

MASTER LABOR AGREEMENT

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



November 14, 2017 – June 30, 2020

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PREAMBLE

This comprehensive Master Labor Agreement (hereinafter referred to as Agreement or MLA) is between the County of Yuba (hereinafter called the County) and Yuba County Employees Association, Local #1, (hereinafter called the Union or YCEA) 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 MLA 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 a Master Labor Agreement for the period beginning November 14, 2017, the date of Board adoption and ending June 30, 2020. All provisions, unless otherwise indicated, shall become effective the pay period following Board adoption of the successor MLA.

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

Agency Shop means that an employee assigned to Bargaining Units Office/Clerical (#1), Craft/Maintenance (#2), Technical (#3) and Professional (#4) must either join the Union and pay membership dues OR pay a “fair share fee” in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Union OR to qualify as a conscientious objector and pay the equivalent of membership dues to a non-union charity designated by the Union. Agency Shop does not apply to employees in the Supervisory Bargaining Unit (#5).

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 Road and Garage Divisions of Public Works, Sheriff's Department, and the Juvenile Hall where a day is any 24 hour period beginning with the regularly scheduled work shift. Unless otherwise specified, “day” means calendar day.

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

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

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

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.

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

Hourly Rate means the amount of compensation, for a full hour's service as set forth in the Classification System-Basic Salary Schedule. Hourly rate is determined by referring to the Classification System Basic Salary Schedule and multiplying the Base of the position to the appropriate Index Rate and rounding up to the nearest whole dollar and multiplying by 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. **Planned overtime is defined as requested or directed overtime with 2 or more days notice; unplanned overtime is defined as less than 2 calendar days notice.**

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.

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.

Y-RATE means a monthly salary rate for an individual employee which is greater than the established range for his/her class.

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 Union Recognition

The County recognizes the Union, as the recognized exclusive bargaining representative for the purpose of negotiating wages, hours, and working conditions for all employees of the County whose employee classifications are contained within the Office/Clerical (#1), Craft/Maintenance (#2), Technical (#3), Professional (#4) and Supervisory (#5) 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 Excluded Employees

The following employees shall be excluded from the bargaining unit:

- A. All other represented employees of the County;
- B. All Department/Division Directors, Managers, as well as non-represented (Unit 11) employees;
- C. All employees classified as Extra Help

Section 3.03 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 - AGENCY SHOP and MAINTENANCE OF MEMBERSHIP

Section 5.01 General Provisions

The County and the Union have entered into this Agency Shop Agreement for employees in the Office/Clerical (#1), Craft/Maintenance (#2), Technical (#3) and Professional (#4) Bargaining Units as authorized by [Government Code 3500](#) and all appropriate subsections.

Section 5.02 Union's Responsibilities

The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in bargaining units 1 - 5 in accordance with the law.

Section 5.03 Employee's Responsibilities

All employees in, and all employees subsequently hired, promoted, demoted or transferred into, classifications in bargaining units 1 - 4 shall as a condition of employment fulfill one of the following:

- A. Become and remain a member of the Union; or
- B. Pay to the Union a fair share fee in an amount which does not exceed the amount which may be lawfully collected under applicable constitutional, statutory and case law, and which under no circumstances shall exceed the monthly dues and initiation fees in force during the term of this Agreement; or
- C. Do both of the following:
 - 1. Execute a written declaration and provide proof to the Union that pursuant to [Government Code Section 3502.5\(c\)](#) the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment or execute a written declaration and provide proof that the employee has personally held such religious beliefs historically; and
 - 2. Pay a sum equal to the established Union dues, initiation fees and approved assessments to a nonreligious, non-labor, charitable fund exempt from taxation under [Internal Revenue Service Code Section 501\(c\)\(3\)](#), chosen by the employee from the following charities:
 - a. The Compassionate Friends
 - b. Marysville Joint Unified School District, Christmas Program
 - c. Shady Creek Outdoor School Program

The employee shall have, on a monthly basis, a payroll deduction of dues, fair share fees or charitable contribution based upon the current dues, assessments and fees schedule authorized by the Union.

Section 5.04 County's Responsibilities

All dues, fees, assessments, fair share fees and charitable contributions shall be remitted to the Union in a timely manner, normally within 15 days from the date that such monies are withheld from the employee's payroll.

Section 5.05 Separation From Unit

The provisions of this Article shall not apply during such period that an employee is separated from a representation unit but shall be reinstated upon the return of the employee to a representation unit.

The term "separation" includes transfer, promotion, demotion, or reclassification out of one of the covered units, lay-off, and leave of absence with duration of more than 30 days.

Section 5.06 Compliance

All new or rehired employees appointed to a job classification in the Office/Clerical (#1), Craft/Maintenance (#2), Technical (#3) and Professional (#4) Bargaining Units represented by the Union shall be given an Employee Authorization for Payroll Deduction form during new employee orientation and requested to select one of the options. Should the new employee fail to complete the form during Orientation, the County shall inform the Union of the employee's name, classification and department. After a 30-day period, the Union will, in writing, direct the County to deduct the appropriate fair share fees and initiation fees from the employee's monthly salary.

An employee who is reappointed to a job classification in the Office/Clerical (#1), Craft/Maintenance (#2), Technical (#3) and Professional (#4) Bargaining Units represented by the Union shall be provided with an Employee Authorization for Payroll Deduction form by the Union. If the form authorizing payroll deduction for Union dues, fair share fees, initiation fee, or charitable contribution is not returned to the Union within 30 calendar days after notice of this fair share and initiation fee, the Union may, in writing, direct the County to withhold the fair share fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the fair share and initiation fees and the County shall pay an equal amount to the Union.

Section 5.07 Forfeiture of Deductions

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

Section 5.08 Hold Harmless

In accordance with Government Code §3502.5 (b), the Union agrees to indemnify and hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employees pursuant to this Agreement.

Section 5.09 Reporting Requirements

The Union shall comply with all applicable provisions of [Government Code §3502.5 \(f\)](#) with regards to financial reporting.

An employee who fails to provide the Union with a correct mailing address or who fails to notify the Union of changes in his or her mailing address and who, because of such failure, does not receive any notice required by law shall be entitled to such notice only upon contacting the Union to request such notice.

Section 5.10 Duration

Notwithstanding the expiration of any other agreement between the County and the Union, this Article shall continue in effect until rescinded as permitted by law.

