

# **Memorandum of Understanding**

**By and Between  
the County of Yuba and  
Yuba County Law Enforcement Management  
Supervisory Association  
Representing Bargaining Units #7**

**September 1, 2022 – June 30, 2025**



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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 Board of Supervisors of the County of Yuba (County) and the Law Enforcement Management Supervisory Association (MSA), having met and conferred with regard to wages, hours and other terms and conditions of employment for MSA for the period beginning September 1, 2022 through June 30, 2025.

## ARTICLE 1 – DEFINITIONS

### *SECTION 1.01 SCOPE*

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

### *SECTION 1.02 DEFINITIONS*

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

**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 their 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 them pursuant to law.

### ***SECTION 1.04 REVIEW OF PERSONNEL FILES***

Employees are entitled to review their personnel 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. Employees are entitled to view any material to be placed in their personnel file.

## **ARTICLE 2 – HOURS OF WORK**

### ***SECTION 2.01 DETERMINATION OF DEPARTMENT HEAD***

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

### ***SECTION 2.02 HOURS OF WORK***

#### **A. 40 Hour Work Period**

Except as may be otherwise provided, the official workweek shall be forty (40) hours of work in any seven (7) consecutive calendar days. The work week schedule shall normally consist of five (5) work days of eight (8) hours each, or four (4) work days of ten (10) hours each, or alternate schedule as determined by the Board. However, the department head may establish workweek 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 their department so that each employee therein shall work not more than forty (40) hours in any work week except that the Department Head may require any employee to temporarily perform service in excess of forty (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 three (3) 12-hour shifts on, three (3) days off, three (3) 12-hour shifts on, one (1) 8-hour shift on and four (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 two (2) pay periods notice of the change.

C. Shift Rotation

The Sheriff has the discretion to rotate employee work schedules to provide twenty-four (24) hour coverage taking 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 two (2) six (6) month shift cycles on the same shift.

***SECTION 2.03 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 them 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 their office or employment. The Department Head or 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 2.04 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 designee, with the prior approval of the Board but shall be less than the hours of work established for full-time employees.

***SECTION 2.05 REST PERIODS***

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

## ***SECTION 2.06 LUNCH***

Except for emergency situations, all County employees shall be allowed a lunch period of not less than thirty (30) minutes nor more than one (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 employees in the Sheriff's Department.

## ***SECTION 2.07 MAXIMUM HOURS***

Employees shall not be required to work more than sixteen (16) consecutive hours. An employee who has worked for sixteen (16) consecutive hours shall not be recalled to work prior to the expiration of eight (8) hours following the termination of the consecutive 16-hour work period. This provision does not apply to employees in the Sheriff's Department.

## ***SECTION 2.08 JOB SHARING***

Any permanent, full-time position may be shared by two (2) employees, with the approval of the employees involved, the Department Head or designee, the Board, and the Human Resources Director.

The work schedule for such employees shall be reduced to writing and may only be changed in the same manner as other work schedules in the Department are altered from time to time, provided that the two (2) employees may agree to temporary adjustments with the approval of the Department Head or designee and the Board.

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 thirty (30) hours per week.

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

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.

If one (1) of the participants of a job sharing arrangement terminates employment or is reassigned to another position, the Department Head or designee shall first (1<sup>st</sup>) offer the remaining participant the right to full-time status before proceeding with the normal process to fill the vacancy as a regular part-time position.

## **ARTICLE 3 – PAYMENT OF SALARY**

### ***SECTION 3.01 PAYMENT***

The salary for employees is determined pursuant to the provisions of the Procedure of Merit, and the Classification System – Basic Salary/Hourly Schedule. Employees are paid monthly on the eighth (8<sup>th</sup>) day of the month unless such day falls on a holiday or

weekend. Then such payday shall be the previous working day. Pay periods close on the last working day of each month. Rules regarding processing of payroll shall be established by the Human Resources Director or designee. The salary for part-time employees will be in proportion to the employees' scheduled working hours. Deductions for uncompensated periods of time during a pay period will be on the basis of the actual hours, or fraction of an hour worked, divided by the full-time number of working hours in that pay period.

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

### ***SECTION 3.02 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 employee 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 3.03 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 their 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 4 OVERTIME AND CALLBACK**

### ***SECTION 4.01 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 designee that is performed in excess of forty (40) hours per week. Overtime shall not be considered unless it has been specifically ordered or authorized by the department head or designee. In sudden emergency situations when prior authorization for overtime is not possible, the approval of the Department Head or designee shall be sufficient.

##### **2. 12-Hour Shift**

Employees who are scheduled to work a 12-hour shift plan, overtime work shall be defined as all authorized work in excess of eighty (80) hours in a 14-day work period. Overtime shall not be considered unless it has been specifically ordered or authorized by the Sheriff or designee. In sudden emergency situations when prior authorization for overtime is not possible, the approval of the Sheriff or designee shall be sufficient.

##### **3. FLSA Period**

Sworn employees are subject to an FLSA work period that is fourteen (14) days in length with an FLSA overtime threshold of 84 hours, pursuant to 29 U.S.C. section 207(k).

##### **4. Only actual hours worked and paid holidays (including floating holidays) not worked count towards the calculation of overtime**

##### **5. 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 countywide declared emergency resulting from a natural disaster.

#### **B. Application of Overtime**

1. The Department Head or designee may order employees to work overtime.

2. Time worked as overtime shall not be counted as service time for purposes of employee benefits, eligibility or accrual or probation for merit increase periods.

