

MEMORANDUM OF UNDERSTANDING

between

YOLO EMERGENCY COMMUNICATIONS AGENCY

and

YOLO COUNTY DISPATCHERS' ASSOCIATION

July 1, 2026 through June 30, 2029

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	3
2.4 Release Time	5
ARTICLE 3. MANAGEMENT RIGHTS.....	5
ARTICLE 4. BASE WAGE RATE AND RANGE IMPLEMENTATION	6
4.1 New Employees	6
4.2 Promotion.....	6
4.3 Demotion.....	6
4.4 Work Out of Class Pay.....	7
ARTICLE 5. HOURS OF WORK AND OVERTIME	7
5.1 Definition	7
5.2 Overtime.....	8
5.3 Compensatory Time Off.....	10
5.4 Posting/Notice of Schedule	11
5.5 Meal Periods.....	11
ARTICLE 6. PROBATION PERIOD	12
6.1 New Employees	12
6.1.1 Dispatcher Assistants.....	12
6.2 Upon Voluntary Demotion	13
6.3 Former Employees	13
6.4 Dismissal.....	13
6.5 Extension of Probation.....	13
ARTICLE 7. PERFORMANCE EVALUATION	13
7.1 Probationary Employees	13
7.2 Regular Employees.....	14

ARTICLE 8. HOLIDAYS	14
8.1 Holiday Pay	14
8.2 Floating Holiday	14
8.3 Holiday Pay for Regular Part-Time Employees.....	14
8.4 Pay for Holidays Worked	15
ARTICLE 9. VACATION	15
9.1 Eligibility	15
9.2 Accruals	16
9.3 Vacation Accrual for Regular Part-Time Employees.....	16
9.4 Maximum Vacation Accumulation	16
9.5 Vacation Bidding.....	16
9.6 Absence	18
9.7 Illness While On Vacation	18
9.8 Vacation Cash Out	18
ARTICLE 10. SICK LEAVE	19
10.1 Accrual	19
10.2 Sick Leave Usage.....	19
10.3 Sick Leave Usage While On Leave	20
10.4 Sick Leave Payoff.....	20
10.5 Sick Leave Incentive Pay	21
ARTICLE 11. LEAVES	21
11.1 On the Job Injury/Illness	21
11.2 Military Leave	22
11.3 Jury Duty	22
11.4 Leave of Absence without Pay	23
11.5 Bereavement Leave	23
11.6 Revocation of Leave	23
11.7 Family and Medical Leave Act.....	24
11.8 Donation of Paid Leave	24
11.9 Job Abandonment	25
ARTICLE 12. WAGES AND PAY PROVISIONS	26
12.1 Errors.....	26
12.2 Base Wage Rates.....	26
12.3 Call Back Pay	26
12.4 Shift Differential and Rotation	27
12.5 Bilingual Pay.....	27
12.6 Training Pay	28

12.7 Standby Duty (On-Call).....	28
12.8 Longevity Pay.....	29
12.9 Court Overtime and Appearance.....	29
ARTICLE 13. HEALTH, WELFARE AND RETIREMENT	30
13.1 Health Benefits.....	30
13.2 Dental Benefits.....	31
13.3 Vision Plan.....	31
13.4 Short/Long Term Disability Insurance	31
13.5 Life Insurance.....	31
13.6 Changes in Insurance	31
13.7 IRS 125 Plan	31
13.8 Retirement	32
ARTICLE 14. DISCIPLINE	33
14.1 Disciplinary Action Defined	33
14.2 Cause for Discipline	33
14.3 Notice of Discipline.....	34
14.4 Appeal of Discipline.....	34
ARTICLE 15. GRIEVANCE PROCEDURE	35
15.1 Purpose.....	35
15.2 Definition	35
15.3 General Terms	35
15.4 Time Limits	35
15.5 Access to Grievance	36
15.6 Procedure	36
ARTICLE 16. SENIORITY	38
16.1 Definitions	38
ARTICLE 17. LAYOFF	40
17.1 Layoffs.....	40
ARTICLE 18. NO STRIKE CLAUSE	41
ARTICLE 19. SEPARABILITY OF PROVISIONS	41
ARTICLE 20. JOINT LABOR MANAGEMENT COMMITTEE	41
ARTICLE 21. RESIGNATION AND REINSTATEMENT	42
ARTICLE 22. ENTIRE AGREEMENT	42
ARTICLE 23. TERM	42
APPENDIX A BASE WAGE RATES.....	44