Section 5.11 Maintenance of Membership

Employees assigned to a bargaining unit represented by the Union that has not approved (Bargaining Unit 5 Supervisory) or that has rescinded an agency shop agreement pursuant to existing law are subject to this maintenance of membership provision and required to adhere to the following conditions:

- A. All new employees assigned to a YCEA bargaining unit not under an agency shop agreement will be required to sign a YCEA Local #1 Maintenance of Membership Authorization Form during new employee orientation. Such employees will be given 30 days beginning the first day of the month following the orientation meeting to withdraw from membership in the Union. If the employee fails to withdraw during this window period s/he will be required to remain as a member of the Union during the duration of this Agreement.
- B. Any employee who is a member of the Union on the effective date of this Agreement or who becomes a member during the duration of this Agreement must remain a member during the duration of this Agreement.
- C. Employees subject to this Maintenance of Membership provision will be allowed to withdraw from membership in the Union during the 30 day period immediately preceding the termination date of this Agreement.

ARTICLE 6 - SHOP STEWARDS

Section 6.01 Purpose

Shop stewards shall be established to help employees handle the initial step in the grievance process.

Section 6.02 Provisions

- A. The Shop Steward program will be established after completion of a joint training session with YCEA and supervisors and management of the County. The purpose of this training is to allow both parties an understanding that the goal of the program is to help employees resolve grievances at the lowest level. After completion of the joint training session, the program will be a pilot program to sunset within twelve months unless both parties agree to extend the program. To review the status of the program, a report by the Union will be prepared and will include performance measures describing the number of employees receiving service, the type of services provided and the total number of hours expended.
- B. The Union agrees to notify the County Human Resources Director of the names, classifications and departments of all Shop Stewards, which shall not exceed five in number, including one chief steward. The Union shall immediately inform the Human Resources Director of any changes in the original list and provide an update by name, department, and classification.
- C. A reasonable amount of time will be granted the employee and the Shop Steward to handle initial grievance. However, stewards will be limited to a total of eight hours of release time per month per steward. This time is not cumulative, and does not roll over from month to month. The parties agree that in handling grievances the employee and the Shop Steward will use only the amount of time actually necessary to address the grievance. The County is not responsible for any travel, overtime or other miscellaneous cost resulting from the exercise of this right.
- D. If an employee wishes to discuss a grievance on County time with a designated Shop Steward, the employee shall be allowed an opportunity within a reasonable amount of time to verify if the designated steward is available to be seen. If the steward is present and available, the employee shall complete a "grievance release form" and submit it to his/her immediate supervisor for approval prior to meeting with the steward. Such release form shall only contain the worker's name, classification title, steward's name and work location of the steward, the time the employee left work for the meeting, and the date of the meeting. Upon return, the employee shall note the time s/he returned to work on the form and have the time verified by his/her supervisor. The employee's supervisor shall maintain a record of each request and shall forward a copy of the completed form to Human Resources. The supervisor shall determine if the employee can, because of work activity, be released at the time requested. If the employee is not released, the supervisor shall set an alternative time as soon as practical.
- E. Upon authorization of the Shop Steward's immediate supervisor, the steward shall be released to perform the duties specified in this section. The steward shall sign in and out of the work area stating the time and date of leaving and returning and where the steward may be reached. In the event the steward is unable to be released by his/her immediate supervisor at the time requested, the supervisor shall arrange a release time as soon as practical thereafter.

- F. The Union will attempt to equally distribute steward workloads amongst stewards so as to avoid overburdening any one steward. Stewards are responsible for the full and timely completion of their County work assignments.

ARTICLE 7 – HOURS OF WORK

Section 7.01 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 7.02 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
- 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.

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.

Section 7.03 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 7.04 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 7.05 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 7.06 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 7.07 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 7.08 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 7.09 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 8 – DRESS CODE

Section 8.01 General Statement

It is important that all employees, regardless of function or assignment, recognize that they must represent the County of Yuba to the public and other agencies by creating a professional image which reflects positively on the department for whom they work.

Section 8.02 Expectation

Employees are expected to maintain an appropriate appearance that is businesslike, neat and clean, and does not constitute a safety hazard as determined by the requirements of the area in which they work. The Department Head or designated representative may authorize exceptions on a day to day basis based upon particular assignments. For example, requiring professional dress on an otherwise casual day when appropriate or more casual attire may be authorized when staff is assigned to activities where such attire may be appropriate. However, all attire must meet the business necessity of the department.

Section 8.03 Guidelines

The following guidelines are set forth for all county employees:

- A. Clothing should be neat and clean at all times. Nothing should be worn which is torn, frayed or in obvious need of repair.
- B. Clothing should be consistent with the nature of the work and appropriate to the work environment.
- C. Safety, such as necessary precautions when working near machinery, chemicals, or hazardous waste, should be taken into consideration. Appropriate safety attire such as hard hats, safety shoes, ear protection, and or other protective clothing may be determined necessary by County, State and/or Federal regulation.
- D. Clothing shall not contain any political statements or symbols, offensive language or pictures, advertisements, or language that promotes either illegal or inappropriate activities, or tobacco or alcohol products.
- E. Clothing shall not be revealing to the degree that it exposes skin at the midriff, exposes private body parts, or would be considered suggestive or provocative on the basis of a reasonable person standard.

ARTICLE 9 – PAYMENT OF SALARY

Section 9.01 Payment

Except as otherwise provided, the full-time compensation of all officers and employees of the County is determined pursuant to the provisions of the Longevity Merit/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.

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 YCEA with at least a ninety (90) calendar day advance notification of such a change. The County further agrees to meet with YCEA representatives to discuss the impacts of such a change on YCEA represented employees if requested in writing by YCEA.

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 9.02 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 10 – COMPENSATION

Section 10.01 Union Notification

The County shall give notice to the Union of any new or changed classification, position allocation, and/or salary. The County shall give the Union seven calendar days to review and respond to such notice.

Section 10.02 Salary Adjustments

Effective November 2017, all YCEA represented employees will receive an **\$800** lump sum adjustment which shall be paid with the **November 2017 payroll**.

Section 10.03 Future Salary Adjustments

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

- A. Effective **January 1, 2018**, all YCEA represented employees will receive a **1%** cost of living adjustment.
- B. Effective **July 1, 2018**, all YCEA employees will receive a **2.75%** cost of living adjustment.
- C. Effective **July 1, 2019**, all YCEA employees will receive a **2.75%** cost of living adjustment.

ARTICLE 11 – MERIT PROCEDURES FOR MERIT/LONGEVITY STEP INDEX

For employees hired on or before 6/30/2013 (employees hired after 6/30/13 see section 11.14 - 11.20):

Section 11.01 Salary Based upon Merit and Longevity

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

Section 11.02 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 (SCD), Service Computation Dates 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 11.03 To Determine an Employee's Monthly Salary

- A. Determine the number of years of service an employee has completed based on the employee's Service Computation Date (SCD).
- B. Refer to the "Number of Years of Service" column. Go to the number of years of service the

employee has completed and locate the "Index Rate" immediately to the right.

- C. Refer to the Classification System – Basic Salary Schedule and find the current title of the employee's position. Multiply the corresponding Index Rate by the Base Rate for the employee's classification.
- D. Round up to the nearest whole dollar.

