

MEMORANDUM OF UNDERSTANDING

**By and Between
The County of Yuba
And
Yuba County Probation Peace Officers' Association
(YCPPOA)
Representing
Bargaining Units #16 and 17**



September 1, 2019 – June 30, 2022

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PREAMBLE

This comprehensive Memorandum of Understanding (hereinafter referred to as Agreement or MOU) is between the County of Yuba (hereinafter called the County) and Yuba County Probation Peace Officers' Association, (hereinafter called the Union or PPOA) for the purpose of setting forth a mutual understanding of the parties as to wages, hours, and working conditions, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code section 3500, et seq.). This MOU is a consolidation of previous Memorandums of Understanding, and previously agreed upon mandatory subjects of bargaining found in the County's Merit Resolution and the County's Rules Governing Resolution.

The County and the Union met and conferred in good faith regarding wages, hours, and working conditions and mutually agreed to an Agreement for the period beginning September 1, 2019 and ending June 30, 2022. Unless otherwise indicated here in, all provisions shall become effective the first pay period following board adoption.

Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

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

Appointing Authority means a person or group having lawful authority to appoint or remove persons from positions in County service.

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.

Business Day means the standard operating hours of the County, typically Monday through Friday from 8 a.m. to 5 p.m.

Certification means the action by which persons on an eligible list are certified by the Human Resources Director to the appointing authority as eligible for appointment or promotion.

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

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

Classified Service means all positions in the County service except elected officials, extra-help employees, and other positions specifically designated by the Board to be exempt from the classification plan.

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

Compensable Time Off (CTO) means compensable time earned in place of overtime pay at the rate of 1 ½ times the amount of time worked.

Day means a period of time between any midnight and the midnight following except in the Juvenile Hall where a day is any 24 hour period beginning with the regularly scheduled work shift.

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.

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

Eligible List means a list of persons who have been examined in open or promotional competitive examinations and are eligible for certification in a specific class.

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

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

Hourly Rate means the amount of compensation, for a full hour's service as set forth in the Classification System-Basic Salary Schedule. 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 12 and divide resultant by 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.

Overtime means work specifically authorized by the Department Head or designee which is performed in excess of 40 hours per week.

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 his/her 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.

Promotion List means a list of names of county employees who have passed a promotional selection procedure for a class in the classified service, ranked in the order of score earned.

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.

Rank means all candidates receiving the same range of scores on an eligibility list.

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 his or her annual salary merit increase, normally the first day of the month following an employee's Service Computation Date.

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

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

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

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

Transfer means either:

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

Work week: A work week is a period of seven (7) consecutive 24 -hour periods. It may begin on any day of the week and at any hour of the day.

Work day: Work day, in general, means the period between the time on any particular day when an employee commences his/her work and the time on that day at which he/she ceases such work. The work day may therefore be longer than the employee's scheduled shift or hours.

Yuba-Sutter Area means Yuba and Sutter Counties.

ARTICLE 2 – GENERAL PROVISIONS

Section 2.01 Scope

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

Section 2.02 Exercise of Power

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

Section 2.03 Records and Reports

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

Section 2.04 Cooperation

All officers and employees of the County shall aid in all proper ways in putting this Agreement into effect.

Section 2.05 Review of Personnel Files

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

ARTICLE 3 - RECOGNITION

Section 3.01 Association Recognition

The County recognizes the Association as the recognized exclusive bargaining representative for the purpose of negotiating wages, hours, and working conditions for all employees of the County whose employee classifications are contained within the Deputy Probation Officer series and Juvenile Corrections Officer (#16) and Supervising Deputy Probation Officers and Supervising Juvenile Corrections Officer (#17) Bargaining Units of the County as established in accordance with the Yuba County Ordinance Code, [Title III Personnel, Chapter 3.10 Employer-Employee Relations Policy](#). Both parties recognize their mutual obligation to cooperate with each other to ensure maximum service of the highest quality and efficiency to the citizens of the County.

Section 3.02 Non-Discrimination

Neither the County nor the Union shall interfere with, restrain, or coerce employees in the exercise of the rights recognized or granted in the Yuba County Ordinance Code, Title III, [Chapter 3.10 Employer-Employee Relations Policy](#) or for the exercise of rights guaranteed by this Agreement and/or State or Federal law.

The County and the Union agree not to discriminate against any employee for exercising his or her legal rights to organize and bargain collectively. The County and the Union further agree that there shall be no discrimination against any employee because of membership or non-membership in the Union, or other employee organization, on the basis of race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition (including pregnancy, childbirth, or medical conditions related to pregnancy or childbirth), marital status, sex, gender, age, or sexual orientation (including heterosexuality, homosexuality, and bisexuality), or the perception that a person has any of those characteristics, or that the person is associated with a person who has or is perceived to have any of those characteristics. The parties agree that such discrimination is not acceptable and will not be tolerated.

ARTICLE 4 - MANAGEMENT RIGHTS

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

ARTICLE 5 – HOURS OF WORK

Section 5.01 Determination of Appointing Authority

The appointing authority shall determine the hours of work for each employee in accordance with the needs of the department.

Section 5.02 Hours of Work

40 Hour Work Period.

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

Work Schedules.

- The work week schedule shall normally consist of five work days of eight hours each for a total of forty work hours (5/8/40), or
- Four work days of ten hours each (4/10/40), or
- Two work days of sixteen hours and one work day of eight hours (16/16/8), or
- Eight work days of nine hours each and one day of eight hours with one work day off every other week. The eight hour work day and alternate day off must be the same day of the week.
- Three work days of twelve hours and four work days of twelve hours (84 hours), OR three work days of twelve hours and 3 works days at twelve hours plus one work day at eight hours (80 hours), in a two week period.

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

It shall be the duty of each Department Head to arrange the work of the department so that each employee therein shall work not more than 40 hours in any work week; except, that a Department Head may require any employee to temporarily perform service in excess of 40 hours when public necessity or convenience so requires. Alternative work schedules may be administered under the 207(k) work provisions of the Fair Labor Standards Act.

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

Nothing contained in this Agreement shall prevent, relieve, or otherwise excuse 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 such a manner as to enable department offices to remain open at all times necessary.

Section 5.04 Part-Time Employees

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

Section 5.05 Rest Periods

Subject to the discretion and control of the appointing authority, all employees shall be allowed rest periods not to exceed 15 minutes during each 3 consecutive hours of work except where public safety and operational requirements do not permit, but the total number of rest periods in any one working day shall not exceed 2. Rest periods shall be considered hours worked and scheduled in accordance with the requirements of the department and shall be taken at such location as designated by the Department Head.

Section 5.06 Lunch

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

Section 5.07 Time Off Between Shifts

If an employee who is assigned to a 12 hour shift is required to work during his/her 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 shall not exceed the amount of time the employee was required to work during his/her scheduled time off.

Section 5.08 Maximum Hours

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

Section 5.09 Job Sharing

- A. Any permanent, full-time position (40 hours per week) may be shared by two employees (with one employee working 20 or more hours and the other 19 hours or less) with the approval of the employees involved, the Department Head, and the Human Resources Director.
- B. The work schedule for such employees shall be reduced to writing and may only be changed in the same manner as other work schedules in the Department are altered from time to time, provided that the two employees may agree to temporary adjustments with the approval of the Department Head.
- C. Employees in job sharing arrangements shall be entitled to all of the rights and benefits of regular part-time employees but may work no more than 30 hours per week.
- D. A participant in a job sharing arrangement may apply for appointment to a full-time position either in the same classification or, if qualified, in another classification when a vacancy occurs. Such applications shall be considered in the same manner as all other applications for transfer.
- E. If one of the participants of a job sharing arrangement terminates employment or is reassigned to another position, the appointing authority shall first offer the remaining participant the right to full-time status before proceeding with the normal process to fill the vacancy as a regular part-time position.

ARTICLE 6 – PAYMENT OF SALARY

Section 6.01 Payment

Except as otherwise provided, the full-time compensation of all officers and employees of the County is determined pursuant to the provisions of the Merit/Longevity Step Index and Classification System – Basic Salary Schedule, then in effect. Rules regarding processing of payroll shall be established by the Auditor/Controller.

Personnel are paid monthly on the eighth day of the month unless such day falls on a holiday or weekend. Then such pay day shall be the previous working day. Pay periods close on the last working day of each month.

The County is currently in contract with Kronos and is moving forward with the implementation of the Payroll, Human Resources and Time and Labor Management modules. Prior to the implementation of each module, the County will communicate an anticipated timeline. The County agrees to meet with YCPPOA representatives to discuss the impacts of this project on YCPPOA represented employees if requested in writing by YCPPOA.

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

The salary and leave accruals 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.

