

# MEMORANDUM OF UNDERSTANDING

between

YOLO EMERGENCY COMMUNICATIONS AGENCY

and

YOLO COUNTY DISPATCHERS' ASSOCIATION

July 1, 2018 through June 30, 2021

## Table of Contents

ARTICLE 1. RECOGNITION.....	1
1.1 Recognition .....	1
1.2 Regular Part-Time Employee.....	1
1.3 Extra Help Employees.....	1
ARTICLE 2. EMPLOYEE AND ASSOCIATION RIGHTS.....	1
2.1 Association Dues .....	1
2.2 Employee Rights .....	2
2.3 Association Rights.....	2
2.4 Release Time .....	3
ARTICLE 3. MANAGEMENT RIGHTS .....	4
ARTICLE 4. BASE WAGE RATE AND RANGE IMPLEMENTATION .....	4
4.1 New Employees .....	4
4.2 Upon Promotion.....	4
4.3 Upon Demotion .....	5
4.4 Work Out of Class Pay.....	5
ARTICLE 5. HOURS OF WORK AND OVERTIME .....	5
5.1 Definition .....	5
5.2 Overtime.....	5
5.3 Compensatory Time.....	7
5.4 Posting/Notice of Schedule .....	8
5.5 Meal Periods .....	8
ARTICLE 6. PROBATION PERIOD .....	8
6.1 New Employees .....	8
6.1.1 Dispatcher Assistants.....	8
6.2 Upon Voluntary Demotion .....	9
6.3 Former Employees .....	9
6.4 Dismissal.....	9
6.5 Extension of Probation .....	9
ARTICLE 7. PERFORMANCE EVALUATION.....	9
7.1 Probationary Employees .....	9
7.2 Regular Employees.....	10
ARTICLE 8. HOLIDAYS.....	10
8.1 Holiday Pay .....	10
8.2 Floating Holiday .....	10
8.3 Holiday Pay for Regular Part-Time Employees .....	10

8.4	Pay for Holidays Worked.....	10
ARTICLE 9. VACATION .....		11
9.1	Eligibility .....	11
9.2	Accruals.....	11
9.3	Vacation Accrual for Regular Part-Time Employees .....	11
9.4	Maximum Accruals.....	11
9.5	Vacation Bidding .....	12
9.6	Absence .....	13
9.7	Illness While On Vacation .....	13
9.8	Vacation Cash Out.....	13
ARTICLE 10. SICK LEAVE.....		14
10.1	Accrual .....	14
10.2	Sick Leave Usage .....	14
10.3	Sick Leave Usage While On Leave .....	14
10.4	Sick Leave Payoff .....	15
10.5	Sick Leave Incentive Pay.....	15
ARTICLE 11. LEAVES .....		16
11.1	On the Job Injury/Illness.....	16
11.2	Military Leave .....	16
11.3	Jury Duty .....	17
11.4	Leave of Absence Without Pay.....	17
11.5	Bereavement Leave .....	17
11.6	Revocation of Leave .....	17
11.7	Family and Medical Leave Act .....	18
ARTICLE 12. WAGES AND PAY PROVISIONS.....		18
12.1	Salaries are listed in Appendix A. ....	18
12.2	Call Back Pay.....	20
12.3	Shift Differential and Rotation .....	20
12.4	Bilingual Pay .....	21
12.5	Training Pay .....	21
12.6	Standby Duty (On-Call) .....	21
12.7	Longevity Pay.....	21
12.8	Court Overtime.....	22
ARTICLE 13. HEALTH, WELFARE AND RETIREMENT .....		22
13.1	Health Benefits .....	22
13.2	Dental Benefits .....	23
13.3	Vision Plan .....	23
13.4	Short/Long Term Disability Insurance .....	23

13.5 Life Insurance.....	23
13.6 Changes in Insurance .....	23
13.7 IRS 125 Plan .....	23
13.8 Retirement.....	23
13.8.1 PERS Plan for “Classic” PERS Members .....	24
13.8.3 Medical .....	24
ARTICLE 14. DISCIPLINE.....	24
14.1 Disciplinary Action Defined .....	24
14.2 Cause for Discipline .....	24
14.3 Notice of Discipline.....	25
14.4 Appeal of Discipline.....	25
ARTICLE 15. GRIEVANCE PROCEDURE.....	26
15.1 Purpose .....	26
15.2 Definition .....	26
15.3 General Terms .....	26
15.4 Time Limits.....	27
15.5 Access to Grievance .....	27
15.6 Procedure.....	27
ARTICLE 16. SENIORITY .....	29
16.1 Definition Of .....	29
ARTICLE 17. LAYOFF .....	30
17.1 Layoffs.....	30
ARTICLE 18. NO STRIKE CLAUSE .....	31
ARTICLE 19. SEPARABILITY OF PROVISIONS .....	31
ARTICLE 20. JOINT LABOR MANAGEMENT COMMITTEE .....	32
ARTICLE 21. RESIGNATION AND REINSTATEMENT .....	32
ARTICLE 22 ENTIRE AGREEMENT.....	32
ARTICLE 23. TERM .....	32
APPENDIX A - PAY SCALE .....	34
APPENDIX B UNION ORIENTATION (AB 119).....	37
APPENDIX C RETIREE HEALTH SAVINGS STUDY.....	39

# MEMORANDUM OF UNDERSTANDING

Between the

YOLO EMERGENCY COMMUNICATIONS AGENCY

And the

YOLO COUNTY DISPATCHERS' ASSOCIATION

This Memorandum of Understanding is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_, by and between the Yolo Emergency Communications Agency, hereinafter referred to as "Agency" or "Employer" and the Yolo County Dispatchers' Association, hereinafter referred to as "Association". Its purpose is to promote harmonious relations between the Agency, the Association and employees in accordance with Section 3500-3511 of the California Government Code (Meyers Milias-Brown Act).

## ARTICLE 1. RECOGNITION

### 1.1 Recognition

The Agency recognizes the Association as the exclusive representative for purposes of collective bargaining for all full-time and regular part-time employees in classifications listed in Appendix A.

### 1.2 Regular Part-Time Employee

May be assigned to work twenty (20) to forty (40) hours per week. Regular part-time employees are covered by the MOU and receive all leaves on a pro-rata basis and all other benefits as specified in the benefit documents.

### 1.3 Extra Help Employees

May be regularly assigned less than twenty (20) hours per week; on an irregular "on call" basis; or to fill in behind a regular full-time or part-time employee on leave. Extra Help employees are not covered by the Memorandum of Understanding.

## ARTICLE 2. EMPLOYEE AND ASSOCIATION RIGHTS

### 2.1 Association Dues

To the extent allowed by law, the Association shall be entitled to have the regular dues, fees and assessments of its members deducted from their paycheck in accordance with the procedures set forth herein.

Employees shall be entitled to have dues deducted by filling out, signing and filing with the Agency an authorization form provided by the Association and approved by the Agency. The

deduction shall continue (1) until the employee revokes such authorization, in writing; or (2) until the transfer of the employee to a position not represented by the Association.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deductions will be made.

Dues withheld by the Agency shall be transmitted monthly to the party designated in writing by the Association as the party authorized to receive the funds at the address specified.

## 2.2 Employee Rights

### 2.2.1 No Discrimination

Employees of the Agency shall have the right to form, join, and participate in the activities in employee organizations of their own choosing. No employee shall be subjected to discrimination on the basis of his or her exercise of these rights.

### 2.2.2 Right to Representation

Any employee who is directed to attend a meeting where one of the issues is the proposed discipline of said employee or if the employee has a reasonable expectation that a disciplinary action may result, that employee shall be entitled to Association representation at such meeting.

### 2.2.3 Access to Personnel Files

There shall be one official personnel file for each employee. Upon presentation of written authorization from the employee, employee's representative shall have access to the employee's personnel file upon request. No written reprimand, performance evaluation, or negative notation shall be placed in an employee's personnel file until that employee has had an opportunity to review the document. Employees may request that additional information be included in the official file and shall retain the right to place a written rebuttal in the file in response to any negative notation, written reprimand or performance evaluation.

## 2.3 Association Rights

### 2.3.1 Access to Work Location

Reasonable access to employee work locations shall be granted to officially designated representatives of the Association, for the purpose of contacting members of the bargaining unit concerning business within the scope of representation. Such representatives shall not enter any work location without the consent of a supervisor, manager or Executive Director. Access shall be restricted so as not to interfere with the normal operations of the Agency or with established security requirements. However, such access shall not be unreasonably denied.

The Association shall notify the Agency, in writing, of the names of the Association's officers and designated representatives.

#### 2.3.2 List of Employees

Twice a year the Agency shall furnish the Association with the names, classifications and date of hire of employees assigned to classifications in the bargaining unit.