Section 11.04 To Determine an Employee's Hourly Rate

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

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

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 11.06 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 automatically on the employee's SAD.

Section 11.07 Prior Service

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

Section 11.08 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 11.09 Advanced Index Rate Hires (external recruitments only)

When it is necessary to attract the best qualified applicants to a critical position or when an applicant's prior experience justifies, the Department Head is authorized to hire a new employee at an Index Rate equivalent to completion of up to 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).

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 11.10 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 11.11 "Y-rated" Salary

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

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

Section 11.12 Salary Upon Transfer

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

Section 11.13 Salary Upon Reclassification

- A. **No Change:** When a reclassification results in no change to the base rate of the classification, there will be no change to the employee's salary.
- B. **Higher Class:** If a reclassification results in an employee's position being assigned to a classification having a higher base rate of pay, the employee's salary shall be determined consistent with Section 11.10.
- B. **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 11.11.

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

Section 11.14 Salary based upon Merit:

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

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

Index Rates between 1.0000 and 1.30 are defined as Merit.

Section 11.15 Service Computation Date (SCD) and Index Rate Determination

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

Section 11.16 Salary Anniversary Date (SAD) For Merit Index Rate Adjustments

The employee's Salary Anniversary Date (SAD) will be the 1st day of the month following his/her SCD, unless specifically stated otherwise. However, if the SCD is within the 1st 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 an evaluation that shows that the employee at least "meets standards" within the last 3 months from an employee's SAD.

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

Section 11.17 Leave With Out Pay (LWOP)

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

Section 11.18 Performance Based Merit Delay

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

Section 11.19 Advanced Index Rate Hires (external recruitments only)

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

Section 11.20 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 12 – OVERTIME, COMP TIME, CALLBACK AND STANDBY

Section 12.01 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. The following shall be counted as time worked for purposes of computing overtime when overtime is unplanned (defined as requested or directed overtime with less than 2 calendar days notice):
 - a. Actual hours worked
 - b. Sick Leave
 - c. Holidays (including Floating Holidays)
 - d. Compensatory time off (CTO) used during the week shall be counted as $\frac{2}{3}$ the amount used for computing hours worked for purposes of overtime in that work week.
 - e. Special provisions as described in this Article
3. The following shall be counted as time worked for purposes of computing overtime when overtime is planned (defined as requested or directed overtime with 2 or more days notice):
 - a. Actual hours worked
 - b. Holidays (excluding 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.

Effective JULY 1, 2018 Section 12.01 Overtime Subsection A above no longer applies and is replaced as follows:

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. The following shall be counted as time worked for purposes of computing overtime:
 - a. Actual hours worked
 - b. Holidays (including Floating Holidays)
3. 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 hour work week 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, 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 workweek. **[Reference Section 12.01B Application of Overtime of this Agreement]**

Section 12.02 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 80 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 12.03 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 21 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 12.04 Call Back

- A. Employees eligible for overtime compensation who are called back to 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.
- B. Public Works employees who are required to physically return to work, to the worksite, or another assigned work location outside of their regular daytime (Monday through Friday) work shift or called to report back to work after completing their regular daytime (Monday through Friday) work shift shall be compensated at time and one half (1.5) for all hours worked under the call back. For employees without a take home vehicle, such call back time shall be computed for work performed from the time reporting to the Public Works maintenance yard to the return to the maintenance yard. For employees with a take home vehicle, such time shall be computed for work performed from arrival at the work location to completion of the work. This section is applicable to all Public Works employees called back to work in order to address a situation that cannot wait to be addressed at the next regular work shift.

Public Works employees may elect to use Vacation, CTO, or Holiday (including Floating Holidays) to cover any regularly scheduled shift, and that time will count toward their 40 hour work week when calculating any overtime.

Section 12.05 Standby

- A. Employees on unrestricted standby, as defined by the FLSA, shall receive **\$25.00** per night for each night of the work week and **\$35.00** for normal scheduled days off and holidays spent on Standby time.

Effective July 1, 2018, employees on unrestricted standby, as defined by the FLSA, shall receive **\$30.00** per night for each night of the work week and **\$40.00** for normal scheduled days off and holidays spent on Standby time.

- B. Non-Exempt employees on **restricted** standby, as defined by the FLSA, shall receive minimum wage for all hours spent on restricted standby.
- C. Social Workers and Social Worker Supervisors in Adult Protective Services and Child Protective Services who are on standby shall receive two hours' salary for each week day they are on standby and three hours salary for each holiday or weekend day they are on standby. This pay shall be in place of the normal standby pay for all other employees.

Section 12.06 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 13 – ADDITIONAL COMPENSATION

Section 13.01 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

Designated bilingual employees shall be paid a premium compensation in the amount of **\$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 13.02 Cook Differential Pay

Employees appointed to the 'Cook' classification and assigned to the Sheriff's Department - County Jail shall receive **\$175.00** per month for Differential Pay.

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

Employees hired within the first 15 days of the month shall receive the full monthly rate for their first month of employment; those hired after the 15th of the month will receive half of the differential pay for their first month of employment.

Employees receiving Cook differential leaving County service during the first 15 days of the month will receive half of the differential pay; those leaving service any time after the 15th of the month will be paid the full monthly rate.

Section 13.03 Accreditation of Certifying Officer

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

If an eligible employee allows his/ her ACO certification to lapse or the employee is unwilling to perform ACO services, the employee would become ineligible and the incentive compensation would cease.

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

Section 13.04 Class A or B Driver's License

Eligible and designated employees of the Ag Department shall be paid incentive compensation in the amount of **\$100** per month for possession of a valid Class A or B California Commercial Driver's License (CDL), as required by the Ag Department.

If an eligible employee allows his/her Class A or B CDL to lapse or the employee is unable or unwilling to operate the heavy capacity weight truck, the employee will become ineligible and the incentive compensation will cease.

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

Section 13.05 Retention Incentive for Public Health Nursing series

Non-exempt Public Health Nurse employees that qualify pursuant to the Public Health Nurse Retention Incentive Program Policy shall be paid incentive compensation as follows:

Year 1 - \$1,000

Year 2 - \$1,500

Year 3 - \$2,000

Year 4 - \$2,500

Year 5 - \$3,000

Retention incentive pay will be payable annually, up to year five in each Public Health Nursing classification, on an eligible employee's position anniversary date.

If an eligible employee receives less than an overall "meets standards" on his/her annual performance evaluation, the employee will not receive the retention incentive compensation for that year.

If an eligible employee promotes within the Public Health Nursing series as defined in the Policy, the retention incentive compensation will start over at Year 1.

The Public Health Nurses Retention Incentive Program will sunset five years from its commencement or no later than December 31, 2022, and will not continue unless renewed based upon a review of the entire Program's effectiveness by Yuba County and YCEA.

