

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**The County of Yuba**

**And**

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



**July 1, 2019 through June 30, 2022**

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## **PREAMBLE**

In accordance with the provisions of Government Code Section 3505, et seq., this Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the representatives of the Board of Supervisors of the County of Yuba hereby referred to as "the County" and representatives of the Law Enforcement Management Supervisory Association (MSA), Bargaining Unit 7, hereby referred to as "MSA", having met and conferred with regard to wages, hours and other terms and conditions of employment for said MSA for the period beginning **July 1, 2019 through June 30, 2022**. Unless otherwise indicated herein, all provisions shall become effective the first pay period following board adoption.

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

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

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

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

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

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

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

**CLASS** means a position or group of positions having duties and responsibilities sufficiently similar that

The same title may be used,

The same qualifications may be required AND

The same schedule of compensation may be made to apply with equity.

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

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

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

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

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

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

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

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

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

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

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

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

**MONTH** means a calendar month.

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

**PART-TIME EMPLOYEE** means a regular employee who is regularly assigned to work a specific number of hours less than a normal full-time schedule.

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

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

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

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

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

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

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



**TRANSFER** means either:

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2     ADMINISTRATION**

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

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

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

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

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

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



## **ARTICLE 4 HOURS OF WORK**

### **Section 4.01. Determination of Appointing Authority**

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

### **Section 4.02. Hours of Work**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 5     PAYMENT OF SALARY**

### **Section 5.01. Payment**

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

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

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

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

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

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

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



causes shall be paid that portion of the salary for that pay period equal to the ratio of the days worked to the total working days in that pay period.

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

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

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

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

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

## ARTICLE 6 OVERTIME, AND CALLBACK

### Section 6.01. Overtime

#### A. Overtime Work Defined

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

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

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

2. **12-Hour Shift.** For Employees who are scheduled to work a 12-hour shift plan, overtime work shall be defined as all authorized work in excess of 80 hours in a 14 day work period, as provided by Section 207(k) of the Fair Labor Standards Act. Time worked beyond the official 80 hour, 14 day period shall not be considered overtime unless it has been specifically ordered or authorized by the Sheriff or his/her designee. In sudden emergency situations when prior authorization for overtime is not possible, the approval of the Sheriff or his/her designee shall be sufficient.
3. The following shall be counted as time worked for purposes of computing Overtime:
  - a. Actual hours worked
  - b. Holidays (including Floating Holidays)
  - c. Compensatory Time Off (CTO)
  - d. Special provisions as described in this Article

Effective July 1, 2020, the following shall be counted as time worked for the purpose of computing overtime:

- a. Actual hours worked
  - b. Holidays (including Floating Holidays)
  - c. Special provisions as described in this Article
4. Time spent on paid vacation shall not be counted as time worked for purposes of computing overtime except:
  - a. When an employee is required to work overtime for an emergency situation after taking a scheduled vacation in that work week, that vacation time shall be counted as time worked for overtime

purposes in that week. This does not include callback from scheduled standby.

- b. When an employee is called off vacation for a county wide declared emergency resulting from a natural disaster.
- c. When an employee is called in to work on a regular day off.

**B. Application of Overtime**

1. If, in the judgment of the Department Head or his/her designee, work beyond the official 40 hour work week (or 80 hour work period for those employees assigned to 12-hour shifts) is required; s/he may order such overtime work. This overtime work will be compensated for as provided in this section.
2. Time worked as overtime shall not be counted as service time for purposes of employee benefits, eligibility or accrual or probation for merit increase periods. CTO taken by an employee may be used as part of the established work week (or 14-day period for those employees assigned to 12-hour shifts) to earn employee benefits and to serve out probation and merit increase periods.
3. No permanent, probationary or limited term employee may be employed in one or more positions, full or part-time, more than a total of 40 hours per week (or 80 hours per 14 day work period for those employees assigned to 12-hour shifts), excepting authorized overtime, unless authorized by the Board of Supervisors. Nothing in this section is to preclude an employee from temporarily serving in another capacity in the event of an emergency, provided he has the approval of the Department Head or his/her designee.
4. At no time shall CTO carried by an employee be more than **100** hours unless otherwise indicated in this article. When the CTO balance reaches the maximum and the department cannot let the employee off, the Employee shall be paid for all hours over the maximum.
5. Except as otherwise provided in this section, an employee who works compensable overtime shall be paid or given compensatory time off at the discretion of the department head for such compensable overtime at the rate equal to one and one-half (1 ½ ) times the hourly equivalent of such employee's monthly salary as of the time that the overtime was worked.