#### 2.3.3 Advance Notice

Except in cases of emergency, the Association shall be given thirty (30) days advance written notice of any new or proposed change to any Agency ordinance, resolution, rule or regulation directly relating to matters within the scope of representation. The Association shall be given the opportunity to meet and confer with management representatives prior to adoption. If the Association believes that new work rules or procedures fall within scope of representation and that the Agency has failed to meet and confer prior to implementation, the Agency will meet to review the subject matter to determine applicability of this provision.

#### 2.3.4 Use of Agency Facilities and Bulletin Boards

The Association shall be allowed reasonable use of agency office equipment for Association business. Upon request, the Association shall be allowed the use of available bulletin board space in the emergency service area having to do with official Association business, provided that the material is not derogatory to Agency officials and employees. All materials must be dated and must identify the organization that published them.

The Association and its representatives will be permitted reasonable use of Agency equipment normally used to conduct business, including computers, email, copy and fax machines to conduct Association business. Association use of such equipment must comply with Agency policy. After notice to the Association, the Agency may terminate Association use of Agency equipment for failure to comply with Agency policy.

#### 2.3.5 Concept: Address orientation in separate agreement.

### 2.4 Release Time

#### 2.4.1 Negotiations

One (1) employee shall be released from duty to attend negotiations and a reasonable amount of preparation time immediately prior to and following each negotiation session. Release from duty must be mutually agreed upon sufficiently in advance in order to secure shift coverage. Two (2) employees shall be released for negotiations if staffing levels are at a minimum 75% of budgeted positions.

#### 2.4.2 Grievance Handling

The Agency will grant reasonable release time to one (1) Association representative per shift to investigate and prepare for grievance presentation; however, said representative may not leave his/her workstation without permission from his/her supervisor. Only one representative may be released at a time/per grievance.

### ARTICLE 3. MANAGEMENT RIGHTS

Except as otherwise limited by a specific term of these policies or of the labor agreement, the Agency has and retains the sole and exclusive rights and functions of management, including, but not limited to the following:

- To determine the nature and extent of services to be performed, as well as the right to determine and implement its public functions and responsibilities.
- To manage all Agency facilities and operations including the methods, means and personnel by which such operations are to be conducted.
- To schedule working hours and assign work.
- To establish, modify or change work schedules or standards.
- To direct the work force, including the right to hire, assign, promote, demote or transfer an employee.
- To determine the location of all work assignments and facilities.
- To determine the layout and the machinery, equipment or materials to be used.

### ARTICLE 4. BASE WAGE RATE AND RANGE IMPLEMENTATION

#### 4.1 New Employees

New employees will advance through the steps of the applicable base wage range based on length of service as historically calculated. However, the Agency may accelerate the employee's movement through one or more base wage steps based on its assessment of the employee's demonstrated skills and abilities.

#### 4.2 Upon Promotion.

Employees may be advanced from the classification of Dispatcher Assistant to the classification of Dispatcher I, and from the classification of Dispatcher I to the classification of Dispatcher II after demonstrating proven competency in established areas as defined in the Performance Evaluation Manual.

Employees will advance through the base wage steps of the applicable base wage range based on length of service as historically calculated. However, the Agency accelerate the employee's movement through one or more base wage steps based on demonstrated skills and abilities as defined in the Performance Evaluation Manual.

The Agency agrees to complete all forms and paperwork necessary and in a timely manner to fully implement advancements through the base wage step system which is based on the agreed upon bench mark core competency skills.



#### 4.3 Upon Demotion

If an employee is demoted as a result of disciplinary action or by voluntary choice, the employee's base wage rate shall be reduced to the next lower step in the range for the class of position to which the employee has been demoted. For the purposes of further step increases within the range, the employee shall maintain the same anniversary date.

#### 4.4 Work Out of Class Pay

An employee designated to act in a capacity in a higher position than his/her regular classification without a Supervisor or Dispatcher III on site shall receive a five percent (5%) base wage rate premium. Such increase shall be paid for each hour of the assignment of one or more hours. . The length of assignment to act in a higher capacity shall normally not exceed one (1) year.

4.4.1 Any employee who is appointed to act in the capacity of a supervisor remains a member of the bargaining unit, but he/she shall assume all of the duties and be subject to the working conditions of the other supervisors of similar rank for the duration of the appointment.

### ARTICLE 5. HOURS OF WORK AND OVERTIME

#### 5.1 Definition

##### 5.1.1 Workday

A workday is a specific and regularly scheduled period of time consisting of eight (8), ten (10) or twelve (12) consecutive hours daily as determined by a fixed work schedule.

##### 5.1.2 Work Week/Work Period

A work week/period is considered forty (40) hours in a consecutive seven (7) day period.

##### 5.1.3 Fixed Schedules

Employees working a fixed work schedule shall have specified starting and ending times to their work shifts. These employees shall have a fixed number of consecutive hours per shift, though they may not have the same starting and ending times every day. Hours worked in excess of the regularly scheduled daily shift (i.e., eight (8), ten (10), and twelve (12) hours) shall be paid in accordance with this Article. All shifts will consist of consecutive workdays and consecutive days off.

#### 5.2 Overtime

##### 5.2.1 Definition

Overtime is that time worked in excess of an employee's regular daily scheduled workday and/ or workweek. Hours worked for the purposes of computing overtime include all hours actually worked, on vacation leave, or on floating holidays, within the Agency designated FLSA workweek.

#### 5.2.2 Pay or Compensation Time

Overtime shall be earned at the rate of one-and-one half (1½) times the employee's hourly rate for each hour of overtime, and can be taken as pay or compensatory time off at the employee's choice.

#### 5.2.3 Approval Process

All overtime must be approved in advance by the employee's supervisor. Overtime will be approved only when work cannot be accomplished by currently assigned personnel within normal working hours. Supervisors, at all levels, are responsible for examining workload and staff resources before posting overtime. Supervisors, at all levels, are also responsible for avoiding the use of overtime by changing workload priorities when practicable and temporarily reassigning available on-duty staff to handle unexpected workload peaks.

#### 5.2.4 Changes in Shifts

Except as provided herein for training, an individual employee's shift shall not be altered or flexed on a day-to-day basis to avoid overtime unless mutually agreed upon by the employee and the Agency. The Agency may alter or flex an employee's shift within the employee's workweek to meet that employee's Agency training objectives and avoid or reduce associated overtime. Except in an emergency, the Agency will provide the employee not less than seven (7) days advance notice of such deviation from the employee's regular shift schedule.

#### 5.2.5 Split Shifts

Except in cases of extreme emergency, employees ordered to return to work on their day off shall only work assignments which are consecutive hours; employees will not be required to work split shifts. Shifts may be split by mutual agreement between the employee and the employer.

For purposes of this Section, routine staffing shortages shall not constitute an extreme emergency.

#### 5.2.6 Alternative Work Schedule

The parties agree that alternative work schedules may be explored during the term of this MOU. Such commitment to review alternate schedules does not commit the Agency to schedule shifts that include mandatory payment of overtime or would require a waiver from Fair Labor Standards Act provisions.

### 5.3 Compensatory Time

#### 5.3.1 Rate

Compensatory time off shall be earned at a rate of one-and-one-half (1½) hours off for each hour of overtime worked.

#### 5.3.2 Records

All compensatory time accrued shall be properly recorded in the time and attendance payroll records.

#### 5.3.3 Accrual Cap

Effective upon Board adoption of this 2018-21 Memorandum of Understanding, the accumulation of CTO in any single fiscal year will be limited to a maximum of sixty (60) hours.

Employees may carry over their unused CTO hours from fiscal year to fiscal year. However, at no time may the employee receive CTO in lieu of overtime pay that would cause the employee's accumulated CTO balance to exceed one hundred twenty hours (120).

Compensatory time off may be taken upon the employee's request, subject to approval by the scheduling supervisor. The Agency shall not unreasonably deny the employee's request (i.e. grant the request unless the requested time off would unduly disrupt the Agency's operations).

Employees who are subpoenaed to testify before a court or in an administrative agency proceeding must notify their supervisor as soon as practicable of the date and time of the required appearance and provide a copy of the subpoena. If the appearance is scheduled to occur during the employee's workweek but not on the employee's shift, the agency will attempt to alter the employee's schedule to provide the employee a reasonable period of rest on the night before or after the appearance (or both) as reasonably determined by the Agency Director to be reasonably necessary. If the appearance and the accommodation of reasonable rest, as determined by the Agency Director, dictates that the employee miss a portion or the entirety of his or her scheduled shift and it cannot be rescheduled within the employee's normal workweek, the employee will be granted administrative leave with pay for the portion of the shift missed. This paragraph applies only to appearances concerning circumstances within the course and scope of the employee's Agency employment and to which the employee is not a plaintiff against the Agency or its member agencies.