Section 6.02 Fees, Commissions, and Compensation

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

ARTICLE 7 – COMPENSATION

Section 7.01 Salary Adjustments – Deputy Probation Officer Series

Effective the **pay period following Board adoption** salaries for those positions in the Deputy Probation Officer Series will be increased by **1%** of base salary.

Effective **January 1, 2020**, salaries for those positions in the Deputy Probation Officer Series will be increased by **1.5%**.

Effective **July 1, 2020**, salaries for those positions in the Deputy Probation Officer Series will be increased by **2.75%**.

Effective **July 1, 2021**, salaries for those positions in the Deputy Probation Officer Series will be increased by **3.0%**.

Section 7.02 Salary Adjustments – Juvenile Corrections Officer Series

Effective the **pay period following Board adoption** salaries for those positions in the Juvenile Corrections Officer I/II and Supervising Juvenile Corrections Officers will be increased by **6.0%** of base salary.

Effective **July 1, 2020**, salaries for those positions in the Juvenile Corrections Officer I/II and Supervising Juvenile Corrections Officers will be increased by **6.0%**.

Effective **July 1, 2021**, salaries for those positions in the Juvenile Corrections Officer I/II will be increased by **5.0%** and Supervising Juvenile Corrections Officers will be increased by **6.0%**

Section 7.03 Class / Compensation Adjustment

Effective July 1, 2020, the classification of Deputy Probation Officer I/II/III shall become Deputy Probation Officer I/II.

Incumbents in the position of Deputy Probation Officer I will remain a Deputy Probation Officer I. The base salary for Deputy Probation I will be the current (at time of implementation) base salary of a Deputy Probation Officer II.

Incumbents in the positions of Deputy Probation Officer II and III will be classified as Deputy Probation Officer II. The salary for the updated Deputy Probation Officer II will be the current (at time of implementation) base salary of the Deputy Probation Officer III.

ARTICLE 8 – MERIT PROCEDURES FOR MERIT/ LONGEVITY STEP INDEX (Employees hired prior to July 1, 2013)

Section 8.01 Salary Based upon Merit/Longevity

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

Section 8.02 Salary Determination or Adjustments

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

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

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

Section 8.03 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 8.04 To Determine an Employee's Hourly Rate

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

Section 8.05 Service Computation Date (SCD) and Index Rate Determination

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

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

Section 8.06 Salary Anniversary Date (SAD) For Merit/Longevity Index Rate Adjustments

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

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

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

Section 8.07 Prior Service

Prior service refers to the number of calendar days between a current employee or applicant's previous hire date and his/her previous termination date with the County of Yuba as a regular YCPPOA MOU 09/01/2019 – 06/30/2022

employee. If, when applying the employee's prior service credit on a calendar day basis, it results in a date which falls within the first three calendar days of the month, the employee will be given credit for that entire month. Should the application of prior service on a calendar day basis result in a date other than the first three calendar days, the employee's adjusted SCD will be the 1st day of the following month.

Section 8.08 Leave With Out Pay (LWOP)

LWOP will be computed in either one of two ways.

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

Section 8.09 Advanced Index Rate Hires (external recruitments only)

When it is necessary to attract the best qualified applicants to a critical position or when an applicant's prior experience justifies, the Department Head is authorized to hire a new employee at an Index Rate equivalent to completion of up to two years of service (Index Rate 1.1030). At the request of the Department Head, the Board of Supervisors may approve the appointment of a new employee at an Index Rate equivalent to completion of up to four years of service (Index Rate 1.2160). The employee will be given a Temporary SCD adjusted to reflect completion of from one to four years of prior service. The employee's SCD will be temporarily adjusted to reflect the advanced Index Rate.

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

Section 8.10 Promotions

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

Section 8.11 Salary Upon Transfer

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

Section 8.12 Salary Upon Reclassification

- A. **No Change:** When a reclassification results in no change to the base rate of the classification, there will be no change to the employee's salary.
- B. **Higher Class:** If a reclassification results in an employee's position being assigned to a classification having a higher base rate of pay, the employee's salary shall be determined consistent with Section 8.10.
- C. **Lower Class:** If a reclassification results in an employee's position being assigned a lower classification having a lower base rate of pay, the employee's salary shall be determined consistent with Section 8.02 or 8.13 as applicable.

PROCEDURES FOR MERIT INCREASES FOR EMPLOYEES HIRED ON OR AFTER 7/1/13

Section 8.13 Salary based upon Merit:

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

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

Section 8.14. Service Computation Date (SCD) and Index Rate Determination

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

Section 8.15. Salary Anniversary Date (SAD) For Merit Index Rate Adjustments

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

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

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employee receives at least a “Meets Standards” performance evaluation. In this instance, the employee’s Salary Anniversary Date (SAD) will be the 1st day of the month following said successful performance evaluation. However, if the successful performance evaluation is given on the 1st day of the month then the merit increase will be given in that same month.

Section 8.16. Leave With Out Pay (LWOP)

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

Section 8.17. Performance Based Merit Delay

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

Section 8.18. Advanced Index Rate Hires (external recruitments only)

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

Section 8.19. Longevity Increase

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.

ARTICLE 9 – OVERTIME, COMP TIME, CALLBACK AND STANDBY

Section 9.01 Overtime

A. Overtime Work Defined

1. 40-Hour Work Period. Overtime work shall be defined as all work specifically authorized by the Department Head which is performed in excess of 40 hours per week.
 - a. Time worked beyond the official 40 hour work week shall not be considered overtime unless it has been specifically ordered or authorized by the Department Head. In emergency situations, when prior authorization for overtime is not possible, the subsequent approval of the Department Head or designee or the Board shall be required.
 - b. Overtime earned shall be rounded up or down to the nearest quarter ($\frac{1}{4}$) hour worked.
2. 12-Hour Shift: For Employees who are scheduled to work a 12-hour shift plan, overtime work shall be defined as all authorized work in excess of 84 hours in a 14 day work period, as provided by Section 207(k) of the Fair Labor Standards Act.
 - a. Time worked beyond the official 14 day work period shall not be considered overtime 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 or the Board shall be required.
 - b. Overtime earned shall be rounded up or down to the nearest quarter ($\frac{1}{4}$) hour worked.
3. The following shall be counted as time worked for purposes of computing overtime:
 - a. Actual hours worked
 - b. Holidays (including Floating Holidays)
 - c. Special provisions as described in this Article

4. Time spent on paid vacation shall not be counted as time worked for purposes of computing overtime except in the following circumstances:
 - a. When an employee is required to work overtime for an emergency situation after taking a scheduled vacation in that work week, that vacation time shall be counted as time worked for overtime purposes in that week. This does not include callback from scheduled standby.
 - b. When an employee is called off vacation for a county wide declared emergency resulting from a natural disaster.
 - c. When an employee is called in to work on a regular day off.

B. Application of Overtime

1. If, in the judgment of a Department Head, work beyond the official 40 or 84 (if assigned to 12-hour shifts) hour work week/period is required, overtime work may be ordered. This overtime work will be compensated for as provided in this section.
2. Time worked as overtime shall not be counted as service time for purposes of employee benefits, eligibility or accrual or early completion of probationary period or for merit increases. Compensatory time off taken by an employee may be used as part of the established work week to earn employee benefits and to serve out probation and merit increase periods.
3. No permanent, probationary, or limited term employee may be employed in one or more positions, full or part-time, more than a total of 40 hours per week (or 84 hours in a 14-day period if on 12-hour shifts), excepting authorized overtime, unless authorized by the Board of Supervisors. Nothing in this section is to preclude an employee from temporarily serving in another capacity in the event of an emergency, provided s/he has the approval of the Department Head.
4. Except as otherwise provided in this section, an employee who works compensable overtime shall be paid or given compensatory time off, at the discretion of the Department Head, at a rate equal to one and one half (1½) times the hourly equivalent of such employee's monthly salary at the time the overtime was worked.

C. Overtime Payment

Employees who are assigned FLSA Non-Exempt status shall be compensated for overtime or compensatory time off at one and one half (1½) times their regular rate of pay for hours worked in excess of 40 in a work week or 84 in a 14-day period, if on 12-hour shifts. [Reference Section 12.01B Application of Overtime of this Agreement]

Section 9.02 Compensatory Time Off

Use of Compensatory Time Off

- A. The appointing authority shall determine the period when accrued compensatory time off (CTO) may be taken by each employee consistent with the needs of the department. Employees must be given prior approval, in writing, before compensatory time off will be granted.

- B. Denial of an employee's request for use of compensatory time off must be based on business necessity.
- C. **Last Day of Work.** Employees who are terminating employment for reasons other than County retirement shall not use compensatory time to extend their termination date (e.g. requesting compensatory time to begin March 7 while actual termination date is March 13, etc).