**C. Overtime Payment**

1. MSA classifications with the exception of the Sheriff's Lieutenant-Operations classification are FLSA Non-exempt and shall be compensated for overtime at one and one half (1 ½) times their regular rate of pay, or CTO at one and one half (1 ½) times the hours actually worked, in excess of 40 hours per week. The Sheriff's Lieutenant – Operations shall be provided with 64 hours of Management Leave per fiscal year within the provisions outlined in Article 22 of the Rules

Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba.

- a. **Sheriff's Lieutenant – Operations** classification personnel shall not be paid overtime except: during a County and State declared emergency, when they will be paid 1 ½ times their regular rate of pay, or comp time off at 1 ½ times the hours actually worked, in excess of 40 hours per week.
2. Any employee separating from County service shall be paid for any existing CTO balance at the time of such separation at the hourly rate at which the employee is currently employed.
3. Employees transferring between departments shall be paid for all CTO prior to going to the new department unless the appointing authority of the new department agrees to assume responsibility for payment of any accrued CTO.

## **Section 6.02. Call Back**

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

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

## **Section 6.03. Holiday Pay**

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

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

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

If an employee is assigned to a 12-hour shift plan and required to work during his/her regularly scheduled time off, the Sheriff or his/her designee may schedule time off during the next regularly scheduled shift to ensure the employee has adequate time to rest to avoid the possibility of fatigue. The period of time the Sheriff or his/her designee may

schedule the employee off shall not exceed the amount of time the employee was required to work during his/her scheduled time off.

### ***Section 6.05. Cash Compensation***

#### **Separation of Employment**

At the termination of employment, an employee who has not used all of the CTO accrued under the provisions of this Article shall receive cash compensation for all hours of CTO for which time off has not been taken. Such cash compensation shall be paid at a rate equal to the hourly equivalent of such employee's salary at termination.



## ARTICLE 7 BENEFIT PROGRAMS

### Section 7.01. General

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

### Section 7.02. Benefit Program Coverage

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

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

### Section 7.03. Medical Insurance

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

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

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

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

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

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

Employees shall receive a life insurance benefit in the amount of **\$50,000**. Dependent life insurance shall be available to employees. Payment for dependent life insurance is the responsibility of the employee.

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

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

## **ARTICLE 8 VACATION LEAVE WITH PAY**

### **Section 8.01. General Policy**

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

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

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

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

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

### **Section 8.03. Special Vacation Accrual**

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

### **Section 8.04. Rates of Accrual**

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

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

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

### **Section 8.05. Part-Time Employee**

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

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

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

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

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

The Department Head or his/her designee 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 or his/her designee may schedule the vacation to the extent necessary to ensure the employee does not reach the maximum accrual.

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

If the employee is unable to reduce their vacation balance to the maximum limit 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 8.07. Use of Vacation Leave**

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

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

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

**Section 8.09. Cash Compensation upon Termination**

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



## **ARTICLE 9     SICK LEAVE WITH PAY**

### **Section 9.01. General Policy**

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

### **Section 9.02. Definition**

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

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

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

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

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

### **Section 9.04. Rate of Accrual**

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

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

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

### **Section 9.05. Usage**

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

### **Section 9.06. Exclusions**

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

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

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

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

### **Section 9.08. Records**

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

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

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

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

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

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

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

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

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

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

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

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



## **ARTICLE 10 HOLIDAYS**

### **Section 10.01. Coverage**

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

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

### **Section 10.02. Holidays**

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

- 1st day of January (New Year's Day)
- 3rd Monday in January (Dr. Martin Luther King, Jr. Day)
- 3rd Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- 4th day of July (Independence Day)
- 1st Monday in September (Labor Day)
- 11th day of November (Veteran's Day)
- 4th Thursday in November (Thanksgiving Day) and the following day
- 24th day of December (Christmas Eve)
- 25th day of December (Christmas Day)
- 31<sup>st</sup> 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 10.04](#).