#### 5.3.4 Compensatory Cash Out

Compensatory time cash out must be in increments of four (4) hours.

Employees may cash out up to forty (40) hours of accrued compensatory time off in June and December of each year. Employees must provide a written request to the Executive Director at least thirty (30) days in advance.

#### 5.4 Posting/Notice of Schedule

The Agency shall post work schedules at least four (4) weeks in advance. Insofar as practical, the Agency shall update posted work schedules as changes occur. The agency shall pay overtime at the rate of time and one half (1½) for the first rescheduled shift the employee works with less than a five (5) day notice.

#### 5.5 Meal Periods

##### 5.5.1 Meal and Rest Periods

All employees working an eight (8) hour shift in a day shall receive a thirty (30) minute meal period and two (2) fifteen (15) minute rest periods in each day.

All employees working a twelve (12) hour shift in a day shall receive a thirty (30) minute meal period and three (3) fifteen (15) minute rest periods in each day.

All employees working a ten (10) hour shift shall receive a thirty (30) minute meal period and two (2) twenty (20) minute rest periods.

##### 5.5.2 Scheduling Meals and Rest Periods

Supervisors and employees will develop mutually agreeable break and meal periods, schedules, providing minimum staffing coverage. One rest period may be combined with a meal period with the approval of the immediate supervisor. Rest periods not granted or granted and not taken due to emergency operational necessity shall not be accumulated. Rest periods shall not be unreasonably denied.

### ARTICLE 6. PROBATION PERIOD

#### 6.1 New Employees

##### 6.1.1 Dispatcher Assistants

Newly hired Dispatcher Assistants shall serve a total of twelve (12) months as a probationary period. The probationary employee shall acquire regular status at the successful completion of the twelve (12) month period of time. Performance evaluations and merit increases shall occur at six (6) months and then at the completion of twelve (12) months in the Dispatcher Assistant classification and then annually thereafter.

### 6.1.2 Dispatcher I, II, and III

Newly hired Dispatcher I/II personnel shall serve a total of eighteen (18) months as a probationary period. The probationary employee shall acquire regular status at the end of the eighteen (18) month period of time. Newly hired regular part-time employees shall serve a probationary period of twenty-four (24) months.

A Dispatch Assistant who is promoted to Dispatcher I shall serve a probation period of twelve (12) months.

A newly promoted Dispatcher III shall serve a total of twelve (12) months as a probationary period. During the probationary period, a performance evaluation shall be given in accordance with YECA Policy.

### 6.2 Upon Voluntary Demotion

Upon a voluntary demotion, employees shall serve a total of nine (9) month probationary period with a merit increase and performance evaluation occurring after the successful completion of the nine (9) month probationary period.

### 6.3 Former Employees

At the discretion of the Agency, former Agency employees who are rehired within twelve (12) months of separation from the Agency may serve an abbreviated probation period of six (6) months.

### 6.4 Dismissal

The probationary period is considered an extension of the selection process. An employee may be rejected from a probationary appointment at any time without right of appeal, hearing or review.

### 6.5 Extension of Probation

Upon written agreement between the Agency Executive Director and the Association, the employee's probation may be extended for a period not to exceed three (3) months. Any extension of a probationary period shall be for training purposes.

## ARTICLE 7. PERFORMANCE EVALUATION

### 7.1 Probationary Employees

The immediate supervisor shall conduct performance evaluations of each probationary employee at regular intervals during the probationary period as provided in YECA Personnel Policies.

## 7.2 Regular Employees

In accordance with current personnel policy, performance evaluations of employees who have gained regular status shall be performed at least once annually to coincide with the employees' anniversary date. Upon request, employees have a right to review evaluations and verbally discuss the evaluation with their supervisor prior to final completion of the evaluation. Upon final completion, the employee shall sign the form, indicating only that they have been provided a copy of the evaluation. The employee shall have thirty (30) days in which to respond in writing to the evaluation if they so choose and have that response attached to the evaluation. Step increases shall not be held due to delay in completing performance appraisal paperwork.

## ARTICLE 8. HOLIDAYS

### 8.1 Holiday Pay

Each full-time employee covered by this Agreement shall receive holiday pay monthly. Employees shall be paid for twelve (12) holidays per year at the rate of eight (8) hours per month. However, employees may in the first two weeks of June elect to forego such payments for up to two (2) of the holidays and use them instead as paid floating holidays in the ensuing fiscal year, and payment for the remaining ten (10) will be evenly dispersed over twenty-four pay periods in the ensuing fiscal year.

### 8.2 Floating Holiday

Regular employees shall be granted up to sixteen (16) hours per fiscal year of non-accumulative, floating holiday time, which may be taken off as full or partial days upon the Executive Director or his/her designee's prior approval. Employees hired after July 1 of the fiscal year shall be granted such floating holidays on a prorated basis. Upon termination of employment, floating holidays shall be paid at the straight time rate.

### 8.3 Holiday Pay for Regular Part-Time Employees

Regular part-time employees shall receive a pro rata share of holiday hours allocated to full-time employees based on the direct proportion the part-time service bears to regular full-time service

### 8.4 Pay for Holidays Worked

Regular employees who work on the following holidays, whether regularly scheduled or who are on voluntary or assigned overtime, shall be entitled to receive overtime at one-and-one half (1½) times the hours worked. Employees covered by this agreement shall receive overtime pay for the actual date of the following holidays, not the date observed by administrative personnel:

Dr. Martin Luther King, Jr. Birthday  
President's Day  
Memorial Day,  
Labor Day,

Veterans' Day  
Friday following Thanksgiving Day

Regular employees who work on the following holidays, whether regularly scheduled or who are on voluntary or assigned overtime, shall be entitled to receive overtime at double (2X) times the hours worked. Employees covered by this MOU shall receive overtime pay for the actual date of the holiday, not the date observed by administrative personnel:

January 1 – New Years' Day  
July 4th – Independence Day  
Thanksgiving Day  
December 25 – Christmas Day

## ARTICLE 9. VACATION

### 9.1 Eligibility

Regular employees shall be entitled to a paid vacation after thirteen (13) consecutive bi-weekly periods of employment. Vacation shall be taken only to the extent already accrued.

Employees are encouraged to utilize vacation hours first prior to using compensatory time in order to avoid reaching the maximum accrual of vacation hours.

### 9.2 Accruals

Regular full-time employees shall accrue vacation in accordance with the following schedule:

After 13 bi-weekly periods:	3.08 hours per bi-weekly period
After 3 years:	4.62 hours per bi-weekly period
After 8 years	4.93 hours per bi-weekly period
After 12 years	5.24 hours per bi-weekly period
After 13 years	5.54 hours per bi-weekly period
After 14 years	5.85 hours per bi-weekly period
After 15 years	6.16 hours per bi-weekly period
After 16 years	6.47 hours per bi-weekly period

### 9.3 Vacation Accrual for Regular Part-Time Employees

Regular part-time employees shall accrue a pro rata share of vacation hours allocated to full-time employees based on the number of regularly scheduled hours in a month.

### 9.4 Maximum Vacation Accumulation

Vacation shall be scheduled so large amounts of vacation time will not be accumulated. A full-time employee will not be permitted to accumulate unused vacation in excess of two hundred eighty (280) hours. Full-time employees with fifteen (15) years of service may accumulate up to

three hundred twenty (320) hours of unused vacation. A regular part-time employee may accumulate a maximum of one hundred and forty hours (140) of unused vacation.

## 9.5 Vacation Bidding

Vacation leave is normally scheduled in advance and shall be approved by the employee's immediate supervisor. Each employee shall be permitted to exercise their right of seniority as defined in Article 16, Seniority for one (1) primary vacation period per year. Bidding shall take place in the request period between October and November for the following calendar year, and shall occur as outlined below. Calendar year for the purpose of vacation assignments is February 1st through January 31st.

### 9.5.1 Primary Vacation Requests

All employees shall have the right to request a primary vacation not to exceed two (2) weeks in duration. After all employees have had an opportunity to bid for a primary vacation, those employees with ten (10) to fifteen (15) years of service will have the opportunity to bid for a third week, and subsequently, employees with sixteen (16) years or more years of service will be eligible to bid for a fourth week of primary vacation.

The Executive Director or his/her designee must approve vacation bids for time in excess of two (2) weeks. Primary vacation schedules will be posted by the end of November. Employees are not responsible for finding coverage for primary vacation requests. Employees may not exercise their seniority for more than one (1) year for designated desirable vacation times unless no one requests the same time (designated desirable vacation times shall mean Christmas, Thanksgiving or July/August). Primary vacation requests submitted after the posting period, (end of November) will not be considered.