C. Overtime Payment

1. MSA classifications with the exception of the Sheriff's Lieutenant-Operations classification are FLSA Non-exempt and will receive overtime at one and one half (1 ½) times their regular rate of pay, or Compensatory Time Off (CTO) at one and one half (1 ½) times the hours actually worked. Overtime shall be paid or given as CTO at the discretion of the department head. Overtime shall be rounded up or down to the nearest quarter hour. Employees may accrue a maximum of one hundred (100) hours of CTO. Time shall be rounded up or down to the nearest quarter hour.
2. The Sheriff's Lieutenant – Operations will be provided sixty-four (64) hours of Management Leave annually on July 1. Management Leave will be used in the fiscal year in which it is received or it will be forfeited, and has no cash value. Employees hired will receive Management Leave on a prorated basis to the nearest hour.

Sheriff's Lieutenant – Operations shall not be paid overtime. During a County and State declared emergency, they will be paid one and one half (1 ½) times their regular rate of pay, or comp time off at one and one half (1 ½) times the hours actually worked, in excess of 40 hours per week. Time shall be rounded up or down to the nearest quarter hour.

3. Upon separation employees will be paid for CTO balances at the employee's current hourly rate of pay.
4. Employees transferring shall be paid for all CTO prior to going to the new position.

***SECTION 4.02 USE OF COMPENSATORY TIME OFF***

The Department Head or 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 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 their regularly scheduled time off, the Sheriff or designee may schedule time off during the next regularly scheduled shift to ensure the employee has adequate time to rest to avoid the possibility of fatigue. The period of time the Sheriff or designee may schedule the employee off shall not exceed the amount of time the employee was required to work during scheduled time off.

***SECTION 4.03 CALL BACK***

**Employees on Call Back**

- A. Employees eligible for overtime compensation who are called back to work after leaving their place of employment will receive two (2) hours of overtime or the actual time worked, whichever is greater. Such overtime shall be computed for

work performed from the time reporting at the place of work to the time of completion of the work at such place.

- B. Employees eligible for overtime compensation who appear in court on their regular day off for a work related subpoena will receive overtime.

## **ARTICLE 5 BENEFIT PROGRAMS**

### ***SECTION 5.01 BENEFIT PROGRAM COVERAGE***

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

### ***SECTION 5.02 MEDICAL INSURANCE***

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

The County's total monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall include the PEMHCA statutory monthly Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act (PEMHCA or CalPERS Health) and as approved by the County Resolution in 1999 and amended in 2003.

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

- A. The County shall contribute the PEMHCA statutory monthly MEC set annually by CalPERS on behalf of each employee. The County will make an additional contribution through the County's established Section 125 Cafeteria Plan. In no event, will the total contribution exceed the employee's actual cost.

*Effective the first of the month following board adoption, the County's total monthly contribution, which includes the PEMHCA statutory monthly MEC, shall be as follows: up to \$902 for employee only; up to \$1,391 for employee plus one dependent; and up to \$1,801 for employee plus more than one dependent.*

- B. The County's combined contribution toward dental and visions plans, utilizing the established Section 125 Cafeteria Plan, shall be as follows: 100% of the basic plan premium for employee only, and 80% of the basic plan premium for employee plus

one dependent and employee plus more than one dependent.

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

*Effective January 1, 2023*, the County's total monthly contribution, which includes the PEMHCA statutory monthly MEC, shall be as follows: f up to \$960.00 for the employee only, up to \$1,512.00 for employee plus one dependent and up to \$1,959.00 for employee plus more than one dependent.

*Effective January 1, 2024*, the County's contribution from the previous calendar year up to dollar amount for the employee only, employee plus one dependent and employee plus more than one dependent; shall be adjusted by the twelve (12) – month percentage change in the medical care component of the CPI-U for May and rounded to the nearest dollar.

*Effective January 1, 2025*, the County's contribution from the previous calendar year up to dollar amount for the employee only, employee plus one dependent and employee plus more than one dependent; shall be adjusted by the twelve (12) – month percentage change in the medical care component of the CPI-U for May and rounded to the nearest dollar.

C. *In-Lieu Health*

Eligible employees may elect to opt out of the County provided health coverage and shall receive two hundred fifty dollars (\$250) per month in so doing.

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

***SECTION 5.03 SURVIVOR HEALTH INSURANCE CONTINUATION***

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

***SECTION 5.04 LIFE INSURANCE PLAN***

Employees receive a life insurance benefit in the amount of fifty thousand dollars (\$50,000). Dependent life insurance is available to employees at their expense.

**ARTICLE 6 VACATION LEAVE**

***SECTION 6.01 TIME VACATION LEAVE BEGINS TO ACCRUE***

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 6.02 SPECIAL VACATION ACCRUAL***

Employee who use zero (0) hours of sick leave in a calendar year shall receive eight (8) hours of vacation leave.

***SECTION 6.03 VACATION LEAVE ACCRUAL***

Employees accrue vacation leave based on the following:

<u>Length of Service</u>	<u>Accrual</u>
After the completion of initial 6 months	48 hours
After the completion of first year	48 hours
More than 1 through completion of 5 years	8.00 hours per month
More than 5 through completion of 10 years	10.75 hours per month
More than 10 through completion of 15 years	12.00 hours per month
More than 15 through completion of 20 years	13.50 hours per month
More than 20 years completed	16.00 hours per month

***SECTION 6.04 PART-TIME EMPLOYEE***

Part-time employees accrue vacation leave in the proportion that their 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.

***SECTION 6.05 MAXIMUM ACCRUAL***

Vacation leave may accumulate to a maximum of 384 hours. Employees at the maximum will not accrue vacation leave until the vacation leave is below the maximum limit.