ARTICLE 14 – CLOTHING ALLOWANCE

Section 14.01 Uniforms Required

When required for the convenience and benefit of the County, employees may be required to wear uniform clothing as specified by the appointing authority and approved by the Board.

Section 14.02 Maintenance Provisions

With the approval of the Board, the appointing authority may authorize the provision or partial provision for such clothing and the cleaning and maintenance thereof, or may authorize payment of a clothing allowance in lieu of such provisions.

Section 14.03 Sheriff's Department Uniform Allowance

A uniform allowance shall be granted to personnel required to wear uniforms in the Sheriff's Department and its Animal Care Services Division. New employees required to wear a uniform shall receive their first set of uniforms upon entering service. The Department will determine what the uniform needs are and provide the first set at no cost to the employee. In the event that the Board approves a change in the uniform, the full cost of any new uniform shall be borne by the County.

An annual uniform allowance shall be provided in the amount of Five Hundred Forty Dollars **(\$540.00)** for all Sheriff's Department personnel required to wear uniforms. An annual uniform allowance of Six Hundred Sixty Dollars **(\$660)** shall be provided to the Animal Care Services Officer classification.

The allowance for all other personnel will be increased to Six Hundred and Sixty Dollars **(\$660.00)** per year in the event the Sheriff requires that a full uniform be worn on a regular basis.

The uniform allowance shall be prorated on a monthly basis for each month worked and paid in arrears on the regular payday of each month. Any month in which more than 12 days on paid employment status have been completed shall be considered as a full month and employee is eligible for payment of the uniform allowance.

Section 14.04 Protective Footwear Reimbursement

A. General Statement:

The County agrees that in certain working situations, including but not limited to working at an active construction site, the risk of injury to County employees may be reduced by the requirement to wear protective footwear. Accordingly, employees will wear protective footwear in the performance of their work duties when so required by the appointing authority.

B. Protective Footwear Specifications:

Protective footwear is generally defined as a lace up "work" boot with a six inch minimum ankle height, be waterproof, electrical hazard rated, have a composite safety toe cap, and a non-skid, oil resistant sole.

The appointing authority will determine the exact specifications of the protective footwear required for the position.

C. Protective Footwear Reimbursement:

Every two years a protective footwear reimbursement of **\$300** shall be made available to personnel required by their appointing authority to wear protective footwear in the performance of their duties. The Department will reimburse the actual cost of the Department specified footwear to a maximum of \$300. Employees may purchase two pairs of protective footwear meeting the Department's specifications but will only be reimbursed for a maximum amount of \$300.

D. Protective Footwear Reimbursement Process:

To be eligible for reimbursement, an employee must submit the boots with the associated written specifications to ensure they meet the Department's requirements along with a receipt of purchase and a County claim form to his/her Department. Upon submission of the County claim form and verification that the protective footwear meets the Department's specifications, the Department will approve and submit the County claim form for payment.

Employees are eligible for protective footwear reimbursement every two years. The anniversary date is determined by the date of submission of the County claim form and receipt for the original purchase of protective footwear.

New employees required by their Department to wear protective footwear in the performance of their job duties shall be reimbursed as described above for their protective footwear (up to two pairs) upon entering County service.

E. Maintenance Provisions:

It is the employee's responsibility to keep his/her protective footwear in operable condition to meet their original performance standards. Protective footwear must be worn at all times, unless directed otherwise by the Department due to a scheduled work activity change, such as when an employee is attending a class.

If, during the course of performing assigned duties, an employee's protective footwear is damaged beyond use as a result of a single incident that is not due to negligence on the part of the employee (not due to normal wear and tear) and replacement is warranted prior to the expiration of 24 months, an exception to the reimbursement schedule may be available at the discretion of the appointing authority and, upon said replacement, a new two year reimbursement increment will begin.

ARTICLE 15 – ASSIGNMENTS REQUIRING TRAVEL

Section 15.01 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.

Section 15.03 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 15.03 Authorization Forms

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

Section 15.04 Motor Vehicle Record Check

Motor vehicle record checks may be made by Risk Management 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 15.05 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.

Section 15.06 Poor Driving Performance

When an employee is required to drive in the performance of duty, his/her ability and willingness to drive safely is an important aspect of overall job performance. The failure of an employee to drive safely must be a matter of concern to the Department Head who will be expected to take all means available to identify a poor driver and to improve the employee's driving performance or to relieve the employee of that duty. Poor driving, as other poor performance, can be the basis for discipline pursuant to [Article 31](#) of this Agreement as well as other disciplinary and corrective measures. According to Article 31, discipline may include discharge, suspension, demotion for disciplinary purposes, reprimand, as well as other corrective measures. Department Heads shall monitor the accident reports of employees in order to control and minimize the risk liability to the County. To assist Department Heads to identify poor drivers, they shall look for the following situations:

- A.. **Repeated non-serious minor accidents.** These are instances where an authorized driver has a record of three or more on-the-job, non-serious, preventable vehicle accidents in the past 12 months, or 4 in 24 months. Non-serious, minor accidents are accidents that do not result in injuries to persons nor is there damage to the property of any one person or the County that is more than \$500.
- B. **Serious preventable vehicle accidents.** This is defined as any time an authorized driver has a preventable vehicle accident while on the job which results in injury or death, or damage to property of any one person or the County exceeding \$500.
- C. **Willful misconduct or recklessness.** This is any occasion when the facts reported to the Department Head appear to demonstrate a disregard to safety and the employer's business interest.
- D. **Citizen complaints.** Poor driving performance can also be identified by validated citizen complaints or complaints from other County employees.

Section 15.07 Reimbursement

County employees who are required or permitted to use their own vehicles for conducting County business will be reimbursed for their mileage based on the IRS approved rate.

ARTICLE 16 – BENEFIT PROGRAMS

Section 16.01 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 16.02 Medical, Dental and Vision 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 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 premiums for Dental/Vision for the employee only, and 90% of the basic plan premiums for Health.
- C. The County will pay 80% of the basic plan premiums for Dental/Vision for the employee plus one dependent or the employee plus more than one dependent, and 70% of the basic plan premiums for Health for the employee plus one dependent or 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 contract. However, due to the continued rising cost of health care, the County must explore alternatives to our current plans and funding. Both parties agree to proactively review alternative options by continuing to be active in the health care committee.

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 involuntary loss of other coverage. In Lieu of Premium Savings is taxable income.

Section 16.03 Life Insurance

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

Section 16.04 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.

Section 16.05 Affordable Care Act

At such times as regulations are issued implementing the Affordable Care Act, the County and YCEA 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 MLA will be modified or impacted by the Affordable Care Act during the term of this Agreement, it is agreed that the County and YCEA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

ARTICLE 17 - RETIREMENT

Section 17.01 Retirement Formula

Regular employees holding County employment shall be members of the Public Employees' Retirement System (PERS) as provided by law and the terms of the contract in effect between the County and the Public Employees' Retirement System.