During primary vacation selection, employees will be permitted to "split" their primary vacation request into two non-consecutive weeks. The first week will be selected in order of seniority during the Primary Vacation Requests bidding in accordance with this Section 9.5.1.

After all employees have been afforded an opportunity to select a primary vacation, any employee who selected only one week may then select a second week, in order of seniority. After all employees have been offered an opportunity to select two (2) weeks primary vacation, eligible employees will bid for their third and fourth week, secondary vacation requests shall proceed in accordance with Section 9.5.2.

### 9.5.2 Secondary Vacation Requests

Employees may also bid in order of seniority for a secondary vacation request during a posted time period prior to each shift schedule change. Secondary vacation requests are subject to minimum staffing needs. Requests will not exceed two (2) weeks.

A secondary vacation request may be "split". The request cannot be split more than once. Each section of the split must have a minimum of four (4) days. For example, an



employee who exercises his/her seniority for a secondary vacation could request the first seven (7) days in the month of May and the last seven (7) days in the month of May.

### 9.5.3 Seniority Requests

Employees may exercise their right of seniority (after their 10 year and 16 year anniversary dates) for the additional accrued week of vacation during the annual vacation sign-up. However, the additional requested vacation time should fall after the employee's anniversary date for that calendar year.

If there is a conflict in available time for the additional week (i.e., no time available), the employee should contact their immediate supervisor to work out a resolution.

In the case of a supervisor (that has promoted from within) who has demoted to Dispatcher II, time served as a supervisor will be included in Dispatcher II classification seniority.

### 9.5.4 Separate Bids for Supervisors

It is the intent of the Agency to have supervisors select vacation separately from employees covered by this MOU when there is sufficient staffing.

## 9.6 Absence

An employee who is absent without pay more than forty (40) hours in a bi-weekly pay period shall not earn vacation for that pay period.

## 9.7 Illness While On Vacation

An employee who is on regularly scheduled vacation and becomes ill may request to use sick leave for those days by providing the Employer with medical certification of the illness/injury.

## 9.8 Vacation Cash Out

Employees may cash out up to forty (40) hours of accrued vacation per calendar year, payable in either or both April or October. Employees must submit a written request to the Executive Director, on the form specified by the Agency, setting forth the specific number of vacation hours the employee desires to cash out at least thirty (30) days prior to October 1 or April 1, depending on the month in which the employee desires to cash out vacation. Vacation must be cashed out in a minimum of four (4) hour increments. An employee whose vacation balance is insufficient to receive the full amount of cash out indicated on the employee's election form will receive cash out to the extent he or she has accumulated vacation hours available in his or her vacation account subject to the four (4) hour requirement above..

## ARTICLE 10. SICK LEAVE

### 10.1 Accrual

#### 10.1.1 Full-Time Employees

Regular full-time employees shall accrue 3.70 hours of sick leave with each bi-weekly pay period of service. All unused sick leave may be carried forward into each ensuing year.

#### 10.1.2 Part-Time Employees

Regular part-time employees shall accrue sick leave in direct proportion as the part-time service bears to regular full-time service.

#### 10.1.3 Leave without Pay

An employee who is absent without pay more than forty (40) hours in a bi-weekly pay period shall not earn sick leave for that pay period.

### 10.2 Sick Leave Usage

#### 10.2.1 Sick Leave Usage

Sick leave may be granted for illness of the employee or the employee's immediate family. Sick leave shall be granted only to the extent it has already accrued. For the purposes of this article, immediate family shall mean the employee's spouse/ registered domestic partner, parent, child or child of the domestic partner. Before granting approval the supervisor may require reasonable verification of the need for sick leave use. Employees must be notified in advance of such a requirement.

The Employer may request a doctor's note for an employee's illness causing absence of three (3) or more consecutive shifts; or if a documented pattern of abuse has been established or when abuse is suspected.

#### 10.2.2 Medical and Dental Appointments

Sick leave may be used for medical and dental office appointments when authorized by the supervisor when such medical and dental appointments cannot be made outside normal working hours. Once the appointment has been approved, the Employer will make every effort to release the employee from duty.

### 10.3 Sick Leave Usage While On Leave

#### 10.3.1 Maternity Leave

Maternity leave shall be granted in accordance with applicable State and Federal laws. Sick leave shall be utilized for the disability portion of the leave.

### 10.3.2 Adoptive Leave

Adoptive leave shall be granted in accordance with applicable state and federal laws. Request for leave shall be submitted to the Executive Director as soon as feasible. Sick leave may be utilized as specified in 10.2.1.

### 10.3.3 Child Bonding Leave

Child Bonding leave shall be granted in accordance with applicable State and Federal laws. Request for leave shall be submitted to the Executive Director as soon as feasible. Sick leave may be utilized as specified in 10.2.1.

### 10.3.4 Paid Leave Exclusions

Sick leave shall not be authorized when the disability arises from willful misconduct.

## 10.4 Sick Leave Payoff

An employee may elect to be paid for one-half (½) of any accumulated sick leave in excess of two hundred (200) hours upon his/her retirement, layoff or death. No other payment for accumulated sick leave shall be made upon termination of employment.

## 10.5 Sick Leave Incentive Pay

### 10.5.1 Qualifications

Consideration will be given to all personnel who were YECA employees on December 1 or before, of the preceding year. Employees must be employed for one (1) full year before qualifying for this program.

### 10.5.2 Review Period

The sick leave review period will the first pay date in November through the last pay date in October each year. Incentive bonus payments will be made no later than the second pay date in November of each year.

### 10.5.3 Incentive Bonus

Employees who use sick leave for less than 2.12% of all work time including overtime shall be eligible for an incentive bonus of Four Hundred Dollars (\$400.00). Any employee utilizing sick leave for less than 1.06% of all work time (including overtime) shall be eligible for an incentive bonus of Five Hundred Dollars (\$500.00). Part-time employees are eligible for a pro rata share of the incentive bonus.

## ARTICLE 11. LEAVES

### 11.1 On the Job Injury/Illness

If an industrial injury or illness results in an employee being absent from work, accumulated sick leave shall be applied to time off work in an amount which, when added to Workers' Compensation benefits (paid or payable), provides compensation equal to the employee's base wages or salary. Upon the exhaustion of accumulated sick leave, vacation, floating holidays and other accrued leaves shall be applied in the same manner.

If an employee receives Workers' Compensation payments which, when added to the sums paid or payable pursuant to the above provisions, exceed the employee's base wages or salary for the period of absence, the employee shall repay the Agency the amount of such excess whereupon the Agency will adjust the employee's accrued leave balance accordingly. If the employee fails to repay the Agency within thirty (30) days of a written request therefore, any further amounts payable under this Section shall be reduced by the amount of such unpaid excess payment(s).

On the Job Injury/Illness leave shall run concurrent with Family Medical Leave Act (FMLA) time. In accordance with the FMLA, the Agency shall pay for medical and dental premiums for the first three (3) months of the leave in the same amount paid on behalf of the employee while at work.

#### 11.1.1 Accruals

An employee who has been injured on the job and is receiving Workers' Compensation shall continue to receive sick leave, vacation, and holidays.

#### 11.1.2 Exhaustion of Benefits

An employee who has exhausted Workers' Compensation payments and all accrued leaves may request a leave of absence without pay. An employee who fails to submit a written request for such leave before the expiration of Workers' Compensation payments and accrued leave shall be subject to disciplinary action and may be deemed to have automatically resigned.

#### 11.1.3 Reporting an Injury/Illness

An employee who is injured on the job shall, within twenty-four (24) hours, report on prescribed forms such injury to the employee's immediate supervisor. Failure to do so shall be a valid reason for disciplinary action.

### 11.2 Military Leave

The Agency shall grant military leave in accordance with the California Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). The Executive Director shall be properly notified in writing of impending leave at least two (2) months prior to the pending leave or as soon thereafter as possible.

### 11.3 Jury Duty

An employee shall receive his/her regular salary for any such period of required service as a juror or witness. All monies received from the courts for jury per-diem shall be surrendered to the Agency. Employees shall report for work when less than a normal workday is required by such duties.

When reasonable, an employee on jury duty will be administratively reassigned to day shift for the extent of such jury duty. The decision regarding such a change in shifts will be dependent on the jury duty requirements and duration.

### 11.4 Leave of Absence without Pay

Leave of absence without pay may be requested in writing by the employee to the Executive Director. Such leave may be granted at the discretion of the Executive Director. No holiday, vacation, sick leave, or other benefits are earned during the leave of absence. The leave shall be without pay. Leave of absence without pay may be granted only after all accrued vacation has been exhausted. The Executive Director may approve a leave prior to the exhaustion of all accrued vacation leave on a case by case basis.