### **Section 10.03. Floating Holidays**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

progressive discipline may be imposed.

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

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

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

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

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

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



## **ARTICLE 12 ADMINISTRATIVE LEAVE**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 15    MILITARY LEAVE**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Handgun
2. Holster
3. Gun Belt
4. Keeper Straps (4)
5. Magazine Holder
6. Handcuffs
7. Handcuff Case
8. Badge
9. Flashlight and Associated Accessories
10. Radio and Associated Accessories
11. Department Approved Chemical Agent with Case
12. CPR Mask
13. Stab Resistant Vest or Load Bearing Vest
14. Glove Pouch

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

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

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

8 years

Flashlight

Magazine Holder

Rain Jacket  
Holster  
Gun Belt  
Glove Pouch  
Handcuff Case

Keeper straps  
Long baton

5 years

Chemical Agent Case

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

## **ARTICLE 18 ASSIGNMENTS REQUIRING TRAVEL**

### **Section 18.01. Travel Expenses**

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

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

### **Section 18.02. Travel Allowances**

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

### **Section 18.03. Assignments Requiring Travel**

- A. **Purpose.** This article sets forth the minimum authorization requirements for driving a County-owned or privately-owned vehicle by employee or volunteer who is authorized to drive on County business and also sets forth standards of driving performance. These requirements and performance standards are necessary to reduce the County's risk liability to a minimum level.
- B. **The Department Head or his/her designee and Employee responsibility.** The Department Head or his/her designee may authorize driving privileges to an employee or volunteer who must drive a County-owned, a County-leased and/or a privately owned motor vehicle to perform his/her assigned functions, provided the employee meets the following requirements:
  - 1. Presents to the Department Head or his/her designee a valid California driver's license appropriate for the motor vehicle(s) the employee will be authorized to drive.
  - 2. Has no physical impairment(s) which precludes driving.
  - 3. Maintains a valid California driver's license.
  - 4. If requesting authorization to drive his private car then s/he must certify to having minimum liability insurance coverage as required by the financial responsibility law of the State Vehicle Code and has California license plates on the vehicle.



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

All record checks shall be deemed confidential material.

- E. **Cancellation.** An authorized driver's driving privilege shall be deemed to be automatically canceled if a motor vehicle record check on the employee or volunteer driver reveals that such driver has no license, or has a suspended or revoked license. The Department Head or his/her designee shall cancel a previously authorized driving privilege whenever an employee or volunteer retires, terminates, is discharged, or whenever the privilege is no longer necessary for job functions.
- F. **Poor driving performance.** When an employee is required to drive in the performance of duty, his ability and willingness to drive safely is an important aspect of overall performance of duty. The failure of an employee to drive safely must be a matter of concern to the Department Head or his/her designee who will be expected to take all means available to identify a poor driver and to improve his/her performance or possibly to relieve the employee of that duty. Poor driving, as other poor performance, can be the basis for discipline pursuant to [Article 25](#) of this MOU as well as other disciplinary and corrective measures. According to Article 25, discipline may include discharge, suspension, reduction in rank of compensation for disciplinary purposes, reprimand as well as other corrective measures. The Department Head or his/her designee shall monitor the accident reports of employees in order to control and minimize the risk liability to the County. To assist in the identification of poor drivers, the following may be considered:
1. **Repeated non-serious accidents.** These are instances where an authorized driver has a record of 3 or more on-the-job, non-serious, preventable vehicle accidents in the past 12 months, or 4 in 24 months. Non-serious, preventable accidents are accidents that do not result in injuries to persons nor is there damage to the property of any 1 person or the County that is more than \$250.
  2. **Serious preventable vehicle accidents.** This is defined as any time an authorized driver has a preventable vehicle accident on-the-job resulting



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

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

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

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

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

### **Section 19.02. Eligibility**

All MSA employees shall be eligible for the Incentive Program.