CTO Minimum Charge

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

CTO Maximum Accrual

At no time shall compensatory time off (CTO) carried by an employee be more than 120 hours unless otherwise indicated in this article. When the CTO balance reaches the maximum and the department cannot let the employee off, the Employee shall be paid for all hours over the maximum.

Section 9.03 Holiday Pay

An employee who works on a holiday as defined in this Agreement shall receive eight hours pay for the holiday plus one and one half (1½) times the employee's regular rate of pay for all hours worked on that holiday. [\[Reference Article 16 Holidays of this Agreement\]](#)

Employees on an alternate schedule shall receive credit for eight (8) hours per holiday and will be required to flex or use a leave category to offset the difference between the 8 hour holiday and their normal schedule.

Section 9.04 Call Back

- A. Employees eligible for overtime compensation who work on a regular day off, or who are called back to work after leaving their place of employment following the completion of their work shifts, shall be credited with compensable overtime of two hours or the actual time worked, whichever is greater. Such overtime shall be computed for work performed from the time reporting at the place of work to the time of completion of the work at such place.

Section 9.05 Cash Compensation

Departmental Transfer

Employees transferring between departments shall be paid for all compensatory time off (CTO) prior to going to the new department unless the appointing authority of the new department agrees to assume responsibility for payment of any accrued compensatory time off.

Separation of Employment

Any employee separating from the County service shall be paid for any existing CTO balance at the time of such separation at the hourly rate at which the employee is currently employed.

ARTICLE 10 – ADDITIONAL COMPENSATION

Section 10.01 Bilingual Pay

General Policy

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

Qualification

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

Premium Compensation

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

Employees shall receive **\$125** per month for bilingual pay.

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

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

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

Section 10.02 Uniform Provision & Expenditure Allowance

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

Uniform provisions are dependent on the employee's assigned work location, whether main Probation or the Institutions.

Employees working in the Institutions are required to wear a uniform and as such, new employees shall receive their first set of uniforms upon entering service. The Department will determine what the uniform needs are and provide the first set at no cost to the employee. In the event that the Chief Probation Officer or his/her designee approves a change in the uniform, the full cost of any new uniform shall be borne by the County.

The first pay period following MOU adoption, designated safety employees assigned to Institutions will be allowed a one-time department expenditure of \$140 to use to purchase clothing selected by the employee from a department-head approved list of items.

After the first year initial purchase, in July of each year thereafter each designated safety employee within the Institutions will be allowed a one-time department expenditure of \$65 to use to purchase clothing selected by the employee from a department-head approved list of items. The purchase of the items will be coordinated and tracked by the department.

The first pay period following MOU adoption, designated safety employees within the main Probation Department will be allowed a one-time department expenditure of \$350 to use to purchase clothing selected by the employee from a department-head approved list of items. The purchase of the items will be coordinated and tracked by the department.

After the first year initial purchase, in July of each year thereafter each designated safety employee within the main Probation Department will be allowed a one-time department expenditure of \$150 to use to purchase clothing selected by the employee from a department-head approved list of items. The purchase of the items will be coordinated and tracked by the department.

ARTICLE 11 – ASSIGNMENTS REQUIRING TRAVEL

Section 11.01 Travel Expenses/Allowances

Whenever any officer or employee is ordered or authorized to travel in the performance of his/her duties, s/he shall be compensated for the necessary travel expenses at actual cost, including transportation, lodging and meals. The maximum allowances are covered by Yuba County Administrative Policies and Procedures Manual Travel D-1 and D-3 which is reviewed annually.

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

Section 11.02 Department Head and Employee Responsibility

The Department head, or designated representative, 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 designated representative 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.
- C. Maintains a valid California driver's license.
- D. If requesting authorization to drive a private car, then s/he must show proof of minimum liability insurance coverage as required by the financial responsibility law of the California Vehicle Code and has California license plates on the vehicle.

Section 11.03 Authorization Forms

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

Section 11.04 Motor Vehicle Record Check

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

- A. New driver authorizations.
- B. Renewals of driver authorizations.
- C. Whenever deemed necessary by the appointing authority.

All record checks shall be deemed confidential material.

Section 11.05 Cancellation

An authorized driver's driving privilege shall be deemed to be automatically canceled if a motor vehicle record check on the employee driver reveals that such driver has no license, or has a

suspended or revoked license. A Department head or designated representative shall cancel a previously authorized driving privilege whenever an employee retires, terminates, is discharged, or whenever the privilege is no longer necessary for job functions.

ARTICLE 12 – BENEFIT PROGRAMS

Section 12.01 Benefit Program Coverage

All regular employees working an average of 20 regularly scheduled hours per week and the employee's dependents shall be entitled to participate in the County health plans. Coverage shall commence when the employee is eligible for coverage under PERS rules and 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 12.02 Medical Insurance

Yuba County offers the following medical options: CalPERS Health Insurance, Dental Insurance and Vision Insurance. Employees have a variety of PPO and HMO medical plans available through CalPERS, however the HMO's are available through zip code eligibility. Dental/Vision plan options include a basic plan and a buy-up plan. Once the selection is made, it will remain in force until the current calendar year ends (with the exception of a qualifying event as defined by CalPERS) and will automatically renew unless the employee makes a new selection during an open enrollment period. Changes made during open enrollment will be effective January 1st of the next calendar year.

The County will maintain health insurance through the CalPERS Health Insurance Program and make available all plans for which employees are otherwise eligible to participate in as employees of the County of Yuba.

- A. The basic plan for determining the County's contributions shall be the CalPERS Choice PPO plan and Delta Dental Base Plan and MES Vision Plan.
- B. The County will pay 100% of the basic plan premium for Dental/Vision for the employee only and 90% of the basic plan premium for Health for employee only.
- C. The County will pay 80% of the basic plan premium for Dental/Vision for the employee plus one dependent and the employee plus more than one dependent. and 70% of the basic plan premium for Health for the employee plus one dependent and the employee plus more than one dependent.

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

Opt Out Provision. Eligible employees may elect to "Opt Out" of the County provided health/dental/vision coverage upon proof of other health insurance coverage and shall receive **\$250** per month In Lieu of Premium Savings. Employees declining health plan coverage and receiving "In-Lieu of Premium Savings" may re-enroll upon proof of loss of other coverage. In Lieu of Premium Savings is taxable income.

Section 12.03 Affordable Care Act

At such time as regulations are issued implementing the Affordable Care Act, the County and PPOA will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this

MOU will be modified or impacted by the Affordable Care Act during the term of this Agreement, it is agreed that the County and PPOA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

Section 12.04 Life Insurance

The County of Yuba provides life insurance coverage of fifty thousand dollars (**\$50,000**) for employees represented by the Union.

Section 12.05 Survivor Health Insurance Continuation

The County of Yuba agrees to 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 13 - RETIREMENT

Section 13.01 Retirement Formula

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

Employees identified by CalPERS as Classic Members:

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

Employees identified by CalPERS as PEPRA New Members:

- The 2.7% @ 57 PERS Formula shall be provided for public Safety category employees.

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

Section 13.02 PERS Retirement Contribution

County Employer Contribution:

For the 2019-2020 fiscal year, the total pension cost charged by CalPERS (County and employee contribution) for Safety Classic Members is 46.10% of PERSable payroll.

Effective July 1, 2019 and continuing through the 2019-2020 fiscal year, the County shall contribute 34.10% of PERSable payroll.

Classic Members Employee Retirement Contribution:

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

PEPRA NEW Members Employee Retirement Contribution:

Employees identified by CalPERS as PEPRA New Members will have an employee contribution rate of at least 50 percent of the normal cost rate for the defined benefit plan, rounded to the nearest ¼ percent; adjusted periodically as determined by PERS (as adjusted by CalPERS in accordance with Section Code 7522.30(b)).

Employees identified by CalPERS as PEPRA New Miscellaneous members have an employer contribution of 11.75%.

Employees shall pay the full Employee Contribution as determined annually by CalPERS.

Employee Sharing Additional Cost (Classic Members):

The County of Yuba and YCPPOA have negotiated a contract which includes Classic employees paying a portion of the employer's share of pension cost beginning in the 2017/2018 Fiscal Year. This agreement amended the County's Safety members contract to provide Section 20516 for Safety members in the YCPPOA effective July 1, 2017.

Effective July 1, 2017, the CalPERS retirement contract was amended, and the CalPERS Employer Pension Contribution was amended as follows:

- YCPPOA Safety Classic Members agree to pay an additional **1.5%** toward the employer Contribution.

Effective July 1, 2018, the CalPERS retirement contract was amended, and the CalPERS Employer Pension Contribution was amended as follows:

- YCPPOA Safety Classic Members agree to pay an additional **1.5%** toward the employer Contribution.