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



## ***SECTION 6.06 USE OF VACATION LEAVE***

A. The Department Head or designee shall determine the period when accrued vacation leave may be taken by employees. Vacation leave will be used in one quarter (1/4) hour increments.

B. *Last Day of Work*

For reasons other than retirement, employees who are terminating their employment may not extend their employment by using vacation or CTO. The use of vacation or CTO to extend employment for retirement purposes requires the approval of their Department Head.

## ***SECTION 6.07 MINIMUM CHARGE***

Vacation leave will be used in one-quarter (1/4) increments.

## ***SECTION 6.08 CASH COMPENSATION UPON TERMINATION***

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

## **ARTICLE 7 SICK LEAVE**

### ***SECTION 7.01 SICK LEAVE***

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

### ***SECTION 7.02 DEFINITION***

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

- A. The employee's illness or injury.
- B. The employee's exposure to a contagious disease.
- C. Any medical treatment or recovery from such treatment prescribed by a healthcare provider.
- 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 eighty (80) hours per calendar year of sick leave may be used for this purpose.

The Department Head or designee shall approve any sick leave after having ascertained that the absence was for the reason authorized herein. However, the Department Head or designee may require the employee to submit substantiating evidence including, but

not limited to, a healthcare provider's certificate specifying the employee's limitations and/or the medical necessity of the employee's family for assistance.

### ***SECTION 7.03 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 three (3) working days of the month, then they shall accrue sick leave from the beginning of that month.

### ***SECTION 7.04 RATE OF ACCRUAL***

Sick leave shall be earned as follows:

- A. Each regular full-time employee shall accrue sick leave with pay at the rate of eight (8) hours per month without limit.
- B. Regular part-time employees shall accrue sick leave with pay in the proportion that their regularly scheduled hours of part-time service bear to regular full-time service.
- C. Half of sick leave accruals shall be earned when an employee is on a leave without pay for half (1/2) of a working month or more or separates for any reason during the month.

### ***SECTION 7.05 USAGE***

- A. Sick leave accruals are earned at the end of the month and are available for use the first day of the following month. Sick leave will be used in one 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 regardless of determinations made by the State of California under the State Disability Insurance (SDI) or Worker's Compensation (WC) program.
- 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 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 7.06 EXCLUSIONS***

Employee are not 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 7.07 PROOF REQUIRED***

The Department Head or designee shall approve sick leave only after having ascertained that the absence was for an authorized reason. The Department Head or designee may require the employee to submit substantiating evidence including but not limited to a healthcare provider'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 their absence or prior to the employee's return to work. If the Department Head or designee does not consider the evidence adequate, they shall disapprove the request for sick leave.

#### ***SECTION 7.08 SICK LEAVE UPON REHIRE***

An employee who is rehired within twelve (12) months of separation or rehired from a layoff will have all of their unused sick leave restored.

#### ***SECTION 7.09 SICK LEAVE UPON SEPARATION FOR OTHER THAN RETIREMENT***

Employees in good standing who have ten (10) years of continuous service may receive up to twenty-five percent (25%) of their first twelve hundred (1200) hours of unused sick leave as pay at their straight time rate of pay.

#### ***SECTION 7.10 SICK LEAVE UPON RETIREMENT***

Employees may elect to: convert all of their unused sick leave to service credit (Section 20965 Unused Sick Leave); or employees in good standing who have ten (10) years of continuous service may receive up to twenty-five (25%) of their first twelve hundred

(1200) hours of unused sick leave as pay at their straight time rate of pay and convert the remaining balance of unused sick leave to service credit.

## **ARTICLE 8 HOLIDAYS**

### ***SECTION 8.01 HOLIDAYS***

The County observes the following holidays:

- 1st day of January (New Year's Day)
- 3rd Monday in January (Dr. Martin Luther King, Jr. Day)
- 3rd Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- 4th day of July (Independence Day)
- 1st Monday in September (Labor Day)
- 11th day of November (Veteran's Day)
- 4th Thursday in November (Thanksgiving Day) and the following day
- 24th day of December (Christmas Eve)
- 25th day of December (Christmas Day)
- 31st day of December (New Year's Eve)
- Any day designated as a holiday by proclamation of the Governor or the President of the United States, when affirmatively made a holiday by resolution by the Board.

#### A. Holiday Pay

Employees receive eight (8) hours of holiday pay for each observed holiday.

#### B. Holidays Worked

Employees who work on an observed holiday will receive holiday premium of an additional half time (1/2) for all hours worked on the holiday.

#### C. When an employees whose basic work week is Monday – Friday and if the observed holiday falls on a weekend, the County will observe the holiday as follows:

1. Whenever an observed holiday falls on a Saturday, the preceding business day (usually Friday) shall be considered the holiday.
2. Whenever an observed holiday falls on a Sunday, the following business day (usually Monday) shall be considered the holiday.
3. Employees whose basic workweek is other than Monday through Friday, refer to Section 8.04.

## ***SECTION 8.02 FLOATING HOLIDAYS***

- A. On January 1st of each year two (2) floating holidays shall be granted each employee except as follows:
  - 1. Employees who began work between March 1st and September 30th of any given year shall receive one (1) floating holiday for that year.
  - 2. Employees hired on or after October 1st will not receive any floating holidays for that year.
  - 3. Part-time employees shall receive floating holidays in proportion to the relationship their basic workweek bears to forty (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 eight (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 two (2) hour increments to supplement their eight (8) hour holidays. If a request to use a holiday has been made and denied twice prior to September 30th, the employee shall be compensated at time and one-half for eight (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 8.03 MISCELLANEOUS PROVISIONS***

- A. Whenever an observed holiday falls on a Sunday, the following business day shall be considered the holiday.
- B. Whenever an observed holiday falls on a Saturday, the preceding business day shall be considered the holiday.
- C. An Employee, whose regular days off are other than Saturday and Sunday, shall for purposes of this Section, consider their 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 3rd. An employee that is scheduled to work on both Friday and Saturday will be compensated as overtime for either Friday July 3rd or Saturday July 4th.