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

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

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

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

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

### **Section 19.04. Procedures**

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

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

### **Section 19.05. Compensation**

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

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

Degree must be in specified area.

**OR**

<b>P.O.S.T. Certificate</b>	<b>Rate</b>
Intermediate P.O.S.T. Certificate	\$75.00 per month
Advanced P.O.S.T. Certificate	\$125.00 per month

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

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

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

## **ARTICLE 21 BILINGUAL PAY**

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

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

### **Section 21.02. Qualification**

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

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

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

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

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

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

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



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

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

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

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

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

A Sheriff's Sergeant who is assigned to the hill area shall be paid: **\$600 per month.**

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

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

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

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

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

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

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

**Effective January 1, 2020**, the County agrees to increase the salary for each month or bi-weekly pay period an employee is assigned to the specialty assignment:

<b>Detective Unit – Sergeant</b>	<b>\$280.00 per month or \$129.23 per bi-weekly pay period</b>
<b>Detective Unit – Lieutenant</b>	<b>\$340.00 per month or \$156.90 per bi-weekly pay period</b>
<b>Classification – Sergeant</b>	<b>\$250.00 per month or \$115.38 per bi-weekly pay period</b>
<b>SWAT – Sergeant</b>	<b>\$85.00 per month or \$39.23 per bi-weekly pay period</b>

**SWAT – Lieutenant**

**\$100.00 per month or \$46.15 per  
bi-weekly pay period**

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

## **Section 23.04. Shift Differential**

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

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

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

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

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

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

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

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



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

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

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

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

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

## **Section 25.02 Causes for Discipline**

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

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



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

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

- A. Any regular employee who is suspended, demoted or dismissed, except for dismissal or demotion of a probationary employee, may appeal from such order by filing notice of appeal with the County Human Resources Director within 5 working days after service on such employee of the order as herein above provided. Probationary employees shall have no right of appeal for dismissal or demotion except as contained in the County Merit Resolution #2002-21, Article 14 and the County Ordinance Code Section 3.10.100(ii). Within 15 days from the date of service of said order upon the employee, such employee shall file with the Human Resources Director an answer in writing to the charges set forth in the order of disciplinary action. The Human Resources Director shall review said order, notice of appeal, and answer and shall then discuss the disciplinary action and appeal with the employee and/or his/her representative and the Department Head or his/her designee in order to determine if a hearing is necessary.
- B. In the event an agreement regarding disposition of the matter cannot be reached within 15 days after filing of the answer to the charges, and upon the request of the employee the Human Resources Director will contact the State of California, Office of Administrative Procedures to request the assignment of a Hearing Officer to hear the appeal. In the event the Office of Administrative Hearings cannot provide an Administrative Law Judge to preside over the hearing within 30 days from the date of the appeal, the Human Resources Director may obtain a list of 5 hearing officers submitted by the American Arbitration Association and a Hearing Officer may be selected from said list by alternatively striking names until one name remains. The party to strike the first name shall be selected by lot. The parties to the hearing may directly select a neutral third party to hear the

matter and render a decision. The employee and/or his/her representative must agree within 10 days to a hearing date after contact by the Human Resources Director or the appeal will be considered to have been abandoned by the employee and will not be scheduled. Said Hearing Officer will commence hearing the matter as soon as possible.

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

#### **Section 25.04. Hearing**

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

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

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



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

## **Section 25.05. Decision**

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

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

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

1. Follow the recommendation of the Hearing Officer; OR
  2. Reinstate the employee; OR
  3. Order any disciplinary action which it judges to be appropriate based on the evidence; OR
  4. Rehear the matter under the provisions of [Subsection 25.04](#) of this Section.
  5. In these cases, the Board's decision shall be final and binding on all parties.
- B. The procedures in this Section shall be followed except as outlined below:
1. In cases where discrimination in suspension, demotion, or dismissal based on race, religion, color, sex, marital status, handicap, medical condition, age, ancestry, or national origin is alleged and proven, the Hearing Officer shall have the authority to reinstate the employee without prejudice where such decision is supported by the written findings of the Hearing Officer.
  2. For employees in positions funded in whole or in part by the federal or state government which come under [Section 19800 of the Government Code of the State of California](#), the decision of the Hearing Officer, in



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

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

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

### **Section 26.01. Purpose**

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

### **Section 26.02. Procedures**

A. All regular employees, except as noted, shall receive at least an annual written performance appraisal and evaluation on forms prescribed and/or approved by the Human Resources Director.