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

Effective July 1, 2017:

- YCPPOA Safety Classic Members employee contribution **10.5%**.

Effective July 1, 2018:

- YCPPOA Safety Classic Members employee contribution **12%**.

Section 13.03 Credit for Unused Sick Leave

The County contracts with the Public Employees Retirement System (PERS) to provide Section 20965 Credit for Unused Sick Leave Benefit. This benefit provides that unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave in accordance with the PERS formula. For policy and procedures regarding this provision, review [Article 15 Sick Leave Section 15.13](#) of this Agreement.

Section 13.04 Pre-Retirement Optional Settlement 2W Death Benefit

The County contracts with CalPERS to provide Section 21548 Pre-Retirement Option 2W Death Benefits. This benefit provides that the spouse or domestic partner of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Option 2W Death Benefit which is the highest monthly allowance a member can leave a spouse or domestic partner in lieu of the lump sum Basic Death Benefit.

Section 13.05 Employer Contribution to Deferred Compensation plan

Effective **July 1, 2021** the County will provide the following deferred compensation plan match to all YCPPOA represented employees with open 457 deferred contribution accounts:

- Beginning with the pay period following the completion of 2 years of service, the County will match up to **\$35** a month or if a biweekly pay cycle \$ **\$16.15** per pay period (26x/year)
- Beginning with the pay period following the completion of 5 years of service, the County will match up to **\$85** a month or if a biweekly pay cycle **\$39.23** per pay period (26x/year)

- Beginning with the pay period following the completion of 10 years of service, the County will match up **\$170** a month or if a biweekly pay cycle **\$78.46** per pay period (26x/year)

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

ARTICLE 14 - VACATION LEAVE WITH PAY

Section 14.01 General Policy

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

Section 14.02 Time Vacation Leave Begins to Accrue

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

No vacation leave shall accrue or be available to the employee prior to the completion of the required six months and/or one year time periods.

Section 14.03 Date of Appointment

For purposes of this Article, Date of Appointment shall be the 1st day of the month following the month in which such employee begins work. However, if a new employee begins work within the 1st three working days of a month, the Date of Appointment shall be the 1st of that month.

Section 14.04 Leave Accrual

- A. Vacation leave credit shall accrue on the 1st day of the month following the month when vacation leave credit is earned.
- B. No vacation leave shall be earned when an employee is on leave without pay for half of a working month or more.
- C. No credit shall be earned for less than a full final month's service when an employee separates for any reason.

Section 14.05 Part-Time Employee

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

Section 14.06 Rates of Accrual

After one year each regular full-time employee shall accrue and receive vacation leave based on the following as computed from his/her Hire Date:

Length of Service	Number of Hours Per Month
Through completion of 5 years	8.00 hours
More than 5 through completion of 10 years	10.75 hours
More than 10 through completion of 15 years	12.00 hours
More than 16 through completion of 20 years	13.50 hours
More than 20 years completed	16.00 hours

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

Section 14.07 Maximum Accrual

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

Vacation leave shall accumulate to a maximum limit of 384 hours.

As of the first pay period following December 31, 2019, vacation will not accrue above 384 hours. Any employee who has accumulated vacation leave in excess of the maximum accrual will no longer accrue vacation leave until such time vacation leave is below the maximum limit.

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

If an employee is over the maximum vacation accrual on the pay period following December 31, 2019, the employee will have 6 months to reduce the remaining vacation balance to the maximum accrual.

If the employee is unable to reduce their vacation balance to the maximum accrual due to the operational needs of the County, the employee shall be paid for that amount of excess vacation leave at the employee's current rate of pay no later than 2 pay periods following the 6 month period.

Section 14.08 Use of Vacation Leave

- A. Vacation Accruals earned at the end of the month are available for use the 1st of the following month.
- A. The Department Head shall determine the period when accrued vacation time may be taken by each employee consistent with the requirements of the department.
- B. Denial of an employee's request for use of vacation leave must be based on business necessity.
- C. **Last Day of Work.** Employees who are terminating their employment for reasons other than County retirement (with no other employment) shall not use vacation to extend their termination date (e.g. requesting vacation to begin March 7 while actual termination date is March 13, etc.).
- D. A person receiving pay in lieu of unused vacation may not be re-employed by Yuba County in any capacity until a number of working days equal to the number of days paid for vacation have elapsed following the effective date of separation.

Workers Compensation/Job Protected Leave/SDI Exception: An employee on Workers' Compensation or Job Protected leave or SDI may make an irrevocable choice before sick leave is exhausted not to use vacation hours to supplement disability benefits. However, should the employee make such irrevocable choice, s/he may not use vacation hours until s/he has returned to work full time for one (1) month, nor may s/he be eligible for donation of catastrophic leave. [[Refer to Article 18 Leave of Absence Without Pay](#)].

Section 14.09 Minimum Charge

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

Section 14.10 Cash Compensation Upon Separation of County Service

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

ARTICLE 15 – SICK LEAVE WITH PAY

Section 15.01 General Policy

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

Section 15.02 Definition

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

- A. The employee's illness or injury;
- B. The employee's exposure to a contagious disease;
- C. Any medical treatment, or recovery from such treatment, prescribed by a licensed practitioner.
- D. Bereavement. In the case of the death of a person in the employee's immediate family, the employee may use up to five days of sick leave, and any accumulated vacation leave, for each occurrence. [\[Reference Section 17.02 Paid Leave of this Agreement\]](#)
- E. Family Sick Leave. An employee may use Family Sick Leave for the illness of a member of the employee's immediate family who requires the care and assistance of the employee. Up to eighty (80) hours per calendar year of the employee's accumulated unused sick leave may be used for this purpose.

Section 15.03 Time Sick Leave Begins to Accrue

An employee shall not accrue sick leave with pay until the 1st day of the month following the month in which such employee begins work. However, if that employee begins work within the 1st three working days of the month, then s/he shall accrue sick leave for that month.

Section 15.04 Part-Time Employee

A part-time employee shall accrue sick leave in the proportion that his regularly scheduled hours of service compares to regular full-time service.

Section 15.05 Rate of Accrual

Sick leave shall be earned and accrued without a maximum limit and shall be earned as follows:

- A. Each regular full-time employee shall accrue sick leave with pay at the rate of eight hours per month.
- B. A part-time employee shall accrue sick leave in a proportion that directly relates to regularly scheduled hours of service compared to regular full-time service.
- C. Half of the sick leave accruals shall be earned when an employee is on leave without pay for half of a working month or more or separates for any reason during the month.

Section 15.06 Use of Sick Leave

- A. Sick leave accruals may be used in accordance with the provisions of this Agreement once they are earned. Sick leave accruals are earned at the end of the month and are available for use the 1st day of the following month.
- B. Sick leave usage and ability of an employee to return to work shall be determined by County rules, regulations, and procedures regardless of determinations made by the State of California under the State Disability Insurance (SD) or Worker's Compensation (WC) program.
- C. An employee is to return to work as soon as s/he recovers from an illness or injury, including the return to a shift or work day 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 hour of work. Department Heads or designees shall 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 shall include a call-back 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 day shall not be required to report the absence each day, if acceptable documentation has been provided to the department verifying the attending physician's directions.
- F. Employees shall only be required to provide general information about the nature of the illness or injury that necessitated their absence from work. The information requested shall be solely for the purpose of determining the legitimate use of sick leave.

Workers Compensation/Job Protected Leave/SDI Exception: An employee on Workers' Compensation or Job Protected leave or SDI may make an irrevocable choice before exhausting sick leave not to use vacation hours to supplement the disability benefits. However, should the employee make such irrevocable choice, s/he may not use vacation hours until s/he has returned to work full time for one (1) month, nor may s/he be eligible for donation of catastrophic leave. [\[Reference Article 18 Leave of Absence Without Pay of this Agreement\]](#)

Section 15.07 Minimum Charge

In any instance involving use of a fraction of a day's sick leave, the minimum charge shall be one quarter (1/4) hour, while additional actual absence over one quarter (1/4) hour shall be charged to the nearest one quarter (1/4) hour.

Section 15.08 Recovery of SDI/WC Overpayment: Sick Leave Usage in Conjunction with SDI/WC

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

Employees are required to notify the auditor's office within five business days upon receipt of benefits, so that the benefits can be integrated. In some cases due to delays in receiving checks under WC or SDI, employees may be overpaid. When this occurs, employees must make arrangements to pay back the overpayment within five business days unless the employee's condition prevents this. Failure to make arrangements to pay back the overpayment violates County rules. Accordingly this may result in the County taking progressive disciplinary action up to and including termination from employment.