The County will maintain the following Retirement Programs for Classic PERS Members:

The 2% @ 55 PERS formula shall be provided for Miscellaneous Retirement category employees.

The County will maintain the following Retirement Programs for PEPRA New Members (entering CalPERS membership on or after January 1, 2013):

The 2% @ 62 PERS formula shall be provided for Miscellaneous Retirement category employees.

Section 17.02 PERS Employee Contribution

Classic Members Employee Retirement Contribution:

Employees identified by CalPERS as Local MISC Classic Members currently have an employee contribution rate of **7% plus a percentage of the Employer's pension cost for a total employee contribution as identified in this Section below under "Employee Sharing Additional Cost"**.

PEPRA NEW Members Employee Retirement Contribution:

Employees identified by CalPERS as PEPRA New Members will have an employee contribution rate of at least 50% of the normal cost rate of their defined benefit plan, rounded to the near ¼ percent; adjusted periodically as determined by PERS. The employee contribution currently in effect is **6.25%** for Local MISC PEPRA New Members **plus a percentage of the Employer's pension cost for a total employee contribution as identified in this Section below under "Employee Sharing Additional Cost"**.

Employee Sharing Additional Cost:

The County of Yuba and YCEA have previously negotiated a contract which includes Classic and PEPRA New employees paying an additional portion of the employer's share of pension cost beginning in the 2015/2016 Fiscal Year that will continue as follows:

YCEA MISC Classic and PEPRA New Members agreed to pay an additional **1.194%** toward the Employer Contribution, with the YCEA MISC Classic Members total employee contribution of **8.194%**; the YCEA MISC PEPRA New Members total employee contribution of **7.444%**.

This agreement will again amend the County's local MISC Members' contract under Section 20516 for local MISC Classic and PEPRA New Members in the YCEA as follows:

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

- **YCEA MISC Classic Members** agree to pay an additional **.403%** toward the Employer Contribution.
- **YCEA MISC PEPRA NEW Members** agree to pay an additional **.403%** toward the Employer Contribution.

This CalPERS retirement contract amendment will result in the following changes to the employee contribution rate effective **July 1, 2018**:

- **YCEA MISC Classic Members** employee contribution **8.597%**
- **YCEA MISC PEPRA New Members** employee contribution **7.843%**

Effective July 1, 2019, or as soon thereafter as the CalPERS retirement contract can be amended, the CalPERS Employer Pension Contribution will be:

- **YCEA MISC Classic Members** agree to pay an additional **.403%** toward the Employer Contribution.
- **YCEA MISC PEPRA NEW Members** agree to pay an additional **.403%** toward the Employer Contribution.

This CalPERS retirement contract amendment will result in the following changes to the employee contribution rate effective **July 1, 2019**:

- **YCEA MISC Classic Members** employee contribution **9%**
- **YCEA MISC PEPRA New Members** employee contribution **8.25%**

Section 17.03 Credit for Unused Sick Leave

The County contracted with the California Public Employees Retirement System (CalPERS) to provide Section 20965 Credit for Unused Sick Leave Benefit for employees in the Miscellaneous Retirement group. 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 Section 19.14, of this Agreement.

Section 17.04 Pre-Retirement Optional Settlement 2W Death Benefit

The County contracted with CalPERS to provide Section 21548 Pre-Retirement Option 2W Death Benefit for the Miscellaneous Retirement Plan members. 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 17.05 MediCare Application

During the term of this Agreement the parties agree to review the history of the employees excluded from MediCare and whether there are effective remedies to provide coverage to affected employees.

ARTICLE 18 - VACATION LEAVE WITH PAY

Section 18.01 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 18.02 Time Vacation Leave Begins to Accrue

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

Section 18.03 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 18.04 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 18.05 Rates of Accrual

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 years through completion of 10 years	10.75 hours
More than 10 years through completion of 15 years	12.00 hours
More than 15 years 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 18.06 Maximum Accrual

Vacation leave shall be accumulated to a maximum limit of **384** hours.

As of the first payroll following Board adoption, 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 the 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 Board adoption, 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 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 18.07 Use of Vacation Leave

- A. Vacation Accruals earned at the end of the month are available for use the 1st of the following month.
- B. The Department Head shall determine the period when accrued vacation time may be taken by each employee consistent with the requirements of the department.
- C. Denial of an employee's request for use of vacation leave must be based on business necessity.
- D. **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.).
- E. 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 after exhausting sick leave and prior to using 40 hours of vacation not to use additional 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 thirty (30) calendar days, nor may s/he be eligible for donation of catastrophic leave. The right to exercise an irrevocable choice applies separately to each leave of absence. [[Refer to Article 23 Leave of Absence Without Pay](#)].

Section 18.08 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 18.09 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 19 – SICK LEAVE WITH PAY

Section 19.01 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 19.02 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. [\[Reference Section 22.02 Paid Leave of this Agreement\]](#)
- 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 19.03 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 an employee begins work within the 1st three working days of the month, then s/he shall accrue sick leave for that month.

Section 19.04 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 19.05 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 (8) hours per month except as follows: Office/Clerical (#1); Crafts/Maintenance/Service (#2); Technical (#3); Professional (#4); and Supervisory (#5) Unit Employees appointed **before October 1, 1978**, shall accrue sick leave with pay at the rate of ten (10) 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. **Leave of Absence without Pay.** A regular full-time employee who is 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. Exception: Each regular full-time employee who is granted a leave of absence without pay in excess of 15 calendar days and physically works at least 30 hours in a month shall accrue sick leave with pay at the rate of 4 hours for that month.

- D. A regular full time employee who separates for any reason during the month shall earn sick leave accruals with pay at the rate of 4 hours for that month if on a paid status and physically worked at least 30 hours; or shall earn sick leave accruals with pay at the rate of 8 hours if on a paid status for more than half the working month.

Section 19.06 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 leave, Job Protected Leave or SDI may make an irrevocable choice after exhausting sick leave and prior to using 40 hours of vacation not to use additional 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 thirty (30) calendar days, nor may s/he be eligible for donation of catastrophic leave. [The right to exercise an irrevocable choice applies separately to each leave of absence. Reference Article 23 Leave of Absence Without Pay of this Agreement](#)

Section 19.07 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 19.08 Recovery of SDI/WC Overpayment: Sick Leave Usage in Conjunction with SDI/WC

For employees covered under the State Disability Insurance (SDI), Paid Family Leave (PFL) program or Workers' Compensation Program (WC), accrued leave may be used to supplement

these benefit payments. In no instance, however, shall the combination of SDI, PFL, WC, accrued 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/PFL, 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 19.09 Exclusions

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

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

Section 19.10 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 19.11 Records

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

Section 19.12 Loss of Sick Leave

- A. Any employee whose continuity of employment is broken for any reason other than Sections 19.13 and 19.14 of this Article shall lose entitlement to any sick leave which has accrued but not used, unless re-employed 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 19.13 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 19.14 Convert Unused Sick Leave for CalPERS Service Credit Upon Retirement

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

- A. Convert all of their unused sick leave to service credit; OR
- B. If the retiring employee has 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 19.13 of this Article and convert the remaining balance of unused sick leave to service credit.