- E. An employee, whose basic work week is other than Monday through Friday and whose regular day off falls on an observed holiday, shall at the discretion of the Department Head or designee be entitled to:
  - 1. Equivalent compensated time off scheduled the working day preceding or following the declared holiday; or
  - 2. Equivalent compensated time off scheduled within sixty (60) days following the declared holiday; or
  - 3. Pay for eight (8) hours work.CTO due to any employee shall be equivalent to a maximum of eight (8) hours.
- F. A regular part-time employee shall be entitled to a holiday with pay only if the employee would be scheduled to work; and the employee shall receive the number of hours their 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 workday immediately preceding the holiday and the regularly scheduled workday 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 9 LEAVE OF ABSENCE WITHOUT PAY (LWOP)**

### ***SECTION 9.01 DEPARTMENTAL LEAVE***

The Department Head or designee may authorize a departmental leave without pay for a regular employee for a period of time not to exceed fifteen (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 one (1) month, nor may they be eligible for donation of catastrophic leave.

### ***SECTION 9.02 OFFICIAL LEAVE***

An official leave of absence may be authorized for any regular employee for a period of time not to exceed one (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 one (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 department head. In the event that an employee is physically incapacitated and, as a consequence, unable to request a leave of absence, their spouse or immediate next of kin may request such leave. The Department Head or designee shall indicate on the request form their 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, they 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 designee that the request be denied, it is denied. However, the employee may appeal the denial to the Board of Supervisors within ten (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 ten (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 designee if the employee presents satisfactory reasons for the absence within three (3) days of the date the resignation became effective.

***SECTION 9.03 LEAVE WITHOUT PAY: VACATION AND/OR SICK LEAVE BENEFITS***

Any employee who is granted a leave of absence without pay shall not accrue any annual vacation or sick leave benefits during the period of such leave, but shall be entitled to maintain any health, dental, vision, or life insurance program in effect; provided that the cost of all such insurance shall be borne solely by the employee 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 9.04 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 health, dental, vision, or life insurance program in effect; provided that the cost of such insurance shall be borne solely by the employee.

***SECTION 9.05 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, their time sheet shall reflect that they were AWOL for the amount of time they 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. Employee's leave accruals shall not be charged due to tardiness unless requested by the employee and approved by the Department Head or designee.

***SECTION 9.06 JOB PROTECTED LEAVE***

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

**ARTICLE 10 ADMINISTRATIVE LEAVE**

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



## **ARTICLE 11 JURY DUTY**

Employees are allowed time off with pay as required in connection with jury duty.

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

## **ARTICLE 12 UNIFORM ALLOWANCE**

### ***SECTION 12.01 SHERIFF DEPARTMENT UNIFORM ALLOWANCE***

Sworn employees in the Sheriff's Department who are required to wear uniforms will receive a uniform allowance of \$75.00 per month or \$34.62 bi-weekly. Non-sworn employees in the Sheriff's Department who are required to wear uniforms will receive a uniform allowance of \$55.00 per month or \$25.38 bi-weekly. New employees required to wear a uniform shall receive their first set of uniforms upon entering service. The Sheriff or designee 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 designee approves a change in the uniform, the full cost of any new uniform shall be borne by the County.

### ***SECTION 12.02 SAFETY EQUIPMENT***

The County supplies safety equipment to all new employees and replaces as necessary.

#### **Safety Equipment Defined**

- A. 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

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

1. Return of safety equipment
  - a. An employee who terminates their 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 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 Keeper straps  
Holster Long baton  
Gun Belt Glove Pouch  
Handcuff Case

5 years

Chemical Agent Case

- b. The Sheriff or designee shall inspect safety equipment. At the time of the inspection, the Sheriff or 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 Sheriff or designee.

- a. If a determination is made by the Sheriff or 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 their own expense.
- b. If a determination is made by the Sheriff or 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 13 TRAVEL AND DRIVING ON COUNTY BUSINESS**

***SECTION 13.01 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 13.02 ASSIGNMENTS REQUIRING TRAVEL***

A. Purpose

This article sets forth the minimum authorization requirements for driving a County-owned or privately-owned vehicle by an employee 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 of liability to a minimum level.

B. The Department Head or designee and Employee responsibility

The Department Head or 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 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 preclude driving with or without reasonable accommodation.
3. Maintains a valid California driver's license.
4. If requesting authorization to drive his private car then they must certify to having minimum liability insurance coverage as required by the financial responsibility law of the State Vehicle Code, current and valid vehicle registration and, unless employee qualifies for the exception provided to military personnel outlined in California Vehicle Code, Section 12.080, have 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 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 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 designee shall cancel a previously authorized driving privilege whenever an employee retires, terminates, is discharged, is unable to

produce proof of current, valid auto insurance, or whenever the privilege is no longer necessary for job functions.

F. Poor driving performance

When an employee is required to drive in the performance of duty, their ability and willingness to drive safely is an important aspect of overall performance of duty. The failure of an employee to drive safely must be a matter of concern to the Department Head or designee who will be expected to take all means available to identify a poor driver and to improve their 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 17 of this MOU as well as other disciplinary and corrective measures. According to Article 17, discipline may include discharge, suspension, reduction in rank or compensation for disciplinary purposes, reprimand as well as other corrective measures. The Department Head or 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, which are intended to be instructive not all inclusive:

1. Repeated minor at-fault accidents or moving citations

These are instances where an authorized driver has a record of three (3) or more minor, at-fault vehicle accidents or moving citations in the past twelve (12) months, or four (4) in twenty-four (24) months. Minor, at-fault accidents are accidents that do not result in injuries to persons nor is there damage to the property of any one (1) person or the County that is more than \$1,000.