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

Section 15.09 Exclusions

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

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

Section 15.10 Proof Required

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

Section 15.11 Records

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

Section 15.12 Loss of Sick Leave

- A. Any employee whose continuity of employment is broken for any reason other than Sections 15.13 and 15.14 of this Article shall lose entitlement to any sick leave which has accrued but not used, unless reemployed with the County within 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, such employee shall be credited with any unpaid sick leave which s/he had accumulated prior to such break in service. In addition, the prior service of such employee shall also be counted for purposes of vacation entitlement.

Section 15.13 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 shall be paid a sum equal to 25% of his/her earned sick leave computed on the basis of the hourly equivalent to such employee's monthly salary as of the time of death, retirement, lay-off or resignation in good standing.

Section 15.14 Convert Unused Sick Leave for CalPERS Service Credit Upon Retirement

The County contracts with CalPERS to provide Section 20965 Unused Sick Leave conversion for both the Miscellaneous and Safety 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 10 continuous years of permanent employment with the County, upon retirement the employee may elect to receive up to 25% of his/her unused sick leave as pay at the regular rate of pay in accordance with Section 15.13 of this Article and convert the remaining balance of unused sick leave to service credit.

ARTICLE 16 – HOLIDAYS

Section 16.01 Coverage

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

An employee who works on a holiday (as defined in this Agreement) shall receive eight hours pay for the holiday plus one and one half (1 ½) times the employee's regular rate of pay for all hours worked on that holiday. [\[Reference Section 9.03 Holiday Pay of this Agreement\]](#)

Section 16.02 Holidays

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

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

Any day designated as a holiday by proclamation of the Governor or the President of the United States, when affirmatively made a holiday by resolution by the Board.

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

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

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

For Employees whose basic work week is other than Monday through Friday, refer to Section 16.04.

Section 16.03 Floating Holidays

General Policy. On January 1st of each year, Yuba County grants two floating holidays (16 hours) to each regular full time employee to be used within the calendar year. Failure to request the use of the floating holidays within the specified time shall result in the loss of any unused holidays at the end of the calendar year, unless otherwise indicated within this section.

Rate of Accrual. Floating holidays shall be granted to new hires as follows:

- A. Employees who begin work between January 1 and the last day of February of any given year shall receive two floating holidays.

- B. Employees who begin work between March 1 and September 30 of any given year shall receive one floating holiday for that year.
- C. Employees hired on or after October 1st will not receive any floating holidays for that year.

Part Time Employees. Part Time employees shall receive floating holidays with pay based on the equivalent actual time worked, including authorized absence with pay.

Usage. Subject to advance approval by the Department Head, these holidays may be taken at any time during the calendar year but must be taken within the calendar year in which they are given. Failure to take the floating holiday within the specified time shall result in the loss of any unused holidays at the end of the calendar year.

Minimum Charge. Floating holidays are to be taken 8 hours at a time and are not to be utilized on a partial basis except for employees on a 4/10 or a 207 (k) alternate work schedule may use them in 2 hour increments to supplement 8 hour holidays.

Cash Compensation. Except as provided hereafter, if a request to use a holiday has been made and denied twice prior to September 30, the employee shall be compensated at time and one-half for eight hours for the holiday.

Cash Compensation Upon Separation. No payout will be made for unused floating holidays unless the employee has attempted to take them and has been denied. Employees who are laid off shall receive pay for all unused floating holidays.

Section 16.04 Miscellaneous Provisions

- A. Whenever the declared holiday falls on a Sunday, the following business day shall be considered the observed holiday.
- B. Whenever the declared holiday falls on a Saturday, the preceding business day shall be considered the observed holiday.
- C. An employee whose regular days off are other than Saturday and Sunday shall, for purposes of this Section, consider his/her first day off as Saturday and the second day off as Sunday.
- D. An employee who works on either the County observed holiday or the declared holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the County observed holiday and the declared holiday shall be entitled to overtime compensation for the hours actually worked on the declared holiday. (For example, if Independence Day falls on a Saturday, the County will observe the holiday on Friday, July 3rd. An employee that is scheduled to work on both Friday and Saturday will be compensated as overtime for Saturday July 4th.)
- E. A regular part-time employee shall be entitled to a holiday with pay only if, but for such holiday, the employee would be scheduled to work and such employee is in a paid status on the date immediately preceding or succeeding the holiday (as defined in this Article). The employee shall be entitled to holidays with pay based on the equivalent actual time worked, including authorized absence with pay.

F. A regular employee, whose basic work week is other than Monday through Friday, and whose regular day off falls on a declared holiday, shall, at the discretion of the Department Head, or his/her designee be entitled to:

1. Equivalent compensated time off scheduled the working day preceding or following the declared holiday; OR
2. Equivalent compensated time off scheduled within sixty (60) days following the declared holiday; OR
3. Pay for eight (8) hours work.

Compensated time off (CTO) due to any employee shall be equivalent to a maximum of eight (8) hours.

G. In order to be eligible for holiday pay, an employee must be at work or on paid leave on the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day immediately following the holiday. This does not affect people who work shifts and have a regularly scheduled day off before or after a holiday.

ARTICLE 17 – PAID LEAVE

Section 17.01 Paid Administrative Leave

Any regular or probationary employee of the County may be placed on administrative leave with pay by the appointing authority when extraordinary circumstances exist and such leave is necessary for the operation of the department.

Section 17.02 Bereavement Leave

An employee may use up to five days of sick leave, and any accumulated vacation leave, for each occurrence of a death in the employee's immediate family. [Reference [Article 15](#) Sick Leave Section Definition of this Agreement]

Section 17.03 Jury Duty

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

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

Section 17.04 Leave for Witness Duty

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

Payment of Traveling Expenses

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

ARTICLE 18 – LEAVE OF ABSENCE WITHOUT PAY

Section 18.01 General Policy

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

Workers Compensation/Job Protected Leave/SDI Exception: An employee on workers' compensation, or Job Protected leave or SDI may make an irrevocable choice before s/he exhausts his/her sick leave not to use vacation to supplement disability benefits. However, should the employee make such a choice, s/he may not use his/her vacation until s/he has returned to work full time for one (1) month, nor may s/he be eligible for donation of catastrophic leave.

Section 18.02 Impact of Leave of Absence Without Pay

- A. **Leave Accrual.** Employees granted a leave of absence without pay in excess of 15 calendar days shall not accrue any annual vacation or sick leave benefits during the period of such leave.
- B. **Health/Dental/Vision and Life Insurance.** Employees granted a leave of absence without pay shall be entitled to maintain any Health/Dental/Vision or Life Insurance program in effect; provided that the cost of all such insurance shall be borne solely by the employee. Exception: in the case of an employee on non-paid leave of absence caused by a job-related injury or illness, the County will continue to pay the County's portion of the insurance premiums if, at the time the employee went out on worker's compensation, s/he had a sick leave balance of 192 hours or more. The employee will be exempt from the accrual requirement if s/he can demonstrate s/he would have had the 192 hours had it not been for a serious injury or illness requiring the use of sick leave in excess of 4 weeks (160 hours) at one time.
- C. **Seniority.** Seniority credit will not be earned for any period during which the employee did not receive compensation. [[Reference Section 23.03 Lay-Off List Computation Seniority Defined of this Agreement](#)]. Unless the employee is on a non-paid leave of absence caused by a job-related injury or illness.
- D. **Probationary Period.** The granting of any leave of absence without pay exceeding 15 calendar days shall cause the regular employee's probationary period to be postponed a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave. [[Reference Section 22.01 Probationary Periods of this Agreement](#)]
- E. **Service Computation Date (SCD).** A regular employee's Service Computation Date will be adjusted by one day for each eight hour increment of LWOP.

Section 18.03 Departmental Leave Without Pay

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

Section 18.04 Official Leave Without Pay

Initially, an official leave of absence may be authorized for any regular employee for a period of time in **excess** of 15 calendar days but not to exceed 1 year. An official leave of absence without pay may be extended for an additional year provided that the request for the extension is processed in the same manner as the original request and is made at least ten days prior to the end of the originally authorized leave.

- A. A request for an official leave of absence shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reasons for the request, the date when it is desired to begin the leave of absence, and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by his/her Department Head. In the event that an employee is physically incapacitated and, as a consequence, unable to request a leave of absence, his/her spouse or immediate family member may request such leave. The Department Head shall indicate on the request form a recommendation as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Human Resources Director. If the Human Resources Director concurs in the request to grant the leave, a copy of the leave form shall be delivered to the Auditor. If the Human Resources Director does not concur in the request to grant leave, the request for an official leave of absence will be forwarded for review to the County Administrator. The County Administrator shall determine whether the request shall be 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 calendar days of the notice of the decision.
- B. The Human Resources Department shall be promptly notified by the Department of the return of an employee from an official leave of absence.
- C. When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave, and any extension thereof.