### 11.5 Bereavement Leave

Upon approval of the Executive Director or designee, bereavement leave because of the death of a member of an employee's immediate family shall be granted with pay not to exceed three (3) working days. An employee may request additional time off and if approved may use from accrued leave balances.

An employee's immediate family shall mean employee's spouse/registered domestic partner, child/stepchild, child/stepchild of domestic partner, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather and grandchildren. Such leave shall not be charged against an employee's vacation or sick leave but shall be in addition to such leave. An employee may be requested to furnish satisfactory verification for use of family bereavement leave.

Additionally, the Executive Director will consider granting an employee time off for bereavement leave for others not designated in the above category and if approved, the employee may use accrued leave balances.

Leave taken under this Section will not count against an employee for the purpose of determining sick leave bonus eligibility.

### 11.6 Revocation of Leave

The Executive Director may revoke or terminate any leave of absence upon determining that the cause for granting it was misrepresented or has ceased to exist.

11.7 Family and Medical Leave Act

The Agency shall comply with the provisions of the federal Family Medical Leave Act (FMLA) and the State of California Family Rights Act (CFRA). FMLA/CFRA time shall run concurrently with sick, vacation and any other paid leave balances. If an employee exhausts all paid leave prior to the expiration of the FMLA/CFRA leave, the employee shall be entitled to unpaid leave for the duration of the eligible qualifying event. The employee shall have the option to use accrued compensatory time off (CTO) for an FMLA/CFRA-qualifying event.

11.8 Job Abandonment

Except as otherwise provided by applicable law, all absences require that the employee provide advance notice to and receive the approval of a supervisor. Except as otherwise provided by applicable law, an employee who is absent without notice and without supervisory approval for five (5) consecutive work days will not be paid for the period of absence and will be deemed to have abandoned his or her position and voluntarily resigned effective at the conclusion of the work day of the fifth consecutive absence.

The individual who has constructively voluntarily resigned shall be sent a confirmation of his or her constructive voluntary resignation from employment. Such confirmation shall be sent (by certified mail, return receipt requested) to the individual's last recorded address contained in his or her Agency personnel file. Such notice shall specify the date, time, and location at which the individual may meet with the Executive Director or his/her designee to provide any facts, other evidence, or arguments the individual may wish to offer to explain the absence and why it should not be deemed a constructive resignation. On request, the individual may ask for and be granted the right to have an Association representative in attendance at such meeting. The Executive Director (or designee) may reinstate the individual if, in the Executive Director's opinion, the information provided by the individual warrants such reinstatement.

ARTICLE 12. WAGES AND PAY PROVISIONS

12.1 Base wage rates of covered classifications in effect on the day before this MOU takes effect will remain unchanged except as provided in this MOU. Base wage rates effective July 1, 2018 for the Dispatch Assistant classification are listed below and in Appendix A. Base wage rates effective January 1, 2019 for all covered classifications are listed below and in Appendix A. Base wage rates effective January 1, 2020 and January 1, 2021, respectively, are listed in in Appendix A.

On the first day of the first full pay period falling on or after **July 1, 2018** the base wage rates of the Dispatch Assistant classification and employees in that classification shall be established as shown immediately below.

Dispatch Assistant classification:

<u>Step No.</u>	<u>Base Hourly Rate</u>
1	\$20.29
2	\$20.89

3	\$21.93
4	\$23.04
5	\$23.04

On the first day of the first full pay period falling on or after **January 1, 2019** the base wage rates of covered classifications and employees shall be adjusted as shown immediately below.

Dispatch Assistant classification:

<u>Step No.</u>	<u>Percent Increase</u>	<u>Resulting Hourly Rate</u>
1	0%	\$20.29
2	0%	\$20.89
3	0%	\$21.93
4	1.48%	\$23.38
5	6.51%	\$24.54

Dispatcher I classification:

<u>Step No.</u>	<u>Percent Increase</u>	<u>Resulting Hourly Rate</u>
1	0%	\$21.52
2	0%	\$22.16
3	0%	\$22.83
4	0%	\$23.52
5	0%	\$24.24

Dispatcher II classification:

<u>Step No.</u>	<u>Percent Increase</u>	<u>Resulting Hourly Rate</u>
6	2.6%	\$28.00
7	3.3%	\$29.00
8	3.7%	\$30.00
9	5.0%	\$31.00
10	6.3%	\$32.00

Dispatcher III classification:

<u>Step No.</u>	<u>Percent Increase</u>	<u>Resulting Hourly Rate</u>
1	8.4%	\$33.60
2	7.3%	\$34.27
3	6.3%	\$34.96

On the first day of the first full pay period falling on or after **January 1, 2020** the base wage rates of covered classifications and employees shall increase by two percent (2.0%) of the

base wage rates in effect on December 31, 2019. Said rates are reflected in Appendix A of this MOU.

On the first day of the first full pay period falling on or after **January 1, 2021** the base wage rates of covered classifications and employees shall increase by two percent (2.0%) of the base wage rates in effect on December 31, 2020. Said rates are reflected in Appendix A of this MOU.

## 12.2 Call Back Pay

When an employee is called back to work after he/she has completed an assigned shift and left the work site, the employee shall be credited for all hours worked or minimum of three (3) hours whichever is greater.

Call back time shall be paid at the overtime rate.

Time worked, for which the employee is entitled to compensation, shall include reasonable travel to the worksite not to exceed forty five (45) minutes.

## 12.3 Shift Differential and Rotation

### 12.3.1 Shift Pay

An employee shall be paid an additional Ninety Cents (.90¢) for each hour worked between 6:00 p.m. and 6:00 a.m.

### 12.3.2 Shift Rotation

Dispatchers on probation and/or with less than three (3) years of Agency service shall be required to change their shift choice once in every three rotations. Dispatchers with a minimum of three (3) years of experience within classification, or three (3) years of combined experience as a Dispatcher I/II or III shall not be subject to rotation provided there is equal distribution of skill levels among all shifts. The Agency reserves the right to place personnel by seniority to ensure equal staffing without a re-bid.

This provision does not apply to Dispatch Assistants.

### 12.3.3 Trades of Shift Rotations

Employees may trade shift rotations with other employees but the request must be approved by the immediate supervisor and Operations Manager prior to the posting of the work schedules. The Agency reserves the right to change individual employees' schedules in order to provide for a balance of skills, abilities and experience or due to conflicts between employees on the same shift. At the request of the Association, the Executive Director will meet to discuss the reasons for and the duration of any changes.



## 12.4 Bilingual Pay

Agency agrees to maintain the current bilingual pay plan and pay eligible employees one hundred fifteen Dollars (\$115.00) per month for bilingual pay. Qualifying second languages include Russian and Spanish.

## 12.5 Training Pay

The Agency shall pay Dispatch employees it assigns to train other Agency employees a five percent (5%) premium over the employee's base hourly wage rate for each such assignment of one (1) or more hours. Such premium will not apply to "sit-a-longs or to orientation of new employees or non-employee candidates for Agency employment.

## 12.6 Standby Duty (On-Call)

### 12.6.1 Notice

When an employee is assigned standby duty, the agency shall inform the employee of the dates and hours of such assignment at least one (1) week in advance, except in unforeseen circumstances.

### 12.6.2 Stand by Pay

Employees scheduled or placed on standby duty shall be paid at the rate of \$2.50 per hour on regular work days and days off for the entire scheduled period of such assignment (until such time as the employee is called and returns to work).

### 12.6.3 Requirements of Duty

Standby duty requires the employee so assigned:

1. To be ready to respond immediately to calls for service;
2. To be reachable by telephone or pager;
3. To remain within a reasonable distance of the work location; and
4. To refrain from activities that might impair the employee's ability to perform assigned duties.

## 12.7 Longevity Pay

Effective July 1, 2015, all employees who have completed ten (10) fifteen (15) and twenty (20) years of service shall receive the following monthly longevity pay increases to their regular monthly pay beginning with the anniversary of their 10<sup>th</sup>, 15<sup>th</sup> or 20<sup>th</sup> year.

10 years of service: \$115.00 per month

15 years of service: \$165.00 per month

20 years of service: \$215.00 per month

## 12.8 Court Overtime

If an employee covered by this MOU is required by subpoena to appear in court or to give a deposition as a result of action taken or observed within the scope of employment with the Agency, the employee shall receive their full pay while doing so with no loss of time if they are on regular duty.

If the employee is not on duty, the Agency shall compensate the employee at one- and-one-half (1½) times their regular rate of pay for two (2) hours or the actual time spent in any appearance, whichever is greater.

Court appearances cancelled with less than twelve (12) hours' notice on an employee's day off shall be compensated at a rate of two (2) hours, paid at the employee's regular rate of pay.

## ARTICLE 13. HEALTH, WELFARE AND RETIREMENT

### 13.1 Health Benefits

The Agency will provide a group medical insurance program through the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA) for all eligible employees.

