and the authority of Hearing Officers as may be found in relevant sections of this Agreement.
 3. The Hearing Officer does not have the power to alter, amend, change, add to or subtract from this Agreement or any ordinance, resolution, rule or regulation approved by the Board of Supervisors.
 4. The Hearing Officer does not have the power to award punitive damages.
 5. The Hearing Officer's findings and award must be based solely on the evidence presented at the hearing.
 6. The Hearing Officer's decision, as outlined above is not be subject to modifications by the Board of Supervisors and must be implemented by the Board.

ARTICLE 31 - GRIEVANCE PROCEDURES

Section 31.01 Purpose

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

Section 31.02 Definition

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

Section 31.03 General Provisions

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

Section 31.04 General Procedures

Step 1:

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

Step 2:

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

Step 3:

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

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

Step 4:

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

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

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

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

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

Follow the recommendation of the Arbitrator; or

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

F. If neither party files an appeal within the 30-day period, the decision of the Arbitrator is deemed adopted by the Board of Supervisors. The decision of the Board is final and conclusive.

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

H. If neither party files an appeal within the 30-day period, the decision of the Arbitrator is deemed adopted by the Board of Supervisors. The decision of the Board is final and conclusive.

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

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

ARTICLE 32 - JOINT LABOR MANAGEMENT COMMITTEE (JLMC)

The JLMC will be organized as follows:

- A. YCEA is entitled to three (3) representatives at each JLMC meeting, as well as the YCEA Executive Director or designee. The Business Representative serves as co-chairperson for YCEA.
- B. The County is entitled to three (3) management representatives as well as the Human Resources Director or their designee, who serves as co-chairperson for the County.
- C. Additional YCEA and County management representatives may attend a scheduled meeting based upon the issues, which are agendaized for discussion at any scheduled meeting. Additional YCEA representatives to be released is subject to the approval of the Human Resources Director or designee.
- D. The parties agree to exchange proposed agenda items at least seven (7) days in advance of the next meeting so that the appropriate YCEA and/or management representatives may be scheduled/released to attend and take part in the agenda item discussion.

ARTICLE 33 - MISCELLANEOUS

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

The Association will notify all 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 that may be caused or initiated by others and to encourage employees violating this section to return to work.

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

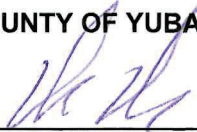
Nothing contained herein precludes the County from obtaining judicial restraint and damages in the event of a violation of this Agreement.

This Agreement supersedes all previous Agreements and Side-Letters.


Neither party is obligated to meet and confer with respect to any subject or matter contained in this Agreement. Nothing precludes the parties from meeting and conferring by mutual agreement. 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 YCEA.

Signed and agreed upon on June 25, 2024 by the following parties:
(DATE)

COUNTY OF YUBA




Don Blaser, Chair
Board of Supervisors



Tiffany Manuel
Human Resources Director

YUBA COUNTY EMPLOYEES ASSOCIATION



Tonya English,
YCEA President



Ron Slaven
YCEA Executive Director