Section 18.05 Educational Leave

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

Section 18.06 Failure to Return from Authorized Leave of Absence

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

Article 19 - AWOL/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 break and lunch periods. Should an employee be tardy without authorization, his/her time sheet shall reflect that s/he was Absent Without Leave (AWOL) for the amount of time s/he was tardy. It is understood that flexibility is in the interest of both the County and the employee; however, should the employee's position require prompt arrival or return to work or the employee's tardiness becomes excessive or abusive, progressive discipline may be imposed.

- A. Employees determined to be Absent Without Leave (AWOL) 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 for any part of each quarter hour an employee is AWOL.
- C. The employee's leave accruals shall not be charged due to tardiness unless requested by the employee and approved by the appointing authority or their designee.

ARTICLE 20 – JOB PROTECTED LEAVES

Section 20.01 General Policy.

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

- **Family Medical Leave Act (FMLA):**
<http://www.dol.gov/whd/fmla/>
- **California Family Rights Act (CFRA) and California Pregnancy Disability Leave (PDL) :**
<https://www.dfeh.ca.gov/resources/frequently-asked-questions/employment-faqs/pregnancy-disability-leave-faqs/pdl-cfra-fmla-guide/>

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

All accrued or available leave time runs concurrently with job protected leave unless the employee elects the exception outlined in Sections [14.08](#), [15.06](#) or [18.01](#).

ARTICLE 21 – EMPLOYEE PERFORMANCE APPRAISAL AND EVALUATION

Section 21.01 Purpose.

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

- A. Evaluations shall 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 his/her 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 shall be recognized, as well.
- D. Each performance appraisal covering a particular time period shall document only that performance which actually occurred during the subject appraisal period.

Section 21.02 Review of Performance Appraisal.

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

Section 21.03 Withhold Merit/Longevity Step Index Increase

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

PIP, it will not be approved until the Department notifies the Human Resources Department that the employee's performance at least meets standards. [\[Reference Section 8.06 Salary Anniversary Date for Merit/Longevity Index Rate Adjustments of this Agreement\]](#)

For Employees hired on or after July 1, 2013, see [Section 8.13](#).

ARTICLE 22 – PROBATIONARY PERIODS

Section 22.01 Probationary Periods

All employees entering County Service by appointment to a permanent position in the classified service shall have a probationary period of 12 months.

Section 22.02 Computing the Probationary Period

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

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

Section 22.03 Acquisition of Permanent Status

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

Section 22.04 Postponement of Probationary Period

The granting of any leave of absence without pay exceeding 15 calendar days shall cause the regular employee's probationary date to be postponed a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave.

Section 22.05 Temporary Appointment

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

Section 22.06 Probationary Period Upon Promotion

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

Notwithstanding any other provision of these rules, an employee who has attained permanent status in a county position and who fails probation in a position to which the employee has been promoted shall 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 shall be 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 the old position only with the approval of the Department Head and shall have no return rights to any other position. Upon returning to the former position, the employee shall be required to complete the probationary period not served in that position.

Section 22.07 Probationary Period Upon Transfer

An employee who transfers to another department shall serve a new probationary period. If the employee should fail that new probationary period, upon approval of the former Department Head, the employee may return to the former position.

Section 22.08 Probationary Period Upon Demotion

Any employee with permanent status who demotes to a position in another department for reasons other than discipline, or in case of layoff, shall serve a new 12 month probationary period.

Section 22.09 Separation During Probationary Period

A probationary employee may be discharged by the appointing authority without cause during the probationary period. The appointing authority may, at any time before the effective date thereof, withdraw or cancel such notice of termination. Except as provided in Yuba County Ordinance Code, Title III Personnel, Chapter 3.10 Employer-Employee Relations Policy Section 3.10.100 (ii) a discharged probationary employee shall have no right of appeal for dismissal or demotion.

Section 22.10 Probationary Period upon Re-Employment

A person re-employed by the same Department in a classification in which s/he has previously held permanent status, shall not serve a new probationary period if such re-employment occurs within one year from the date of separation.

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

Section 22.11 Probation Upon Reclassification.

An employee whose position has been reclassified will not be required to serve a new probationary period because of the reclassification. However, the employee will be required to finish any probationary period prior to reclassification.

ARTICLE 23 – TRANSFERS, REASSIGNMENTS, AND PROMOTIONAL OPPORTUNITY

Section 23.01 Transfers Within Offices or Departments.

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

Section 23.02 Interdepartmental Transfers.

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

- A. The two positions have similar minimum qualifications and duties and the affected employee possesses the minimum qualifications for the position to which s/he is 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 the two 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 23.03 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 shall 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 shall be determined in accordance with [Article 8](#) of this Agreement. The period of County Service of an appointee to a temporary position, subsequently appointed to a permanent position in the same class without a break in service, shall not be included in computing the probationary period. [[Reference Section 22.05 Temporary Appointment of this Agreement](#)]

Section 23.04 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 23.05 Promotions

- A. **Advancement According to Merit and Ability.** The Human Resources Director, each officer and Department Head shall 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 shall be given the opportunity to advance according to merit and ability.

- B. **Filling Vacancies by Promotion; Promotional Lists.** Vacancies in positions shall be filled insofar as possible and consistent with the best interests of the County from among County employees, and appropriate promotional lists shall be established for this purpose.
- C. **Selection Procedures.** Whenever the Human Resources Director determines that the needs of County service so require, s/he may announce and hold promotional selection procedures for purposes of establishing County-wide or departmental promotional lists.
- D. **Eligibility.** Promotional examinations shall 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 he or she has 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 shall be allowed one additional point up to a maximum of five points, for each year or major portion thereof of seniority calculated in accordance with [Section 24.03](#) of this Agreement entitled Lay-Off List Computation.
- H. **Promotional List.** In establishing the promotional list following the selection procedure, the names of the persons who have attained a passing mark shall 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 shall be removed from the promotional list.

ARTICLE 24 - LAYOFF AND REINSTATEMENT PROCEDURES

Section 24.01 Layoffs

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

Section 24.02 Order of Layoffs

Persons shall be laid off in the following order:

- A. Layoff shall 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 shall 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 24.03 Layoff List Computation

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

- A. **Seniority Defined.**
 - 1. For each regular employee, except as modified in Section 24.02 of this Article, seniority will be measured from such employee's initial appointment to permanent county service. Seniority shall not be calculated nor included for any period during which the employee did not receive compensation. For any employee who is re-employed after permanent separation, seniority shall be measured from the date of his/her most recent appointment.
 - 2. Regular employees who held seasonal or limited term status prior to permanent appointment shall receive seniority credit for said status only if the service was continuously compensated employment prior to a permanent position.
 - 3. One point seniority credit shall 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 shall receive seniority credit on a proportionate basis to their monthly regular scheduled services.
- B. **Tie Breaking.** When two or more regular employees have the same total Layoff credit, the tie shall be broken and preference given in the following sequence:

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

Section 24.04 Notice of Layoff

The appointing authority shall provide written notice in person OR by certified mail, postage prepaid, return receipt requested and correctly addressed to the last known mailing address of the employee as found in the records of the Human Resources Department. If return receipt is not promptly received by the appointing authority, then it shall serve said notice by personal service. If personal service cannot be made, said notice shall be effective when mailed by ordinary mail to said address. Notice of Layoff shall be mailed or delivered to all regular employees affected by a layoff at least fifteen (15) days prior to the effective date of the action. Said notice shall include:

- 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 shall be notified of termination at least forty-eight (48) hours prior to the effective date of the action. An employee who is to be laid off may elect to accept such layoff prior to the effective date thereof.

Section 24.05 Demotion and Displacement in Lieu of Lay-Off

- A. In lieu of being laid off, a regular employee may elect demotion and displacement in lieu of lay-off in the same department, to a class previously held by said employee with a lower salary range or to a lower class within a class series which the employee either holds or previously held a class. Class series means a class with the same title but different levels as identified as I, II, III, with a possible IV.
- B. Demotion and displacement rights to specified classifications shall be applicable only within the department and subject to lay-off list provisions in this Section based on seniority and ability.
- C. 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 calendar days after receiving the notice of lay-off. Regular employees shall have an additional five calendar days after each notification that layoff credit is insufficient to allow displacement as computed in Subsection C above. The Human Resources Director must be notified, in the time frame noted above, for a regular employee to elect to displace to the next lower class.

- D. A Department Head may request that his/her department be exempted from this subsection if s/he is able to demonstrate to the Board of Supervisors that this process would damage the overall efficiency and effectiveness of the department.