#### 13.1.1 Flexible Benefits Plan

The Agency provides a Flexible Benefits Plan which includes medical, dental, vision and a cash option.

Upon proof of alternate medical insurance, the employee may opt out of medical coverage. Participation in the dental and vision coverage is mandatory and the premiums shall be deducted pre-tax from the employee's portion of the cash option provided for in Section 13.1.3.

Regular part-time employees who are regularly assigned to work more than twenty (20) hours and less than forty (40) hours per week will receive fifty percent (50%) of the full-time benefit.

The Agency shall provide the CalPERS medical plan provisions for coverage of registered domestic partners.

#### 13.1.2 Contributions to the Flexible Benefits Plan

The Agency shall contribute ninety percent (90%) of the CalPERS Sacramento Regional rate of the Kaiser HMO Employee+1 or Family plan or Eight hundred fifty dollars (\$850.00) for the Employee-Only plan, whichever is higher. The employee shall pay the balance of any remaining premium cost.

An employee who waives medical coverage may receive a cash distribution up to a maximum of five hundred dollars (\$500.00) per month and shall pay the employee portion of the dental and vision premiums out of that amount.

If medical premiums exceed the amount of the Agency's contribution into the Flexible Benefits Plan, the employee shall pay the remaining monthly premium through payroll deduction.

### 13.2 Dental Benefits

The Agency shall maintain the existing benefits provided through a group dental plan, as part of the flexible benefits plan. All employees are required to select the dental plan.

### 13.3 Vision Plan

The Agency shall provide vision insurance as part of the flexible benefits plan. All employees are required to select the vision plan.

### 13.4 Short/Long Term Disability Insurance

All employees are required to participate in the disability plan. Premium cost is based on salary and paid by the employee through payroll deduction. Any changes to the current disability plan shall be by mutual agreement of the Association and the Employer.

### 13.5 Life Insurance

The Agency shall provide for group life insurance equal to the employee's annual salary at the Employer's expense.

### 13.6 Changes in Insurance

The Agency and Association shall meet during the term of this Agreement at the request of either party to consider alternative medical, dental, vision, disability and life insurance plans. Other modifications or substitution of plans shall be by mutual agreement between the Association and the Employer.

### 13.7 IRS 125 Plan

The Agency will provide an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of salary to pay employee paid insurance premiums and other approved expenses. The Agency will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed thereof.

### 13.8 Retirement

The Agency contracts with California Public Employees' Retirement System (CalPERS) to provide for the following benefits:

### 13.8.1 PERS Plan for “Classic” PERS Members

In accordance with the Agency’s contract with CalPERS, employees hired on or before December 31, 2012 or who are recognized as “Classic” members by CalPERS shall receive 2%@55, single highest year compensation earnable formula, optional settlement 2W death benefit, two percent (2%) cost-of-living allowance (COLA) and unused sick leave conversion at retirement.

These employees shall pay, on a pre-tax basis through payroll deduction, the seven percent (7%) employee contribution.

### 13.8.2 PERS Plan for Employees Hired as New CalPERS Members

Employees hired on or after January 1, 2013 as new members to CalPERS, shall receive: 2%@62, highest thirty-six (36) month average pensionable compensation formula, optional settlement 2W death benefit, two percent (2%) cost-of-living allowance (COLA) and unused sick leave conversion at retirement.

These employees shall pay, on a pre-tax basis through payroll deduction, fifty percent (50%) of the total normal cost for their retirement plan as determined by CalPERS.

### 13.8.3 Medical

The Agency shall pay the CalPERS required monthly contribution toward the monthly premium for retiree medical coverage of an employee who retires after July 1, 1982, pursuant to the resolution adopted by YECA on May 9, 1989.

## ARTICLE 14. DISCIPLINE

### 14.1 Disciplinary Action Defined

Disciplinary action means a written reprimand, suspension without pay, demotion, reduction in pay, or discharge from Agency service. A demotion to the classification previously held and any reduction in pay attendant upon the failure of an employee to pass promotional probation does not constitute disciplinary action for purposes of this MOU.

### 14.2 Cause for Discipline

The Agency may take disciplinary action against a regular employee only for due cause. Due cause shall consist of any of the following grounds:

- (1) Incompetence or inefficiency on the job;
- (2) Insubordination;
- (3) Intoxication while on duty;

- (4) Negligence or willful damage to public property or the unauthorized use, theft or waste of public supplies or equipment;
- (5) The violation of any proper law or regulation, Agency policy or procedure (including the provisions of this MOU) or order made and given by a superior;
- (6) Dishonesty, including the falsification of an employment application or other Agency record;
- (7) Unauthorized absence from duty (including, but not limited to, failure to return to duty after an authorized leave);
- (8) Conviction of a felony or other crime involving moral turpitude; or
- (9) Other substantial on/or off-duty misconduct reasonably and directly related to the employee's public duties.

14.2.1 The Executive Director or his/her designee may transfer an employee or place him/her on administrative leave with pay pending investigation of allegations of misconduct if the Executive Director or his/her designee determines that it is in the Agency's and/or employee's interest to do so.

#### 14.3 Notice of Discipline

Before the Agency makes a final decision to impose disciplinary action on a regular employee, who has passed initial probation, by demotion, suspension without pay, reduction in pay or discharge, the Agency shall give the employee notice of the proposed disciplinary action, the reasons for the proposed action, a copy of the charges and materials upon which the proposed action is based, and the right to respond, either orally or in writing, within a specified period of not less than ten (10) calendar days in the case of proposed discharge). The notice shall include a statement advising the employee of the right to Association representation at the meeting. Any such meeting to hear the employee's response shall be conducted by an Agency designee. An employee who fails to respond either orally or in writing, within the time specified in such notice shall be deemed to have waived any and all right(s) to appeal or otherwise contest or challenge the proposed disciplinary action. The Agency designee shall cause a notice of the designee's decision to be sent to the employee, by certified mail, return receipt requested. The notice shall set forth any disciplinary action that will be imposed, and the effective date of that action. The notice shall further set forth the employee's right to appeal the decision as set forth in subsection 14.4 of this MOU.

#### 14.4 Appeal of Discipline

Except as provided in subsection 14.3 above, a regular employee who has passed initial probation and who is subject to disciplinary action by suspension without pay, demotion, reduction in pay, or discharge may appeal the action by filing a written grievance in the manner specified in Article 15 below. If the written grievance is not filed within the time limit specified therein, the employee and Association shall be deemed to have waived the right to appeal or

otherwise contest or challenge the disciplinary action and no proceedings shall be taken upon the appeal.

#### 14.5 Withdrawal of Written Reprimand

An employee who receives a written reprimand may, upon written notice to the Agency Director, have such reprimand removed from the employee's personnel file and destroyed if the employee has been subject to no further disciplinary action within the five years immediately preceding the date of the notice to the Agency Director.

### ARTICLE 15. GRIEVANCE PROCEDURE

#### 15.1 Purpose

The purposes of this Article are:

- (a) To equitably resolve employee grievances at the lowest level of administrative responsibility, if possible; and
- (b) To provide an orderly procedure for reviewing and promptly resolving grievances.

#### 15.2 Definition

"Grievance" shall mean a dispute of or claim challenging a disciplinary action as specified in Section 14.1 of this Memorandum of Understanding. A "grievance" also means any dispute which arises over the interpretation, application or alleged violation of this MOU or any policy or procedure presently in force or as may from time to time be adopted by the Agency on matters relating to the employee's employment relationship, unless otherwise provided in the Agency's policies or procedures.

#### 15.3 General Terms

15.3.1 No reprisal of any nature shall be taken against any employee for participating in the grievance procedure.

15.3.2 Any party may be represented or assisted at any level of the procedure by a representative of the party's choosing.

15.3.3 The grievant, the grievant's witnesses, and the grievant's representative shall suffer no loss of compensation or benefits while participating in the grievance procedure, which will include no more than thirty (30) minutes preparation time per grievance.

15.3.4 Grievances, other than Association grievances, shall be initially signed by the employee or employees filing the grievance.

15.3.5 There shall be no hearing, witness testimony, or cross-examination at any level prior to the hearing stage of the formal procedure.

## 15.4 Time Limits

15.4.1 The time limits specified in each step of the grievance procedure shall be strictly observed. The time limits may be extended only by mutual written agreement of the parties.

15.4.2 Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the Agency or the designated representative to whom the grievance is submitted to observe the time limit shall cause the grievance to automatically move to the next level of review. The Association shall notify the Executive Director in writing that the grievance is moved to the next step.