B. Employee performance evaluations shall contain at least the following:

An assessment of:

1. Quality and quantity of work performance,
2. Work attitude,
3. Attendance,
4. Employment development; a constructive plan of action for employee performance improvement and personal development.

C. The employee appraisal and evaluation forms for each employee, when completed by the Department Head or his/her designee, will be filed in the employee's central personnel file in the Human Resources Department. All forms so filed must contain the signature of at least the Department Head or his/her designee and a notation or signature of the employee that s/he has been apprised of the evaluation.

D. Employee work performance will be reviewed at least once each calendar year and under the following conditions:

1. At least 1 month before an employee's salary anniversary date when a merit step increase is to be considered;
2. Employees shall be evaluated at 3 intervals during the probationary period and at least 1 month before the completion of the probationary period; AND
3. At such times as the Department Head or his/her designee decides that an assessment of employee work performance is appropriate.

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

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

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

## **ARTICLE 27 LAY-OFF AND REINSTATEMENT**

### **Section 27.01. Lay-Offs**

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

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

### **Section 27.02. Order of Lay-Offs**

Employees shall be laid off in the following order:

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

### **Section 27.03. Lay-Off List Computation**

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

#### **A. Seniority Defined**

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

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

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

The Department Head or his/her designee shall send written notice by certified mail, postage prepaid, return receipt requested and correctly addressed to the last known mailing address of the employee as found in the records of the Human Resources Department. If return receipt is not promptly received by the Department Head or his/her designee, then s/he shall serve said notice by personal service. If personal service cannot be made, said notice shall be effective when mailed by ordinary mail to said address. Notice of Lay-Off shall be mailed or delivered to all regular employees affected by a layoff at least 15 days prior to the effective date of the action. Said notice shall include:

1. Reason for layoff.
2. Regulations pertaining to demotion and displacement in lieu of layoff.
3. Effective date of the action.
4. Conditions governing retention on and reinstatement from re-employment lists.
5. Rules regarding waiver of reinstatement and voluntary withdrawal from the re-employment list.
6. Layoff list credit of the employees.

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

#### **Section 27.05. Demotion and Displacement in Lieu of Lay-Off**

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



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

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

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

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

An employee who has received formal notice of their separation from employment resulting from a pending layoff in accordance Section 1 of this Article, may elect to have his/her name forwarded for Priority Consideration for any County vacancy for which s/he meet the Minimum Qualifications.

The names of qualifying employees will be sent to the department head of any department that has a vacancy as soon as possible, but no later than 5 working days after the Human Resources Department is notified by the department of the vacancy.

The department head with the vacancy is not required to select anyone from the Priority Consideration list; however, the department head or designee is required to interview all employees whose names are submitted to him/her, before making a final decision on filling the vacancy. If the department head would still prefer to consider applicants from



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

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

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

## **ARTICLE 28 SALARY**

### **Section 28.01. Salary Adjustment**

Effective **July 1, 2019 or the first payroll following board adoption, whichever is later**, salaries for those positions represented by the MSA will receive a 1% cost of living adjustment (COLA).

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

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

**Effective January 1, 2020**, salaries for those positions represented by the MSA will receive a **1.5%** cost of living adjustment.

**Effective July 1, 2020**, salaries for those positions represented by the MSA will receive a **2.75%** cost of living adjustment.

**Effective, July 1, 2021** salaries for those positions represented by the MSA will receive a **3%** cost of living adjustment.

#### **Classification Adjustment:**

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

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

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

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

**Effective July 1, 2019**, an equity adjustment of **3%** for the following classifications: **Sheriff's Sergeant – Operations, Sheriff's Lieutenant – Operations** and **6% equity adjustment for the Chief District Attorney Investigator.**

## **ARTICLE 29 RETIREMENT**

### **Section 29.01. Retirement Formula**

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

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

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

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

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

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

### **Section 29.02. PERS Retirement Contribution**

#### **County Employer Contribution:**

##### **Safety:**

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

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

##### **Miscellaneous:**

For the 2019/2020 fiscal year, the total pension cost charged by CalPERS (County and employee contribution) for Misc Classic Members is 32.30% of PERSable payroll.