Section 24.06 Extra Help Employment for Laid Off Employees

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

Section 24.07 Priority Consideration

An employee who has received formal notice of separation from employment resulting from a pending layoff in accordance with Section 24.01 of this Article may elect to have his/her name forwarded for Priority Consideration for any County vacancy for which s/he meets the Minimum Qualifications.

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

The Department Head with the vacancy is not required to select anyone from the Priority Consideration list; however, s/he is required to interview all employees whose names are submitted to him/her before making a final decision on filling the vacancy. If the Department Head would still prefer to consider applicants from a Merit List, s/he may do so without rejecting from consideration anyone on the layoff list until a final selection is made for 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 his/her layoff and separation from County employment.

Employees who transfer to another department in accordance with this program are subject to the terms and conditions of a transfer as set forth in [Sections 22.07 Probationary Period Upon Transfer](#) and [Article 23 Transfers, Reassignments, and Promotional Opportunity](#) of this Agreement.

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

The Human Resources Director shall 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 his or her position shall have his or her name placed on the re-employment list for the class from which s/he has 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 shall re-employ the eligible person with the most County seniority who was laid off from his/her 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 shall 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 his/her name shall 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 shall be followed.

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

ARTICLE 25 - PROHIBITED ACTIVITIES

Section 25.01 General Policy

No employee of Yuba County shall engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to his or her duties as a County officer or employee or with the duties, functions, or responsibilities of the appointing authority of Yuba County.

Section 25.02 Prohibitions

No employee of Yuba County shall:

- A. Represent or counsel for compensation any individual, group of individuals, or private or public organization, in legal or administrative actions against Yuba County;
- B. Use for private gain or advantage Yuba County time, facilities, equipment or supplies, or his or her badge, uniform, prestige or influence as a Yuba County officer or employee;
- C. Receive or accept compensation or other consideration from an individual, group of individuals or private or public organization other than Yuba County for the performance of an act which the officer or employee would render during regular work hours as part of such officer's or employee's assigned or prescribed duties;
- D. Be involved in performing an act for compensation outside of employment with Yuba County which may later be subject directly or indirectly to control, inspection, review, audit or enforcement by any officer or employee of Yuba County; and
- E. Be involved in employment outside of his or her duties with Yuba County which would render performance of his or her duties with Yuba County less efficient.

Section 25.03 Disciplinary Action

Any employee who receives compensation or other consideration for an act prohibited by this Article shall be subject to the disciplinary actions and have the appeal rights as outlined under [Article 26 of this Agreement entitled "Dismissal, Suspension, Reprimand, Demotion and Right of Appeal"](#).

Section 25.04 Political Activities

All appointed officers and employees are subject to the provisions of Government Code Sections 3201 et seq. relating to political activities. Officers and employees whose principal employment is connected with an activity which is financed in whole or in part by loans or grants made by the United States or any Federal Agency are subject to the provisions of Sections 1501-1508, Title 5, United States Code.

Employees of Yuba County are further prohibited from using County work time, their own or that of other employees; County owned and controlled property; and or a County uniform for political activities.

ARTICLE 26 - DISMISSAL, SUSPENSION, REPRIMAND, DEMOTION AND RIGHT OF APPEAL

Section 26.01 Disciplinary Guidelines

- A. The purpose of discipline is to administer equitable and consistent discipline for unsatisfactory conduct in the workplace. The County's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.
- B. Disciplinary action may call for any of four steps depending on the severity of the problem and the number of occurrences: Letter of Reprimand; Suspension without pay; Demotion; or Termination from employment. There may be circumstances when one or more steps are bypassed.
- C. Progressive discipline means that, with respect to most disciplinary problems, the following steps will normally be followed: a first offense may call for a letter of reprimand; a next offense may lead to suspension without pay; and still another offense may then lead to termination of employment. While it is impossible to list every type of behavior that may be deemed a serious offense, some examples include theft, assault, falsification of records or documents, etc.; we recognize there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.
- D. The County's use of progressive discipline is intended to correct most employee problems at an early stage, benefiting both the employee and the County of Yuba.

Section 26.02 Regular Employees - Disciplinary Action and Notice

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

- A. **Formal Written Reprimand.** When a Public safety officer receives a formal written reprimand from a Department Head, the Public safety officer has thirty days after receipt of the letter to file a written or oral response to the letter. (In accordance with Section 3306 of the Government Code). The Department Head may then modify, amend, or revoke any part of the formal written reprimand. The employee's response will be considered by the Department Head. If it is demonstrated that any part of the formal written reprimand is inaccurate or not factually supported it will be modified, amended, or revoked. Unless revoked completely, the formal written reprimand as amended or modified by the Department Head along with any written response shall be placed in the employee's personal history file in the Human Resources Department. The written reprimand and response shall remain in the employee's personal history file for a period not to exceed two years from the date the final reprimand was issued.
- B. **Suspension, Demotion or Dismissal.** Before taking more serious disciplinary action, the Department Head must contact and discuss such action with the Human Resources Director and/or the County Counsel or their designees.

- C. **Notice to Employee.** After the discussion in Paragraph (B), a Department Head who concludes that suspension, demotion or dismissal is justified, shall 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. Said notice must be served on the employee at least five work days before the intended action.
- D. **Management Rights.** Prior to the written notice and until a final decision is made regarding the employee's job status, management reserves the right to immediately remove an employee from the workplace for irrational or improper behavior, and place an employee on paid administrative leave. The reviews and notices required shall be served on the employee as soon as possible after the employee is placed on such leave.
- E. **Written Notification.** All written orders shall be served on the employee and a copy sent to the Human Resources Department. If personal service upon the employee is impossible, a copy of the order shall be sent by registered mail to the employee at his or her last known address.
- F. **Employee Right to Respond.** The employee shall be entitled to a meeting with the Department Head or designee within five working days of notice of the proposed action to answer the charges or to present an answer in writing to the charges during the same period of time. Subsequent to 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 order;
 - 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 26.03 Causes for Discipline

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

- A. Fraud in securing appointment, including but not limited to falsification of application in securing appointment, and false information concerning professional licenses, College/University diplomas, advanced degrees, or certifications.
- B. Incompetency.
- C. Inefficiency.
- D. Inexcusable neglect of duty.
- E. Insubordination.
- F. Dishonesty.
- G. In possession of, trafficking in, or under the influence of alcoholic beverages or illegal drugs while at work or on County property.
- H. Intemperance.
- I. Inexcusable absence without leave.

- J. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- K. Discourteous treatment of the public or other employees.
- L. Political activity which is in violation of federal, state or local laws and regulations.
- M. Use of County property in violation of law or Board order.
- N. Violation of this Article.
- O. Any other failure of good behavior or acts either during or outside of duty hours which are incompatible with or inimical to the public service.
- P. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
- Q. Violation of any of the provisions of [Article 25](#) in this Agreement entitled Prohibited Activities.
- R. Violation of the employment of a relative rule set forth in Yuba County Merit Resolution Article 3 Subsection 10.
- S. Violation of written County or departmental policies including those relating to safety issues and sexual harassment.
- 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 26.04 Right of Appeal

- A. Any regular employee, except a probationary employee, who is suspended, demoted or dismissed, may appeal such order or decision under filing notice of appeal with the Human Resources Director within five work days after service on such employee of the order as herein above provided. Probationary employees shall have no right of appeal for dismissal or demotion except as contained in [Article 22](#) of this Agreement entitled Probationary Periods. Within 15 days from the date of service of said order upon the employee, such employee shall file with the Human Resources Director an answer in writing to the charges set forth in the order of disciplinary action. The Human Resources Director shall review said order, notice of appeal, and answer, and shall then discuss the disciplinary action and appeal with the employee and/or his or her representative and the Department Head in order to determine if a hearing is necessary.
- B. In the event an agreement regarding disposition of the matter cannot be reached within 15 days after filing of the answer to the charges, and upon the request of the employee, the Human Resources Director will contact the State of California Office of Administrative Hearings to request the assignment of a Hearing Officer to hear the appeal. In the event the Office of Administrative Hearings cannot provide an Administrative Law Judge to preside over the hearing within 30 days from the date of the appeal, the Human Resources Director may obtain a list of 5 hearing officers submitted by the American Arbitration Association and a Hearing Officer may be selected from said

list by alternatively striking names until one name remains. The party to strike the first name shall be selected by lot. The parties to the hearing may directly select a neutral third party to hear the matter and render a decision. The employee and/or his or her representative must agree within ten days to a hearing date after contact by the Human Resources Director or the appeal will be considered to have been abandoned by the employee and will not be scheduled. Said Hearing Officer will commence hearing the matter as soon as possible.