ARTICLE 20 - CATASTROPHIC LEAVE

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

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

ARTICLE 21 – HOLIDAYS

Section 21.01 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 12.03 Holiday Pay of this Agreement](#)]

Section 21.02 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 21.04.

Section 21.03 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 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 21.04 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 shall be entitled to overtime compensation for the hours actually worked on 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 22 – PAID LEAVE

Section 22.01 Paid Administrative Leave

Any regular or probationary employee of the County may be placed on administrative leave with or without pay by the appointing authority when extraordinary circumstances exist and such leave is necessary for the operation of the department.

Section 22.02 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. [\[Reference Section 19.02 Definition of this Agreement\]](#)

Section 22.03 Military Leave

Military leave shall be granted in accordance with the provisions of state and federal law. The Human Resources Director is hereby designated to administer the mandatory military absence provisions of the Military and Veterans Code and to establish such rules and procedures as are necessary or expedient. The following provisions, which are essential to effective salary administration, are also delegated to the Human Resources Director for administration.

A specific calendar period of military leave shall be established for each employee who is granted leave pursuant to the Military and Veterans Code. Such period of military leave shall include the ordered or expected period of active duty and reasonable travel time connected therewith. An employee who does not return within the period of approved military leave shall be granted three months additional military leave and thereafter be terminated provided, however, that an employee who is so terminated and who later requests to return to duty shall be granted any benefits and privileges which are required by the Military and Veterans Code.

- A. An employee who is a member of the reserve corps of the armed forces, of the National Guard or the Naval Militia and who has one full year of continuous service immediately preceding the leave, and who takes temporary military leave of 180 days or less (including travel time) shall be maintained in his position and, upon his return to duty after the prescribed period of temporary leave, shall receive all vacation, sick leave and benefits arising from seniority in the County and in his class which he would have accrued had he not been absent on military leave.
- B. If discharged or released under honorable conditions, an employee who takes military leave other than as described in Section 22.03 A shall have the right to return to his former position within three months after termination of his active military service provided, however, such right to return shall not be granted an employee who fails to return to duty within twelve months after the first date he could terminate or could cause to have terminated his active military service. Such employee shall receive no benefits for the period of his absence except as provided in Section 22.03 C hereof, but following his return to duty such employee shall resume accrual of all benefits as though he had not been absent on military leave.
- C. An employee who has satisfactorily completed six months of continuous service immediately prior to taking ordered military leave in accordance with Section 22.03 A and B above, shall receive payment equivalent to one-half month's salary he would otherwise have received for the 1st one-half month of the military leave, and an employee who has one full year of continuous service immediately prior to taking ordered military leave in accordance with Section 22.03 A or B above, shall receive a payment equivalent to a full month's salary he would otherwise have received for the 1st full month of military leave upon submitting satisfactory evidence of military service. Only one such payment shall be made during any

one period of ordered military service, and the total amount of such payment shall not be in excess of the limits therein prescribed.

Section 22.04 Supplemental Pay and Continuation of Benefits Upon Activation During National Crisis

In recognition of the special service and sacrifice of our County employees who are also members of our armed forces, employees who are called to active duty shall have their salaries supplemented such that they shall receive the difference between their regular County salary and their military pay. Supplemental pay shall begin on the 31st day of military leave and continue until the employee is released from military service, but no longer than two years. To determine the amount of additional compensation to be paid to the employee, the employee's military pay will be subtracted from the employee's pay that was in effect prior to call-up. The difference would be the amount the employee would receive to supplement the military pay.

County health benefits in effect at the time of call-up shall remain in effect until the end of the employee's recall to active duty. Those employees with dependents under the County Health Plan who wish to continue dependent coverage may do so by continuing to pay the appropriate dependent cost during the time they are eligible for supplemental pay.

Section 22.05 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/her 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/her regular salary.
- C. The employee shall be required to return to work on any day s/he is excused from jury duty with over an hour remaining of the work day, or charge the remainder of the day to vacation.

Section 22.06 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 23 – LEAVE OF ABSENCE WITHOUT PAY

Section 23.01 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, job protected leave or SDI may make an irrevocable choice after exhausting his/her sick leave and prior to using 40 hours of vacation not to use additional vacation to supplement the disability benefits. However, should s/he do so, s/he may not use his/her vacation until s/he has returned to work full time for thirty (30) calendar days, nor may s/he be eligible for donation of catastrophic leave. The right to exercise an irrevocable choice applies separately to each leave of absence. [[Reference Article 20 Catastrophic Leave of this Agreement](#)]

Section 23.02 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. For employees participating in the Catastrophic Leave Program, seniority credit will not be earned for any period during which the employee received donated time. [[Reference Section 29.03 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 27.01 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 23.03 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 23.04 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 23.05 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 23.06 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 24 - 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 his/her designee.

ARTICLE 25 - PROTECTED LEAVES

Section 25.01 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):**
https://www.dfeh.ca.gov/wp-content/uploads/sites/32/2017/06/CFRA_PregnancyLeave_English.pdf
- **California Pregnancy Disability Leave (PDL)**
https://www.dfeh.ca.gov/wp-content/uploads/sites/32/2017/06/CFRA_PregnancyLeave_English.pdf

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

All accrued or available leave time runs concurrently with job protected leave unless the employee elects the Workers' Compensation/Job Protected Leave/SDI Exception outlined in Articles 19, 21 and 23.

ARTICLE 26 – EMPLOYEE PERFORMANCE APPRAISAL AND EVALUATION

Section 26.01 Purpose.

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

- A. Evaluations 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 26.02 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 26.03 Withhold Merit/Longevity Step Index Increase

For employees hired on or before 6/30/2013, 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, it will not be approved until the Department notifies the Human Resources Department that the employee's performance at least meets standards.

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

[\[Reference Section 11.06 Salary Anniversary Date for Merit/Longevity Index Rate Adjustments of this Agreement\]](#)

Employees hired on or after 7/1/2013 will adhere to the following provisions in [Article 11 Section 11.16](#) Salary Anniversary Date (SAD) For Merit Index Rate Adjustments and [Section 11.18 Performance Based Merit Delay](#).

Merit Step Index increases will occur on the employee's SAD, only when the Human Resources Department has received an evaluation that shows that the employee at least "meets standards" within the last 3 months of the employee's SAD.