2. Serious at-fault vehicle accidents

This is defined as any time an authorized driver has an at-fault vehicle accident on-the-job resulting in injury or death, or damage to property of any one (1) person or the County exceeding \$1,000.

3. Willful misconduct or recklessness

This is any occasion when the facts reported to the Department Head or 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 14 EDUCATION AND P.O.S.T CERTIFICATE INCENTIVE PROGRAM**

***SECTION 14.01 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.
2. 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 14.02 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 one (1) certificate or (1) degree.

***SECTION 14.03 COMPENSATION***

- A. The County shall pay eligible employees, 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>
Correctional Lieutenant	\$160	\$320
Correctional Sergeant	\$120	\$240
Sheriff's Lieutenant - Operations	\$165	\$330
Sheriff's Sergeant - Corrections	\$135	\$275
Sheriff's Sergeant - Operations	\$135	\$275
Supervising Public Safety Dispatcher	\$120	\$240

**OR**

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

**ARTICLE 15 BILINGUAL PAY**

***SECTION 15.01 BILINGUAL PAY***

Designated employees who are routinely and consistently required to speak a language other than English, and who are able to do so fluently will receive bilingual premium in the amount of one hundred and twenty-five dollars (\$125.00) per month. Designated bilingual employees will be expected to continue to perform all other job duties required of them by their classification.

***SECTION 15.02 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.

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. Bilingual pay will not 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 fifteen (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 fifteenth (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 fifteen (15) days of the month will receive half of the bilingual pay for that month; those leaving service any time after the fifteenth (15<sup>th</sup>) of the month will be paid the full monthly rate.

**ARTICLE 16 SHERIFF’S DEPARTMENT SPECIAL COMPENSATION**

***SECTION 16.01. RESIDENT HILL SERGEANT ASSIGNMENT PAY***

Employees residing in the Yuba County hill area who are routinely and consistently assigned the duties of the Resident Hill Sergeant will receive Branch Assignment Premium in the amount of \$600.00 per month for each month they are assigned the duty of Resident Hill Sergeant.

Employees may be reassigned for a period of up to ninety (90) consecutive days, during any twelve (12) month period. They shall continue to receive Branch Assignment Premium during this time, but shall not be entitled to any travel pay for this assignment. This assignment may not be grieved or appealed.

**SECTION 16.02. 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:

JTO Program Sergeant Corrections	\$240.00 per month or \$110.77 per bi-weekly pay period
FTO Program Sergeant Patrol	\$270.00 per month or \$124.62 per bi-weekly pay period

**SECTION 16.03 SPECIALTY ASSIGNMENT INCENTIVE PAY**

Detective Unit – Sergeant	\$280.00 per month or \$129.23 per bi-weekly pay period
Detective Unit – Lieutenant	\$340.00 per month or \$129.23 per bi-weekly pay period
Classification – Sergeant	\$250.00 per month or \$115.38 per bi-weekly pay period
SWAT – Sergeant	\$85.00 per month or \$39.23 per bi-weekly pay period
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 16.04 SHIFT DIFFERENTIAL**

Employees in the Sheriff’s Department who are routinely and consistently assigned to graveyard shift receives one dollar and fifty cents (\$1.50) per hour worked when working the graveyard shift. “Graveyard shift” is defined as an assigned work shift of seven (7) or more consecutive hours, which includes at least four (4) hours of work between the hours of 12:00 a.m. (midnight) and 8:00 a.m. Overtime shall not qualify for shift differential.



**ARTICLE 17 DISMISSAL, SUPENSION, REPRIMAND, DEMOTION, AND RIGHT OF APPEAL**

***SECTION 17.01 REGULAR EMPLOYEES – DISCIPLINARY ACTION AND NOTICE***

Any employee, may be reprimanded, suspended, demoted or dismissed by the Department Head or 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 ten (10) work days after receipt of the letter to file a written or oral response to the letter. (Public safety officers have thirty (30) days in accordance with Section 3306 of the Government Code.) The Department Head or 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 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 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 two (2) years from the date the final reprimand was issued.
- B. Prior to suspension, demotion, or dismissal, the Department Head or 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 five (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 twelve (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 designee. Said notice must be served on the employee at least five (5) work days before the intended action.
- D. The employee shall be entitled to a meeting with the Department Head or designee within five (5) work 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 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 five (5) days before the intended action and a meeting/review of written material as set forth in Subsection D above.
- E. For suspensions of one (1) through five (5) days, Subsection C through E above may be administered after the beginning of the disciplinary action but no later than seven (7) calendar days after imposition of the disciplinary action.
- F. 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 their 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 17.02 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 17.03 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 five (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 fifteen (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 their representative and the Department Head or 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 fifteen (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 thirty (30) days from the date of the appeal, the Human Resources Director may obtain a list of five (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 (3<sup>rd</sup>) party to hear the matter and render a decision. The employee and/or their representative must agree within ten (10) days to a hearing date after contact by the Human Resources Director or the appeal will be considered to have been

abandoned by the employee and will not be scheduled. 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 two (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 17.04 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 17.05 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 ten percent (10%) of gross pay per month until paid in full. The County will give no less than two (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 17.05 DECISION***