Effective July 1, 2019 and continuing through the 2019/2020 fiscal year, the County shall contribute 24.30% of PERSable payroll.

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

As of **July 1, 2016** the Employee contribution is as follows:

### **Safety Classic Member:**

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

### **Miscellaneous Classic Member:**

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

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

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

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

Effective **July 1, 2019**, the PEPRA New Member employee contribution is as follows:

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

Employees identified by CalPERS as PEPRA New Safety Members have an employee contribution of **11.75%**.

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

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

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

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

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

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

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

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

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

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

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

**Effective July 1, 2017:**

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

**Effective July 1, 2018:**

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



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

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

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

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

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

The County contracts with the Public Employees Retirement System (PERS) to provide Section 20965 Credit for Unused Sick Leave Benefit for employees. This benefit provides that unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave in accordance with the PERS formula. For policy and procedures regarding this provision, review [Article 9 Sick Leave with Pay Section 9.12](#) of this Agreement.

### **Section 29.06 Employer Contribution to Deferred Compensation Plan**

Effective July 1, 2020 or 12 months following Board adoption of a successor MOU, whichever is later, the County will provide the following deferred compensation plan match to all MSA represented employees with open 457 deferred contribution accounts:

- Beginning with the pay period following the completion of 2 years of service, the County will match up to \$35 a month or if a biweekly pay cycle \$16.15 per pay period (26x/year)
- Beginning with the pay period following the completion of 5 years of service, the County will match up to \$85 a month or if a biweekly pay cycle \$39.23 per pay period (26x/year)
- Beginning with the pay period following the completion of 10 years of service, the County will match up to \$170 a month or if a biweekly pay cycle \$78.46 per pay period (26x/year)

Deferred Compensation plans available are the 457 deferred compensation plans currently offered to County employees, which may be subject to change. If, during the



term of the MOU, the County secures a 401(a) plan County contributions may be made to the 401(a) plan.

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

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

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

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

### **Section 30.02. Salary Determination or Adjustments**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LWOP will be computed in either one of two ways.

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

### **Section 30.09. Advanced Index Rate Hires (external recruitments only)**

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

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

### **Section 30.10. Promotions**

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

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

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

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

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

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

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

### **Section 30.13. Salary Upon Reclassification**

- A. **No Change:** When a reclassification results in no change to the base rate of the classification, there will be no change to the employee's salary.
- B. **Higher Class:** If a reclassification results in an employee's position being assigned to a classification having a higher base rate of pay, the employee's salary shall be determined consistent with Section 24.10.
- C. **Lower Class:** If a reclassification results in an employee's position being assigned a lower classification having a lower base rate of pay, the employee's salary shall be determined consistent with Section 24.10.



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

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

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

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

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

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

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

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

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



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

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

### **Section 30.18. Performance Based Merit Delay**

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

### **Section 30.19. Advanced Index Rate Hires (external recruitments only)**

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

### **Section 30.20. Longevity Increase**

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

## ARTICLE 31 MISCELLANEOUS

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

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

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

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

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

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


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

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

It is our sincere hope that this contract will provide the incentives for our highly trained and dedicated personnel to continue to protect and serve the citizens of Yuba County for years to come. Therefore, County representatives, and the designated representatives of the MSA, acting on behalf of its members, hereby confirm understanding on the above matters. This MOU shall become effective immediately when adopted into law by the Board of Supervisors and ratified by the Law Enforcement Management Supervisory Association (MSA) membership and shall remain in full force and effect to and including **June 30, 2022**.

Signed and agreed upon on 7-9-19 by the following parties:  
(DATE)

### COUNTY OF YUBA

  
Mike Leahy, Chairman of the Board

  
Jill Abel, Human Resources Director

### MANAGEMENT/ SUPERVISORY ASSOCIATION (MSA)

  
Joe Million, MSA President

  
Jerry Camous, MSA Representative