If the employee does not receive a satisfactory performance evaluation, the employee will be given a Performance Improvement Plan (PIP) detailing what is required for the employee to achieve at least satisfactory performance levels. Merit increases will be automatically withheld until such time the employee receives at least a "Meets Standards" performance evaluation. In this instance, the employee's Salary Anniversary Date (SAD) will be the 1st day of the month following said successful performance evaluation. However, if the successful performance evaluation is given on the 1st day of the month then the merit increase will be given in that same month. [\[Reference Section 11.16 Salary Anniversary Date \(SAD\) for Merit Index Rate Adjustments of this Agreement\]](#).

Salary Anniversary Date (SAD) delays for receiving less than a "meets standard" performance evaluation will be computed as follows: each month beyond the current SAD the employee does not have at least a "meets standards" performance evaluation will permanently reduce an employee's SAD by one month (i.e. move the SAD forward one month). [\[Reference Section 11.18 Performance Based Delay of this Agreement\]](#).

ARTICLE 27 – PROBATIONARY PERIODS

Section 27.01 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 27.02 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.

Section 27.03 Acquisition of Permanent Status

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

Section 27.04 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 27.05 Temporary Appointment

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

Section 27.06 Probationary Period Upon Promotion

An employee with permanent status who is promoted to a position in a class having a higher salary range 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 27.07 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 27.08 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 27.09 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 27.10 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 27.11 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 28 – TRANSFERS, REASSIGNMENTS, AND PROMOTIONAL OPPORTUNITY

Section 28.01 Transfers Within Offices or Departments.

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

Section 28.02 Interdepartmental Transfers.

No employee 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 28.03 Temporary Transfers.

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

Section 28.04 Reassignments

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

Section 28.05 Promotions

- A. **Advancement According to Merit and Ability.** The Human Resources Director, each officer and Department Head 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 29.03](#) of this Agreement entitled Lay-Off List Computation.
- H. **Promotional List.** In establishing the promotional list following the selection procedure, the names of the persons who have attained a passing mark 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.
- I. **Release Time:** Employees who have been invited to participate in County recruitment selection procedures may be provided reasonable release time during their scheduled working hours, on paid County time, to take County exams and to participate in County interviews conducted for the purpose of determining the best qualified candidate. In the event an employee cannot be released to take part in the selection procedures due to department operational reasons, the department will work with Human Resources to arrange for an alternate time for the employee to participate. Employees requesting release time shall give their supervisor as much advance notice as possible.

ARTICLE 29 - LAYOFF AND REINSTATMENT PROCEDURES

Section 29.01 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 29.02 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 29.03 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 29.02 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, or for any period the employee was on donated catastrophic leave, or for any time the employee was off work as result of a disciplinary action which was appealable and either not appealed or was sustained or modified upon appeal.

For any employee who is re-employed after permanent separation, seniority 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 29.03 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 29.04 Notice of Layoff

The appointing authority shall send written notice by certified mail, postage prepaid, return receipt requested and correctly addressed to the last known mailing address of the employee as found in the records of the Human Resources Department. If return receipt is not promptly received by the 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 29.05 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. Notwithstanding Section 29.05 A and B, employees who are transferred in accordance with Section 28.02 of this Agreement and are subject to layoff, should retain their rights to demotion and displacement in lieu of layoff in the previous department or to whichever department the employee's previous position has been allocated if the interdepartmental transfer was initiated by the County. Should an employee exercise rights under this section, all conditions and provisions of these rules shall be applicable.

- D. To be considered for demotion and displacement in lieu of layoff, an employee must notify the Human Resources Department in writing of this election no later than five calendar days after receiving the notice of layoff. 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.
- E. 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 29.06 Extra Help Employment for Laid Off Employees

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

Section 29.07 Priority Consideration

An employee who has received formal notice of separation from employment resulting from a pending layoff in accordance with [Section 29.01](#) of this Article may elect to have 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, they are required to interview all employees whose names are submitted to them before making a final decision on filling the vacancy. If the Department Head would still prefer to consider applicants from a Merit List, 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 27.07 Probationary Period Upon Transfer](#) and [Article 28 Transfers, Reassignments, and Promotional Opportunity](#) of this Agreement.

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

The Human Resources Director 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 displaces 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 30 - PROHIBITED ACTIVITIES

Section 30.01 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 30.02 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 30.03 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 31 of this Agreement entitled "Dismissal, Suspension, Reprimand, Demotion and Right of Appeal"](#).

Section 30.04 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 31 - DISMISSAL, SUSPENSION, REPRIMAND, DEMOTION AND RIGHT OF APPEAL

Section 31.01 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 five steps depending on the severity of the problem and the number of occurrences: Letter of Reprimand; Suspension without pay; Reduction in Pay (defined as base rate multiplied by index), Demotion; or Termination from employment. 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 31.02 Regular Employees - Disciplinary Action and Notice

Any regular employee may be reprimanded, suspended, reduced in pay, 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 an employee receives a formal written reprimand from a Department Head, the employee has ten work days after receipt of the letter to file a written or oral response to the letter. The Department Head may then modify, amend, or revoke any part of the formal written reprimand. The employee's response will be considered by the Department Head. If it is demonstrated that any part of the formal written reprimand is inaccurate or not factually supported it will be modified, amended, or revoked. Unless revoked completely, the formal written reprimand as amended or modified by the Department Head along with any written response 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, Reduction in Pay, Demotion or Dismissal.** Before taking more serious disciplinary action or initiating a formal investigation, the Department Head should 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 or unpaid administrative leave. Unpaid leave is appropriate when the employee and/or her/his representative are unreasonably unavailable during the disciplinary process. The reviews and notices required shall be served on the employee as soon as possible after the employee is placed on such leave.
- E. **Written Notification.** 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 31.03 Causes for Discipline

Each of the following constitutes cause for suspension, reduction in pay, 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 30](#) 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.
- T. Conduct or behavior that constitutes sexual harassment or creates a hostile work environment.
- U. Negligent or willful damage to public property or waste of public supplies or equipment.
- V. Failure or refusal to cooperate in an investigation being conducted by the County.
- W. Knowingly making false accusation or knowingly providing inaccurate information about an employee that could lead to disciplinary action of the employee if the information or accusation were true.

Section 31.04 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 27](#) 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 parties 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 31.05 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 31.06, 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, except that,
 - 1. in the event the employee is fully reinstated, **or**
 - 2. the employee is in a position funded in whole or in part by the federal or state government which comes under Section 19800 of the Government Code of the State of California, such costs and fees will be borne by the County department imposing the discipline.

Section 31.06 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 agendaized for presentation to the Board of Supervisors in accordance with standard agendaizing 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 31.05](#) 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. For employees in positions funded in whole or in part by the federal or state government which come under Section 19800 of the Government Code of the State of California, the decision of the Hearing Officer in matters of demotion or dismissal, is final and binding upon all parties within the limits and the authority of Hearing Officers as may be found in relevant sections of this Agreement.
3. 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.
4. The Hearing Officer shall have no power to award punitive damages.
5. The Hearing Officer's findings and award shall be based solely on the evidence presented at the hearing.
6. The decision of the Hearing Officer, as outlined in Section 31.06 B 1 and 2 above, shall not be subject to modifications by the Board of Supervisors and shall be implemented by Board order.