- A. The Hearing Officer shall within fifteen (15) 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 twenty (20) days after the presentation of said findings and recommendations to the Board. The Board may:

1. Follow the recommendation of the Hearing Officer; or
  2. Reinstatement the employee; or
  3. Order any disciplinary action which it judges to be appropriate based on the evidence; or
  4. Rehear the matter under the provisions of [Subsection 25.04](#) of this Section.
  5. In these cases, the Board's decision shall be final and binding on all parties.
- B. The procedures in this Section shall be followed except as outlined below:
1. In cases where discrimination in suspension, demotion, or dismissal based on race, religion, color, sex, marital status, handicap, medical condition, age, ancestry, or national origin is alleged and proven, the Hearing Officer shall have the authority to reinstate the employee without prejudice where such decision is supported by the written findings of the Hearing Officer.
  2. For employees in positions funded in whole or in part by the federal or state government which come under [Section 19800 of the Government Code of the State of California](#), the decision of the Hearing Officer, in matters of demotion or dismissal, is final and binding upon all parties within the limits and the authority of Hearing Officers as may be found in relevant sections of this MOU.
  3. The Hearing Officer shall have no power to alter, amend, change, add to or subtract from any ordinance, resolution, rule or regulation approved by the Board of Supervisors.
  4. The Hearing Officer shall have no power to award punitive damages.
  5. The Hearing Officer's findings and award shall be based solely on the evidence presented at the hearing.

6. The decision of the Hearing Officer, as outlined in Subsection B.1 and B.2 above, shall not be subject to modifications by the Board of Supervisors and shall be implemented by Board order.

## **ARTICLE 18 EMPLOYEE EVALUATIONS**

### ***SECTION 18.01 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 18.02 PROCEDURES***

- A. 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 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 designee and a notation or signature of the employee that they have 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 one (1) month before an employee's salary anniversary date when a merit step increase is to be considered;
  2. Employees shall be evaluated at three (3) intervals during the probationary period and at least one (1) month before the completion of the probationary period; and
  3. At such times as the Department Head or 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 18.03 REVIEW OF PERFORMANCE APPRAISAL***

Each performance appraisal must be discussed with the employee prior to the Department Head or 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 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 designee, they have the right to file a written response within thirty (30) days which shall be attached to the evaluation. The evaluation may be modified by or at the direction of the Department Head or designee if they determine that it is unsupported by factual data, evidence of prior counseling or it is determined that the evaluation is arbitrary or capricious.

**ARTICLE 19 LAY-OFF AND REINSTATEMENT**

***SECTION 19.01 LAY-OFFS***

The Department Head or designee may lay off employees:

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

***SECTION 19.02 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 classification seniority 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 designee and approved by the County Administrator.

***SECTION 19.03 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. Except as modified in Section 19.02 of this Article, seniority will be calculated as the employee's total time in class plus higher class. 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 their most recent appointment.
- B. Tie Breaking

When two (2) or more employees have the same classification seniority, the tie shall be broken and preference given in the following sequence:

  - 1. Employees with the greatest County seniority
  - 2. Random drawing

***SECTION 19.04 NOTICE OF LAY-OFF***

The Department Head or designee will send written notice by certified mail, postage prepaid, return receipt requested and correctly addressed to the last known mailing address of the employee as found in the records of the Human Resources Department. If return receipt is not promptly received by the Department Head or designee, then they will 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 fifteen (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

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

***SECTION 19.05 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 five (5) calendar days after receiving the notice of lay-off. Regular employees shall have an additional five (5) calendar days after each notification that lay-off credit is insufficient to allow displacement as computed in Section 19.03 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 designee may request that their department be exempted from this Section if they are able to demonstrate to the Board of Supervisors that this process would damage the overall efficiency and effectiveness of the department.

***SECTION 19.06 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 19.07 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

their name forwarded for Priority Consideration for any County vacancy for which they meet the Minimum Qualifications.

The names of qualifying employees will be sent to the department head of any department that has a vacancy as soon as possible, but no later than five (5) calendar 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 them, before making a final decision on filling the vacancy. If the Department Head would still prefer to consider applicants from a Merit List, they may do so without rejecting from consideration anyone on the layoff list until a final selection is made for 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 they wish) with the position title left blank. The Human Resources Department will have authority, only under this program, to copy the employee's application, fill in the position title, and forward it to the Department Head for consideration. The employee's right to participate in this program will terminate on the effective date/time of their layoff and separation from county employment.

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

## **ARTICLE 20 SALARY**

### ***SECTION 20.01 COST OF LIVING ADJUSTMENTS***

*Effective the first full pay period following Board adoption, all classifications will receive a five percent (5.0%) increase to the base pay rate.*

*Effective July 1, 2023, all classifications will receive a cost of living adjustment to the base pay rate based on the April 2023 California Consumer Price Index (CPI) to the nearest one-tenth of one percent (1/10%); however, such increase shall not be less than one and one half percent (1.5%) nor more than two and one half percent (2.5%).*

*Effective July 1, 2024, all classifications will receive a cost of living adjustment to the base pay rate based on the April 2024 California Consumer Price Index (CPI) to the nearest one-tenth of one percent (1/10%); however, such increase shall not be less than one and one half percent (1.5%) nor more than two and one half percent (2.5%).*

### ***SECTION 20.02 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, 2023*, the classification of Sheriff's Sergeant - Operations will receive and equity adjustment of three percent (3.0%) and the classification of Sheriff's Lieutenant – Operations will receive an equity adjustment of two percent (2.0%).

*Effective July 1, 2024*, the classification of Sheriff's Sergeant - Operations will receive and equity adjustment of three percent (3.0%) and the classification of Sheriff's Lieutenant – Operations will receive an equity adjustment of two percent (2.0%).