## 15.5 Access to Grievance

15.5.1 An employee, group of employees or the Association may file a grievance.

## 15.6 Procedure

### 15.6.1 Informal Grievance

The grievant shall initially present and discuss the grievance with his or her immediate supervisor and shall identify the presentation as the informal step of this procedure. Such presentation shall be initiated by the grievance within ten (10) calendar days of the event giving rise to the grievance, within ten (10) calendar days of the discovery of such event, but not longer than forty-five (45) calendar days after the event.

The presentation of a grievance to the grievant's immediate supervisor shall be a prerequisite to the institution of a formal grievance.

### 15.6.2 Formal Grievance

(1) Initiation. If the grievant believes that the grievance has not been resolved to his or her satisfaction after the informal presentation, the grievant may initiate a formal grievance. The formal grievance shall only be initiated by completing, verifying and filing the prescribed form with the grievant's Operations Manager within ten (10) calendar days after the informal presentation. The completed form shall contain:

- (a) The name of the grievant;
- (b) The class title;
- (c) The mailing address of the grievant;
- (d) A clear statement of the nature of the grievance citing applicable provisions of this MOU or the applicable policy or procedure;
- (e) The date upon which the event occurred forming the basis of the grievance;

- (f) A proposed solution to the grievance;
  - (g) The date of the execution of the grievance form;
  - (h) The date of presentation of the informal grievance and the name of the person to whom presented;
  - (i) The signature of the grievant;
  - (j) The nature and signature of the grievant's representative, if any.
- (2) Step One. Operations Manager Level. Within fourteen (14) calendar days after receipt of a formal grievance, the Grievant's Operations Manager shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing to be provided to the grievant.
- (3) Step Two. Executive Director Level. If the grievance is not resolved in Step One to the satisfaction of the grievant, the grievant may, within not more than ten (10) calendar days after receipt of the Operations Manager's decision or the expiration of the time limit for the Operations Manager's decision, file a written appeal to the Executive Director. Within fourteen (14) calendar days of receipt of the written appeal, the Executive Director or his or her designee shall investigate the grievance, which shall include a meeting with the concerned parties, unless such meeting is waived by mutual agreement of the parties and thereafter shall give a written answer to the grievant, which such answer shall be final and binding unless appealed by the grievant or Association.

Step two is the final step of appeal for all disciplinary actions up to and including suspensions of three (3) days without pay or less and the answer of the Executive Director shall be final and binding.

By mutual agreement, the parties may elect to utilize the services of a mutually agreed upon mediator or a State Mediator prior to Step 3 of the Grievance Procedure.

- (4) Step Three. Arbitration Level.
- (a) If a grievance has been properly processed through Step Two, and has not been resolved to the satisfaction of the grievant, then the grievant may appeal the grievance to Arbitration.
  - (b) To request Arbitration, the request for arbitration must be filed with the Executive Director within (10) days of receipt of an answer at Level Two of the Grievance Procedure, or expiration of the time limit for such answer.
  - (c) The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Mediation and Conciliation Service (SMCS) to provide a list of seven (7) names of persons qualified to act as arbitrators.



- (d) Within fourteen (14) calendar days following receipt of the above-referenced list, the parties shall select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.
  - (e) The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement.
  - (f) Upon completion of the hearing, the arbitrator shall prepare and forward to the Agency Executive Director and the Association written findings of fact. The decision of the Arbitrator shall be final and not subject to appeal.
- (5) Costs. Costs of the mediator/arbitrator (if any) shall be borne equally by both parties. This shall include costs of court reporter and transcription if mutually agreed upon prior to hearing.

## ARTICLE 16. SENIORITY

### 16.1 Definition Of

#### 16.1.1 Agency Seniority

Date of hire by the Agency into a regular full-time or part-time position shall be used for the calculation and bidding of vacation time.

#### 16.1.2 Classification Seniority

Classification seniority is defined as the period of most continuous service in the employee's classification, including higher classifications. Classification seniority shall be used to determine the order of shift bidding and layoffs. Probationary employees may be placed on a shift at the supervisor's discretion for purposes of training in designated employee classifications.

#### 16.1.3 Ties in Seniority

When two or more employees are hired on the same date, the order of seniority shall be determined by the employee's ranking upon hire or appointment to the classification.

#### 16.1.4 JPA Transfers

The Employer agrees to meet and confer over seniority issues of employees who transfer to YECA through the JPA and the impact on employees covered by this Agreement.

#### 16.1.5 Seniority List

The Agency shall provide a seniority list to the YCDA annually in August. The list shall include the employees' name, agency seniority, current classification and classification seniority date.

#### 16.1.6 Seniority upon Re-employment from Extra Help Status

A regular employee who has resigned his/her regular status position, but has stayed on as extra help, who is later rehired to regular status may retain seniority if:

- A. The extra help employee is rehired as regular employee within one year of his/her resignation from a regular status position. The employee's seniority will be reinstated for the continuous time served in a regular position prior to the resignation; or
- B. If it has been one year or longer since the extra help employee left full-time employment, the employee will only receive credit for the extra help hours worked for up to a maximum of two (2) years of seniority credit.

### 16.2 Seniority for Assignment of Overtime

#### 16.2.1 Overtime

##### Voluntary

Voluntary overtime will be given to the most senior employee requesting the overtime shift, providing that there is a reasonable distribution of overtime shifts for all employees requesting overtime. Regular employees shall receive first opportunity to sign up for posted overtime.

##### Involuntary

The Agency may assign employees to mandatory overtime to meet minimum staffing requirements. Employees so assigned will be the least senior, providing that there is a reasonable distribution of involuntary overtime for all employees.

## ARTICLE 17. LAYOFF

### 17.1 Layoffs

When, for reasons of lack of funds, lack of work, or the reduction in number of positions, the Governing Board has determined that a layoff is necessary, the appointing authority shall cause such layoff to be effected in accordance with the provisions of this Article.

#### 17.1.1 Notice

The employee shall be given written notice of layoff at least twenty (20) calendar days in advance of the effective date of such layoff. The notice of layoff shall include the following

information: the reason of the layoff, the effective date of the layoff, the displacement rights, and the employee's rights relating to the layoff.

#### 17.1.2 Scope of Layoffs

Layoffs will be by classification based upon seniority in that classification.

#### 17.1.3 Breaks in Seniority

Any employee laid off after acquiring regular status shall, after reinstatement, regain the seniority credit the employee possessed at the time of layoff.

Periods of approved absences shall be credited as continuous employment.

#### 17.1.4 Bumping Rights

Any employee who is laid off from a higher classification (including supervisors) shall have return rights to a previously held classification within the bargaining unit based on classification seniority as defined in 16.1.2.

#### 17.1.5 Preferential Rehire Rights

For a period of twelve (12) months, the names of employees who were laid off and/or reduced in class, or displaced, shall be placed on the reemployment list for their class at the time of layoff in the order of seniority. Any vacancy occurring in the class in which the employees have been laid off shall be filled by a person on preferential rehire status for that class, provided the person is qualified and available for the position.

An individual on preferential rehire status may accept extra help appointment or appointment to a temporary position and not lose preferential rehire status.

### ARTICLE 18. NO STRIKE CLAUSE

No Agency officer or employee shall engage in, encourage, or suggest any strike, work stoppage, slowdown, sick-in, mass resignation or any other similar job action which would involve or cause a substantial interruption or interference with the normal Agency work during the term of this MOU.

### ARTICLE 19. SEPARABILITY OF PROVISIONS

If any section, clause or provision of this Memorandum of Understanding is declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. Upon such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

ARTICLE 20. JOINT LABOR MANAGEMENT COMMITTEE

A Joint Labor Management Committee shall be convened at the written request of the Association up to a maximum of four (4) times per year. The Committee shall be comprised of three (3) employees appointed by the Association and an equal number of management employees and shall meet on Agency time. Appropriate topics for discussion include equipment and process changes, safety issues and updates on recruitment and staffing changes. Issues subject to meet and confer, grievances and disciplinary issues are not appropriate topics for the JLMC to review.

ARTICLE 21. RESIGNATION AND REINSTATEMENT

A regular employee who has resigned in good standing shall be eligible for re-employment with the Agency. Upon resignation, all accrued vacation, annual leave and compensatory time shall be paid to the employee. All accumulated sick leave shall be forfeited. If the employee is rehired within one year following the effective date of their resignation, they shall be eligible for seniority reinstatement.

Seniority shall be calculated by reducing the number of actual calendar days absent from employment during the one-year period, (i.e., an employee absent for one-hundred fifty (150) calendar days will lose one-hundred (150) calendar days of seniority). Seniority is defined in Article 16, in the MOU between YECA and YCDA.

Sick leave, vacation and annual leave will not be reinstated. Sick leave, vacation and annual leave shall be accrued in accordance with the established rate outlined in the MOU based on their date of reinstatement.