- C. If any employee alleges that the suspension, demotion, or dismissal resulted from discrimination based on race, color, religion, sex, handicap, medical condition, marital status, age, ancestry or national origin, an appeal will be heard on this issue only if the employee's allegation is supported by a written statement of grounds or reasons which are deemed by the Hearing Officer to be sufficiently clear and concrete to permit a hearing. The written statement of grounds must be served on County Counsel at least 15 calendar days prior to the hearing. The County Counsel must then serve the employee with a response to the allegation(s) at least five calendar days prior to the hearing. The burden of proof shall be on the complainant to show by a preponderance of evidence that an unlawful discriminatory action occurred.

Section 26.05 Hearing

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

- A. The Hearing shall be public except that, if the employee requests that the matter be heard privately, it shall be so heard.
- B. Subpoenas and Subpoenas Duces Tecum may be issued in accordance with [Section 11450.05 et seq. of the Government Code](#).
- C. The Hearing shall be conducted in accordance with [Section 11513 of the Government Code](#).
- D. The provisions of [Section 11507.6 of the Government Code](#) shall apply to any hearing conducted pursuant to this Section and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the Hearing Officer. In those cases where the Board reheard the matter as provided by Section 34.06, the Board shall establish such time limitations.
- E. All costs related to the hearing directed to be incurred by the Hearing Officer and all fees of the Hearing Officer will be shared equally by the parties unless the employee is fully reinstated.

Section 26.06 Decision

- A. The Hearing Officer shall within 30 calendar days after said hearing make a finding as to whether or not the employee was suspended, demoted, or dismissed for the reasonable cause set forth in the notice of disciplinary action and shall also make a recommendation as to the appropriate disposition of the case.

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

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

1. Follow the recommendation of the Hearing Officer; **or**
2. 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 26.05](#) of this Article.
5. In these cases, the Board's decision shall be final and binding on all parties.

B. The procedures in this Subsection shall be followed except as outlined below;

1. In cases where discrimination in suspension, demotion, or dismissal based on race, religion, color, sex, marital status, handicap, medical condition, age, ancestry, or national origin is alleged and proven, the Hearing Officer shall have the authority to reinstate the employee without prejudice where such decision is supported by the written findings of the Hearing Officer.
2. The Hearing Officer shall have no power to alter, amend, change, add to or subtract from this Agreement or any ordinance, resolution, rule or regulation approved by the Board of Supervisors.
3. The Hearing Officer shall have no power to award punitive damages.
4. The Hearing Officer's findings and award shall be based solely on the evidence presented at the hearing.
5. The decision of the Hearing Officer, as outlined in Section 34.06 B 1 above, shall not be subject to modifications by the Board of Supervisors and shall be implemented by Board order.

ARTICLE 27 - GRIEVANCE PROCEDURES

Section 27.01 Section Purpose

The grievance procedures are intended to provide employees a means to have their grievance heard in a fair, clear, and expedient manner. At the same time supervisors and managers must be given an opportunity to address the specific grievance at the lowest possible level.

A grievance may be filed by an employee if a management interpretation or application of a law, ordinance, resolution, regulation, rule, or other agreement adversely affects the employee's wage, hours, or conditions of employment. Excluded from the grievance procedure are disciplinary matters, performance evaluation ratings, and actions of the Board of Supervisors.

This does not preclude an employee or his/her representative from addressing the Board of Supervisors on a matter that is not covered under any other existing appeal or grievance process.

Section 27.02 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 either party is absent from the normal work site for longer than a week, the grievance will be held in abeyance until the absent party returns. This doesn't preclude the parties from mutually agreeing in writing to waive or extend the timelines at any step. Keeping in mind that timely processing of the grievance is in all parties' best interests.
- D. If the response deadline falls on a weekend or holiday, the response is due before the close of business the following work day.

Section 27.03 General Procedures

Step 1:

All grievances must be initially filed in writing on the form designated by the Human Resources Director with the immediate supervisor within 15 calendar days of the situation used as the basis of the grievance, or, from the date the employee should have reasonably been aware of the situation used as a basis for the grievance. The employee must clearly state the date, time, and all other circumstances surrounding the situation being grieved; as well as any requested remedy. The supervisor will also be required to give the employee a written response within 15 calendar days of receipt of the grievance. The supervisor will state his/her position regarding the issues presented in the grievance, and whether the requested remedy is being granted, an alternative remedy offered, or the remedy is being denied. If the supervisor fails to provide a response within 15 calendar days of receipt of the grievance, it will automatically be elevated to a Step 2 grievance.

Step 2:

If the grievance is not resolved at Step 1, it may be submitted to the Department Head for consideration within 15 calendar days of the immediate supervisor's decision. The Department Head will then review the original written grievance and response by the supervisor and give the employee a written response within 15 calendar days of receipt of the employee's Second Level grievance request. Based on the submitted documents or other facts related to the original grievance, the Department Head will state his/her position regarding the issues presented in the

grievance, and whether the requested remedy is being granted, an alternative remedy offered, or the remedy is being denied. If the Department Head fails to provide a response within 15 calendar days of receipt of the Step 2 grievance, it will automatically be elevated to a Step 3 grievance.

Step 3:

If the grievance is not resolved at Step 2, it may be submitted to the Human Resources Director for consideration within 15 calendar days of the Department Head's decision. The Human Resources Director will review the original written grievance and responses by the supervisor and Department Head and shall either schedule a meeting with the employee to discuss the grievance or give the employee a written response within 15 calendar days of receipt of the employee's Third Level grievance request. Based on the submitted documents, the Human Resources Director will state Human Resource's position regarding the issues presented in the grievance, and whether the requested remedy is being granted, an alternative remedy offered, or the remedy is being denied. If the Human Resources Director fails to provide a response within 15 calendar days of receipt of the Step 3 grievance or the meeting, whichever is later, it will automatically be elevated to a Step 4 grievance.

Step 4:

If the grievance is not resolved at Step 3, either party may within 15 calendar days request advisory arbitration. A request to proceed to advisory arbitration shall be filed with the Human Resources Director, who will act promptly to request a list of seven arbitrators from the American Arbitration Association (AAA). The Human Resources Director will instruct the AAA to issue a copy of the list to both the County and Union. Once the parties have received the lists, representatives of the parties will meet within 5 working days to determine if they can mutually agree upon using one of the arbitrators listed. Should the parties not be able to reach agreement, the parties shall alternately strike one name from the list until only one name remains. That person shall be the arbiter. The right to strike the first name shall be determined by lot.

Where practicable, the date for a hearing shall not be less than 10 days, nor more than 30 days, from the date of the selection of the arbiter. The parties may stipulate to a longer period of time for commencing with the grievance hearing.

The Human Resources Director shall duly notify the interested parties of the time and place of the hearing as soon as possible but no later than seven calendar days prior to the grievance hearing.

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

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

The arbiter's opinion shall be filed with the Human Resources Director, the grievant and the

Clerk of the Board of Supervisors. If within 30 days of receipt by the parties of the arbiter's decision, either party to the action files a written appeal with the Board of Supervisors, a copy of such appeal will be served concurrently upon the opposing party. The Board of Supervisors will review the transcript of the proceedings and shall, based upon such review, adopt, amend, modify or reject the findings of fact, conclusions of law, and/ or opinion of the arbiter. Either party may request written argument prior to the Board's decision. If such request is granted, the opposing party shall be provided adequate time to present a responsive written argument.

If neither party files such appeal within the above 30 day period, the decision of the arbiter shall be deemed adopted by the Board of Supervisors. The decision of the Board shall be final and conclusive.

Each party shall bear equally the cost of facilities, fees, and expenses of the arbiter and court reporter, including transcripts. Each party shall bear its own witness and attorney fees.

The Human Resources Director shall execute the decision of the Board within ten working days of the decision.

ARTICLE 28 - 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 shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

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

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

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


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

The parties agree the Provision in the Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba Article 9 Section 9.11 Conversion to Deferred Compensation does not apply to YCPPOA.

If there should be a conflict between language in the County of Yuba Resolutions #2002-21, #2005-113, or subsequently adopted revisions, and this Agreement, this Agreement shall prevail. All ordinances, resolutions or rules not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof.

Signed and agreed upon on September 10, 2019 by the following parties:
(DATE)

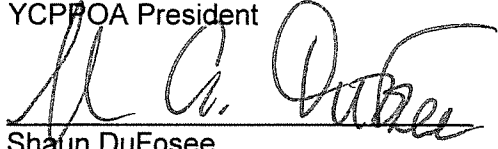
COUNTY OF YUBA


Mike Leahy, Chair
Board of Supervisors


Jill Abel
Human Resources Director

PPOA


Dan Ritner,
YCPPOA President


Shaun DuFosee,
YCPPOA Representative

The foregoing is a true and correct
copy of the document on file
in this office
ATTEST: RACHEL FERRIS
Clerk of the Board of Supervisors of
the County of Yuba, State of California