MEMORANDUM OF UNDERSTANDING

Between the

YOLO EMERGENCY COMMUNICATIONS AGENCY

and the

YOLO COUNTY DISPATCHERS' ASSOCIATION

This Memorandum of Understanding is entered 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 et seq of the California Government Code (Meyers Miliias-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 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. 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 permanent 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 Association an authorization form provided and maintained by the Association. The Association shall determine the amount of the deduction and notify the Agency in writing. The deduction shall continue (1) until the employee revokes such authorization, in writing to the Association with written notification from the Association to the Agency to stop the deduction; or (2) until the transfer of the employee to a position not represented by the Association with written notification from the Association to the Agency to stop the deduction.

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 the employee's 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

Every four months (January, May, October) 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 with 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 New Hire Notification and New Employee Orientation (NEO)

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

The Agency will provide the Association with the opportunity to access the orientation of each new Agency employees in the bargaining unit for the purposes set forth in Government Code Section 3500 et seq .

The Agency will notify the Association in advance of the scheduled date, time and location of the orientation as provided in Government Code Section 3500 et seq.

The Association will be granted up to sixty (60) minutes during orientation, or within a reasonable time after the employee begins working assigned shifts, 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.

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).

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.

Any dispute over the meaning, interpretation, or application of this Agreement shall be resolved under the time limits and grievance procedure set forth in Article 15. Grievance Procedure.

2.4 Release Time

2.4.1 Negotiations

Two (2) 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.

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 their workstation without permission from their 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 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 Promotion

Employees may be reclassified from the classification of Dispatcher Assistant to the classification of Dispatcher I/II after demonstrating proven competency in established areas as defined in the Performance Evaluation Manual. Progression within the Dispatcher I/II series shall be based on demonstrated competency and completion of required training benchmarks.

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 may 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 benchmark core competency skills.

4.3 Demotion

If an employee is demoted as a result of disciplinary action 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 their same anniversary date.

When an employee voluntarily demotes to a previously held classification, their new base wage step is determined by their total continuous service accumulated in the higher classification. The employee will be placed at the step they would have achieved through normal step progression had they consistently served in the lower classification. The employee shall maintain their same anniversary date.

4.4 Work Out of Class Pay

An employee designated to act in a capacity in a higher position than their regular classification without a Supervisor or Dispatcher III in the room shall receive a five percent (5%) base wage rate premium.

An employee designated to act in a capacity in a higher position than their regular classification without a Supervisor or Dispatcher III on site shall receive a seven and one-half percent (7.5%) base wage rate premium.

Such increases 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 they 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.

For all employees hired by the Agency on or after January 1, 2013, who were not members of CalPERS through any previous employment, or who return to service after a break of more than six (6) months (i.e., 'new members' under Government Code, out-of-class pay is considered temporary upgrade pay and is not 'pensionable compensation' as defined by Government Code.

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 Definitions

Overtime paid at the overtime rate of pay is that time worked in excess of forty (40) hours in an employee's seven (7) day FLSA 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. Hours in other leave statuses such as CTO and Sick Leave do not count towards determining eligibility for the overtime rate of pay.

Voluntary overtime worked is time outside an employee's regular schedule that the employee signs up to work. Voluntary time worked may or may not be eligible for compensation at the overtime rate of pay.

Mandatory overtime worked is time outside an employee's regular schedule where the employee is ordered to work by the Employer. Mandatory overtime worked is paid at the overtime rate of pay.

5.2.2 Voluntary Overtime

Voluntary overtime will be given to the most senior employee requesting the shift, provided there is a reasonable distribution of overtime among all interested staff.