ARTICLE 32 - GRIEVANCE PROCEDURES

Section 32.01 Purpose

The grievance procedures are intended to provide employees a means to have their grievances 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.

Section 32.02 Definition

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 32.03 General Provisions

- A. Employees are entitled to union representation at any level of the grievance process.
- B. Employees are entitled to reasonable release time at any level of the grievance process.
- C. Timeliness: If the employee or recipient of the grievance is absent from the normal work site for longer than a week, the grievance may 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 32.04 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:

- A. 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 Arbitrator. The right to strike the first name shall be determined by lot.
- B. 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 Arbitrator. The parties may stipulate to a longer period of time for commencing with the grievance hearing.
- C. 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.
- D. 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 Arbitrator as the case may be. Subpoenas and subpoenas duces tecum shall be authorized as provided by Government Code Section 11450.05 et seq.

- E. The Arbitrator shall render judgment as soon after the conclusion of the hearing as possible but in no event later than 30 days after the close of the grievance hearing, unless mutually agreed otherwise by the parties. The Arbitrator's decision shall set forth which alleged violations, if any, are sustained and the reasons therefore. The Arbitrator's decision shall set forth findings of fact and conclusions of law. The Arbitrator may sustain or reject any or all of the charges filed in the grievance. The Arbitrator's opinion shall be advisory only.
- F. Written findings and recommendations shall be forwarded by the Arbitrator to the Clerk of the Board of Supervisors, Human Resources Director, the affected Department Head, and employee and her/his representative. These findings and recommendations must be agendaized for presentation to the Board of Supervisors in accordance with standard agendaizing procedures at its first regular meeting after they have been received. If within 30 days of receipt by the parties of the Arbitrator's decision, either party to the action files a written appeal with the Board of Supervisors, a copy of such appeal will be served concurrently upon the opposing party. The Board of Supervisors may review the record of the proceedings and will take the findings and recommendations of the Arbitrator under advisement. The Board will render a decision within 20 days after the presentation of said finding and recommendations to the Board. The Board, in its sole discretion, may:
 - Follow the recommendation of the Arbitrator; or
 - Order any action which it deems appropriate based upon the totality of the circumstances.
- G. If neither party files such appeal within the above 30 day period, the decision of the Arbitrator shall be deemed adopted by the Board of Supervisors. The decision of the Board shall be final and conclusive.
- H. Each party shall bear equally the cost of facilities, fees, and expenses of the Arbitrator and court reporter, including transcripts. Each party shall bear its own witness and attorney fees.
- I. The Human Resources Director shall execute the decision of the Board within ten working days of the decision.

ARTICLE 33 - JOINT LABOR MANAGEMENT COMMITTEE (JLMC)

Section 33.01 Purpose

The parties agree that regular and open communication is vital to the establishment and continuation of an effective labor management relationship. Toward that end the parties agree to the establishment of a Joint Labor Management Committee (JLMC) whose purpose shall be to foster open good faith communications between the County and YCEA, to encourage dialogue regarding workplace issues and to attempt to resolve issues of mutual concern.

Section 33.02 Organization

The JLMC will be organized as follows:

- A. YCEA shall be entitled to three (3) representatives to each JLMC meeting, as well as the YCEA Executive Director or his/her designee. The Executive Director shall serve as co-chairperson for YCEA.
- B. The County shall be entitled to three (3) management representatives as well as the Human Resources Director or her/his designee, who shall serve as co-chairperson for the County.
- C. Additional YCEA and County management representatives may attend a scheduled meeting based upon the issues which are agendized for discussion at any scheduled meeting. The number of YCEA representatives to be released shall be by mutual agreement of the YCEA Executive Director or designee and the Human Resources Director or designee.
- D. The JLMC shall meet at least quarterly. The first meeting of the JLMC shall occur within sixty (60) calendar days following the adoption by the Board of the successor Master Labor Agreement, and shall focus on the following issues:
 - 1. Current practice of automatically adjusting, or flexing, vacation hours reported to payroll based on hours physically worked in the week the vacation was taken.
 - 2. Adoption of a Field Training Worker Program in the Child Welfare Services Division of the Health and Human Services Department.
 - 3. The Catastrophic Leave Policy.
 - 4. Kronos implementation.
- E. The parties agree to exchange proposed agenda items with each other at least seven (7) calendar days in advance of each meeting so that the appropriate YCEA and/or management representatives may be scheduled/released to attend and take part in the agenda item discussion.
- F. Should the JMLC develop a mutually acceptable resolution to the issues under discussion the resolution will be implemented as soon as administratively practical.

ARTICLE 34 - 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 YCEA, with the exception of a one-time allowance under specific terms defined in appendix A.

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 November 14, 2017 by the following parties:
(DATE)


COUNTY OF YUBA



Randy Fletcher, Chair
Board of Supervisors

Jill Abel
Human Resources Director

YUBA COUNTY EMPLOYEES ASSOCIATION



Robin Timoszyk,
YCEA President

Ron Slaven
YCEA Executive Director

Appendix A

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

The parties agree that the provision to convert vacation hours to deferred compensation as per the **Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba Article 9 Vacation Leave With Pay Section 9.11 Conversion to Deferred Compensation** does not apply to YCEA unit members with the following one time exception.

YCEA Employees with accrued vacation balances of at least **300** hours may elect to convert up to **40 hours of vacation in December 2018**, subject to the maximum allowed under the 457 Deferred Compensation program for that year, under the following terms:

1. Employee must notify his/her department head by December 18, 2017, in writing of his/her intent to convert vacation to deferred compensation the following year.
2. Employee's vacation balance is at least 300 hours at the time of the request.
3. Conversion will be made at the rate of pay the employee is receiving at the time of the conversion.

OR

YCEA Employees that did not participate in the 457 Deferred Compensation program in the previous year with accrued vacation balances of at least **300** hours may elect to convert up to **40 hours of vacation in December 2019**, subject to the maximum allowed under the 457 Deferred Compensation program for that year, under the following terms:

1. Employee must notify his/her department head by **December 17, 2018**, in writing of his/her intent to convert vacation to deferred compensation the following year.
2. Employee's vacation balance is at least **300** hours at the time of the request.
3. Conversion will be made at the rate of pay the employee is receiving at the time of the conversion.

The foregoing instrument is a true and correct
copy of the document on file in this office

ATTEST: DONNA STOTTEMEYER

Clerk of the Board of Supervisors of the
County of Yuba, State of California

By: Mary Pappas
Date: 11/17/2017