### ***SECTION 20.03 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.

## **ARTICLE 21 RETIREMENT**

### ***SECTION 21.01 SAFETY RETIREMENT FORMULAS***

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

Employees not classified as a new member will receive the 2% at 50-safety CalPERS formula with the one (1) year final average compensation period. These employees pay the required twelve percent (12%) member contribution, on a pre-tax basis.

Employees classified as a new member will receive the 2.7% at 57-safety CalPERS formula with the three (3) year final average compensation period. These employees pay one-half (1/2) of the total normal cost as determined annually by CalPERS on a pre-tax basis.

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

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

- Special
- Post-Retirement Death Benefits:
  - \$500 Lump Sum
- 2% Retirement COLA

***SECTION 21.02 MISCELLANEOUS RETIREMENT FORMULAS***

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

Employees not classified as a new member will receive the 2% at 55 miscellaneous CalPERS formula with the one (1) year final average compensation period. These employees pay the required nine percent (9%) member contribution, on a pre-tax basis. The parties agree to amend the contract with CalPERS to increase the member contribution to nine percent (9%) as quickly as possible following the adoption of the MSA MOU.

Employees classified as a new member will receive the 2 % at 62 miscellaneous CalPERS formula with the three (3) year final average compensation period. These employees pay one-half (1/2) of the total normal cost as determined annually by CalPERS on a pre-tax basis.

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

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

***SECTION 21.03 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 21.04 DEFERRED COMPENSATION MATCH***

The County provides the following deferred compensation plan match to employees with open 457 deferred contribution accounts:

- Beginning with the pay period following the completion of two (2) years of service, the County will match up to \$35.00 a month or if a biweekly pay cycle \$16.15 per pay period (26x/year)
- Beginning with the pay period following the completion of five (5) years of service, the County will match up to \$85.00 a month or if a biweekly pay cycle \$39.23 per pay period (26x/year)
- Beginning with the pay period following the completion of ten (10) years of service, the County will match up to \$170.00 a month or if a biweekly pay cycle \$78.46 per pay period (26x/year)

***SECTION 21.05 RETIREMENT HEALTH SAVINGS ACCOUNT***

The County provides employees a MissionSquare retiree health savings account (a health reimbursement arrangement as described in Internal Revenue Service Notice 2002-45). Employees may withdraw benefits from the plan upon separation from employment per the requirements of the plan.

The County contributes fifty dollars (\$50.00) per month into the employees MissionSquare retiree health savings account. The County pays the administrative fees as charged by the plan.

Employees contribute fifty dollars (\$50.00) per month into the employees MissionSquare retiree health savings account. YCPPOA may increase the employee contribution amount annually by notifying Human Resources no later than November 15, to be effective the first full pay period in January of the following year, employee contributions will be listed in Appendix "B".

This provision shall be effective no later than July 1, 2023.

**ARTICLE 22 PROCEDURES FOR MERIT / LONGEVITY STEP INDEX**

***SECTION 22.01 SALARY BASED UPON MERIT AND LONGEVITY***

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

Employees hired on or before 06/30/2013, Index Rates between 1.0000 and 1.2160 are defined as Merit. Longevity begins upon completion of the fifth (5<sup>th</sup>) year of service.

Employees hired on or after 07/01/2013, Index Rates between 1.0000 and 1.3000 are defined as Merit. A Longevity increase is given upon completion of an employee's tenth (10<sup>th</sup>) and fifteenth (15<sup>th</sup>) years of service.

***SECTION 22.02 SALARY DETERMINATION OR ADJUSTMENTS***

An employee's salary will be determined or adjusted by multiplying the Base Rate for their classifications, as specified on the Classification System - Basic Salary/Hourly Schedule, by the index rate on the appropriate table below as determined by their Service Computation Dates (SCD), unless specifically specified otherwise, consistent with the applicable sections of this Article.

- A. Employees hired on or before 06/30/2013, salary will be determined from the following table:

<b>MERIT STEP INDEX RATES:</b>	
<b>Number of Years of Service</b>	<b>Index Rate</b>
Less	1.0000
at least	1.0500
"	1.1030
"	1.1580
" 4	1.2160
5	1.2160

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

- B. Employees hired on or after 07/01/2013, salary will be determined from the following table:

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

***SECTION 22.03 TO DETERMINE AN EMPLOYEE'S MONTHLY SALARY***

1. Determine the number of years of service an employee has completed based on the employee's Service Computation Date (SCD).
2. 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.
3. 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.
4. Round up to the nearest whole dollar.

***SECTION 22.04 TO DETERMINE AN EMPLOYEE'S HOURLY RATE***

1. Determine the Monthly Salary from above.
2. Take the Monthly Salary and multiply it by twelve (12) months.
3. Divide the total by two thousand eighty (2,080) average work hours in a year.
4. Use standard rounding to the nearest whole penny.

***SECTION 22.05 SERVICE COMPUTATION DATE (SCD) AND INDEX RATE DETERMINATION***

- A. Employees hired on or before 06/30/2013

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

B. Employees hired on or after 07/01/2013

The Service Computation Date (SCD) determines a regular employee's index rate, unless specifically stated otherwise. The SCD is computed by adjusting their current hire date by any Leave Without Pay (LWOP).

***SECTION 22.06 SALARY ANNIVERSARY DATE (SAD) FOR MERIT/LONGEVITY INDEX RATE ADJUSTMENTS***

The employee's Salary Anniversary Date (SAD) will be the first (1<sup>st</sup>) day of the month following their SCD unless specifically specified otherwise. However, if the SCD is within the first (1<sup>st</sup>) three (3) calendar days of the month, the SAD will be the first (1<sup>st</sup>) day of that month in which the employee is hired.