ARTICLE 22 - ENTIRE AGREEMENT

The Parties hereby acknowledge that each has had the unlimited right and opportunity to raise and meet and confer over any and all subjects within the scope of representation, and that the results of those discussions are set forth in the written MOU. This written MOU sets forth the full and complete MOU between the Agency and the Association on all subjects generally or specifically addressed and contained herein.

ARTICLE 23. TERM

This Memorandum of Understanding will be in full force and effect from July 1, 2018 through June 30, 2021. Either party may reopen this Memorandum of Understanding by notice to the other party no later than sixty (60) days prior to the expiration date of the MOU. The Side Letters attached hereto as Appendix B and C will remain in effect for the terms specified therein.

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[Signatures Next Page]

YOLO COUNTY DISPATCHERS' ASSOCIATION

YOLO EMERGENCY COMMUNICATIONS AGENCY

By: \_\_\_\_\_  
Stephanie Taylor, President

By: \_\_\_\_\_  
Dena Humphrey, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chris Brewer, Vice President

By: \_\_\_\_\_  
Leah Goodwin, Operations Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Amanda Garrison, Secretary

By: \_\_\_\_\_  
Corina Macias, HR Coordinator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kristen Root, Treasurer

By: \_\_\_\_\_  
Darrell Murray  
Labor Relations Consultant  
Industrial Employers & Distributors Ass'n

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chuck Flesher  
Labor Relations Consultant  
Mastagni, Holstedt, A.P.C

Date: \_\_\_\_\_

**APPENDIX A – BASE WAGE RATES**

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**Effective July 1, 2018 (Dispatch Assistant Classification Only)**

DISPATCH ASSISTANT CLASSIFICATION:

<u>Step No.</u>	<u>Base Hourly Wage Rate</u>
1	\$20.29
2	\$20.89
3	\$21.93
4	\$23.04
5	\$23.04

**Effective the first day of the first full  
pay period falling on or after January 1, 2019**

DISPATCH ASSISTANT CLASSIFICATION:

<u>Step No.</u>	<u>Base Hourly Wage Rate</u>
1	\$20.29
2	\$20.89
3	\$21.93
4	\$23.38
5	\$24.54

DISPATCHER I CLASSIFICATION:

<u>Step No.</u>	<u>Base Hourly Wage Rate</u>
1	\$21.52
2	\$22.16
3	\$22.83
4	\$23.52
5	\$24.24

DISPATCHER II CLASSIFICATION:

<u>Step No.</u>	<u>Base Hourly Wage Rate</u>
6	\$28.00
7	\$29.00
8	\$30.00
9	\$31.00
10	\$32.00

*DISPATCHER III CLASSIFICATION:*

<u>Step No.</u>	<u>Base Hourly Wage Rate</u>
1	\$33.60
2	\$34.27
3	\$34.96

**Effective the first day of the first full  
pay period falling on or after January 1, 2020**

*DISPATCH ASSISTANT CLASSIFICATION:*

<u>Step No.</u>	<u>Base Hourly Wage Rate</u>
1	\$20.70
2	\$21.31
3	\$22.37
4	\$23.85
5	\$25.03

*DISPATCHER I CLASSIFICATION:*

<u>Step No.</u>	<u>Base Hourly Wage Rate</u>
1	\$21.95
2	\$22.60
3	\$23.29
4	\$23.99
5	\$24.72

*DISPATCHER II CLASSIFICATION:*

<u>Step No.</u>	<u>Base Hourly Wage Rate</u>
6	\$28.56
7	\$29.58
8	\$30.60
9	\$31.62
10	\$32.64

*DISPATCHER III CLASSIFICATION:*

<u>Step No.</u>	<u>Base Hourly Wage Rate</u>
1	\$34.27
2	\$34.96
3	\$35.66

**Effective the first day of the first full  
pay period falling on or after January 1, 2021**

DISPATCH ASSISTANT CLASSIFICATION:

<u>Step No.</u>	<u>Base Hourly Wage Rate</u>
1	\$21.11
2	\$21.74
3	\$22.82
4	\$24.33
5	\$25.53

DISPATCHER I CLASSIFICATION:

<u>Step No.</u>	<u>Base Hourly Wage Rate</u>
1	\$22.39
2	\$23.05
3	\$23.76
4	\$24.47
5	\$25.21

DISPATCHER II CLASSIFICATION:

<u>Step No.</u>	<u>Base Hourly Wage Rate</u>
6	\$29.13
7	\$30.17
8	\$31.21
9	\$32.25
10	\$33.29

DISPATCHER III CLASSIFICATION:

<u>Step No.</u>	<u>Base Hourly Wage Rate</u>
1	\$34.96
2	\$35.66
3	\$36.37



## **APPENDIX B**

### **Side Letter**

The Yolo Emergency Communications Agency (“Agency”) and the Yolo County Dispatchers Association (“Association”) enter into the following Agreement (“Agreement”) in accordance with AB 119 (2017):

1. The Agency will notify the Association President of any new hire in a bargaining unit position within ten (10) days of hire. The notice will include, to the extent known to the Agency, the employee’s:
  - a. name
  - b. classification
  - c. date of hire
  - d. Work telephone number;
  - e. Home telephone number;
  - f. Personal cell phone number;
  - g. Personal email address;
  - h. Home address
2. The Agency will provide the Association the opportunity to access the orientation of each new Agency employees in the bargaining unit for the purposes set forth in Government Code section 3555.
3. The Agency will notify the Association in advance of the scheduled date, time and location of the orientation as provided in Government Codes section 3556.
4. The Association will be granted up to sixty (60) minutes at the commencement of the orientation to provide the employee with informational materials and otherwise communicate with the new employee(s) concerning the rights and obligations created by the Memorandum of Understanding, the role of the Association in negotiating and effectuating the terms of the Memorandum of Understanding, and to answer questions. One employee member of the bargaining unit selected by the Association will be released from duty to provide or assist the Association’s non-employee representative with the orientation.
5. The scheduled orientation period will not be extended, delayed, or rescheduled to accommodate failure of the Association representative(s) to timely appear for part or the entirety of the sixty (60) minute period, except by permission of the Agency Director (or designee).
6. The Agency will schedule the new employee to attend the Association presentation. However, the Agency will not compel the employee to attend the Association presentation if the employee wishes to refrain from such attendance. Nothing in this MOU shall be construed to abridge an employee’s rights under the Myers, Milias, Brown Act.

7. Any dispute over the meaning, interpretation, or application of this Agreement shall be resolved under the time limits and grievance procedure set forth in the Parties' 2018-21 Memorandum of Understanding.

8. This terms covered by this Agreement are negotiated independent of negotiations over the terms of the parties' general Memorandum of Understanding, as provided by AB 119 and the impasse procedures set forth therein. This Agreement shall remain in effect through December 31, 2021. It shall remain in effect on a year to year basis thereafter unless either party gives written notice to the other, within the one hundred eighty (180) days immediately preceding December 31, 2021 or the December 31 of a subsequent year if automatically renewed, that it wishes to renegotiate its terms.

Done this day, \_\_\_\_\_, 2018.

For the Agency:

For the Association:

By: \_\_\_\_\_  
Dena Humphrey  
Executive Director

By: \_\_\_\_\_  
Stephanie Taylor  
President

## APPENDIX C

### Parties:

The Parties to this Side Letter of Agreement (hereinafter “Agreement”) are the Yolo Emergency Communications Agency (hereinafter “Agency”) and the Yolo County Dispatchers Association (hereinafter “Association”).

### Background:

During the negotiations that culminated in the 2018-21 Memorandum of Understanding (“MOU”) between the Parties, the Association proposed that the Agency adopt a Retiree Health Savings Account plan for employees in the bargaining unit, and that it make contributions to the account of each such employee. The Agency rejected the proposal. However, the Agency expressed willingness to further study the various alternative vehicles that exist for retiree health savings. As a result, the Parties have entered into this Agreement.

### Terms:

Within the first twelve (12) months following adoption of the Parties’ 2018-21 MOU the Agency will study Retiree Health Savings Accounts, VEBAs and other possible methods available under the law to save efficiently for uninsured medical costs. If the Agency Executive Director and Board conclude that one or more such methods may merit implementation, it will notify the Association and meet with it to discuss possible implementation of that vehicle. However, it is understood that by initiating and having such discussion the Agency is not guaranteeing the implementation of such a vehicle or that it would make an Agency contribution to employee accounts within any such vehicle that may be implemented.

### Duration:

This Side Letter of Agreement shall expire on December 31, 2021 and will thereafter have no effect unless subsequently otherwise agreed in writing by the Parties.

Done this day, \_\_\_\_\_, 2018

For the Agency:

For the Association:

\_\_\_\_\_  
Dena Humphrey  
Executive Director

\_\_\_\_\_  
Stephanie Taylor  
President