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

A. Employees hired on or before 06/30/2013

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

B. Employees hired on or after 07/01/2013

1. 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 first (1<sup>st</sup>) day of the month following said successful performance evaluation. However, if the successful performance evaluation is given on the first (1<sup>st</sup>) day of the month then the merit increase will be given in that same month.
2. 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 (1) month (i.e. move the SAD forward one (1) month).
3. Upon an employee's tenth (10<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 1.325% of base salary.
4. 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.



***SECTION 22.07 PRIOR SERVICE - ONLY APPLICABLE TO EMPLOYEES HIRED ON OR BEFORE 06/30/2013***

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

***SECTION 22.08 LEAVE WITH OUT PAY (LWOP)***

LWOP will be computed in either one of two ways.

1. Effective January 1, 2004, each accumulated eight (8) hour increment of LWOP from work (i.e. excluding nonscheduled work days such as weekends) will reduce an employee's SCD by one (1) day (i.e. move the SCD forward one (1) day) or,
2. Prior to January 1, 2004, the granting of any leave of absence without pay exceeding fifteen (15) calendar days will cause the regular employee's salary anniversary date to be postponed (moved forward) a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations will be based on the number of calendar days of such leave.

***SECTION 22.09 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 the third (3<sup>rd</sup>) 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 seventh (7<sup>th</sup>) step (index rate 1.30).

***SECTION 22.10 SALARY UPON PROMOTION***

When an employee is promoted to a classification with a higher Base Rate, the employee will have their salary adjusted by multiplying the Base Rate for the new classification as specified on the Classification System - Basic Salary Schedule by the index rate from the appropriate table and will be determined consistent with Section 8.02 and/or Section 8.09.

***SECTION 22.11 "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 22.12 SALARY UPON TRANSFER***

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

### ***SECTION 22.13 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 will be determined consistent with Section 8.10.

C. Lower Class

If a reclassification results in an employee's position being assigned a lower classification having a lower base rate of pay, the employee's salary will be determined consistent with Section 8.02.

## **ARTICLE 23 - 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 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.

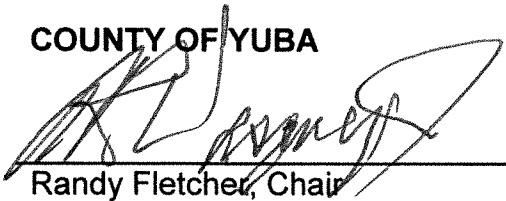
Nothing contained herein shall preclude the County from obtaining judicial restraint and damages in the event of a violation of this Article.

Neither party shall be obligated to meet and confer with respect to any subject or matter contained in this MOU. Nothing herein shall preclude the parties from meeting or conferring by mutual consent.

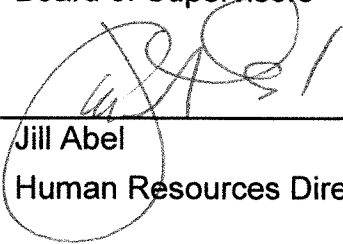
The parties agree the Provision in the Rules Governing Coverage and Compensation, benefits and Working Conditions of Employees of the County of Yuba Article 9 Section 9.11 Conversion to Deferred Compensation does not apply to MSA.

Signed and agreed upon on September 13th, 2022 by the following parties:

**COUNTY OF YUBA**

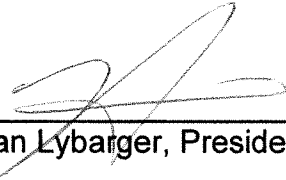


Randy Fletcher, Chair  
Board of Supervisors



Jill Abel  
Human Resources Director

**MSA**



Nathan Lybarger, President  
MSA

Mark Bartley, MSA Representative  
Mastagni Holstedt A.P.C.

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 will be determined consistent with Section 8.02.

**ARTICLE 23 - 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 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.

Neither party shall be obligated to meet and confer with respect to any subject or matter contained in this MOU. 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.

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

**COUNTY OF YUBA**

**MSA**

\_\_\_\_\_  
Randy Fletcher, Chair  
Board of Supervisors

\_\_\_\_\_  
Nathan Lybarger, President  
MSA

\_\_\_\_\_  
Jill Abel  
Human Resources Director

  
\_\_\_\_\_  
Mark Bartley, MSA Representative  
Mastagni Holstedt A.P.C.

## APPENDIX A

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

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

MSA Employees with accrued vacation balances of **at least 300 hours** may elect to convert up to **40 hours of vacation in December 2023**, subject to the maximum allowed under the 457 Deferred Compensation program for that year, under the following terms:

1. Employee must notify their department head by **December 16, 2022**, in writing of their irrevocable decision to convert vacation to deferred compensation the following year.
2. Employee's vacation balance must be at least 300 hours at the time of the request.
3. Conversion will be made at the rate of pay the employee is receiving at the time of the conversion.

AND

MSA Employees with accrued vacation balances of **at least 300 hours** may elect to convert up to **40 hours of vacation in December 2024**, subject to the maximum allowed under the 457 Deferred Compensation program for that year, under the following terms:

1. Employee must notify their department head by **December 15, 2023**, in writing of their irrevocable decision to convert vacation to deferred compensation the following year.
2. Employee's vacation balance must be at least 300 hours at the time of the request.
3. Conversion will be made at the rate of pay the employee is receiving at the time of the conversion.

**APPENDIX B**

*Retirement Health Savings Accounting – Employee Contribution Amounts*