When posting overtime for a Dispatcher Assistant position, preference will be given to Dispatcher Assistant or a Dispatcher I released as a call-taker prior to their first radio release based on date-of-hire seniority. These employees shall have five (5) calendar days from the date of posting to sign-up before the shift becomes available to all other Dispatchers.

5.2.3 Mandatory Overtime

The Agency may assign mandatory overtime to meet minimum staffing requirements if positions cannot be filled through voluntary sign-ups or extra help. To ensure an equitable distribution, mandatory overtime will be assigned to the qualified employee with the fewest overtime and on-call hours worked in the previous thirty (30) days.

Assignment Criteria:

- A. Overtime will first be assigned to employees scheduled for an eight (8) or (10) hour shift. If multiple employees qualify, the employee with the least amount of overtime in the previous thirty (30) days will be selected.
- B. If no eight (8) or ten (10) hour day employee is readily available, the overtime will be assigned to the employee with the least amount of overtime in the previous thirty (30) day period.
- C. In the event of a tie, the employee with the least amount of Agency seniority will be assigned.

Short Notice Compensation: A permanent employee assigned overtime on a regularly scheduled day off, with less than five (5) days' notice, will be compensated at two-times (2x) the base hourly rate subject to Operations Manager approval. This does not apply to unforeseen circumstances such as, but not limited to, unexpected absences or increased staffing due to weather or short-notice member agency operations.

The Parties agree to meet before November 30, 2026, in order to discuss the issue of employees assigned overtime due to an unexpected absence.

Pay or Compensatory Time Off

Overtime eligible for the overtime rate of pay shall be earned at the rate of one-and-one half (1½) times the employee's hourly regular rate of pay for each hour of overtime. Time worked eligible for the overtime rate of pay can be taken as pay or compensatory time off (CTO) at the employee's choice. CTO is earned pursuant to 5.3.1 Rate.

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 Off

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

The accumulation of CTO in any single fiscal year will be limited to a maximum of eighty (80) 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 two hundred (200) hours.

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).

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 April and October of each year. Employees must provide a written request to the Executive Director, on the form specified by the Agency setting forth the specific number of comp hours the employee desires to cash out at least thirty (30) days in advance prior to April and October.

An employee whose comp balance is insufficient to receive the full amount of cash out indicated on the employee's request will receive cash out to the extent they have accumulated hours available in their comp account subject to the four (4) hour requirement above.

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 permanent (non-probationary) status at the successful completion of the twelve (12) month period. 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

Newly hired Dispatcher I/II personnel shall serve a total of eighteen (18) months as a probationary period. The probationary employee shall acquire permanent (non-probationary) 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 reclassified to Dispatcher I/II without a break in service shall receive credit toward the Dispatcher I/II probationary period for all time successfully served as a probationary Dispatcher Assistant and shall serve the remaining balance of the eighteen (18) month probationary period in the Dispatcher I/II classification.

6.1.3 Dispatcher III

A newly promoted Dispatcher III shall serve a probationary period of twelve (12) months.

6.1.4 Probationary Period Performance Evaluation

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

A new or promotional employee's probationary period shall be automatically extended by an equivalent amount of time that the new or promoted employee is in an approved unpaid leave status, including approved unpaid parental leave.

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

Holiday pay is additional compensation for employees who are normally required to work on an employer approved holiday because they work in positions that require staffing without regard to holidays. 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 their 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 are normally required to work on an employer approved holiday because they work in positions that require staffing without regard to holidays and are regularly scheduled or mandated to work or are on voluntary shift coverage, shall be entitled to receive holiday pay compensation at one-and-one half (1½) times their hourly rate of pay for all assigned 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:

Third Monday in January	Dr. Martin Luther King, Jr. Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
First Monday in September	Labor Day
November 11 th	Veterans' Day
Friday following Thanksgiving Day	
December 31 st	New Year's Eve

Regular employees who are normally required to work on an employer approved holiday because they work in positions that require staffing without regard to holidays and are regularly scheduled or mandated to work or are on voluntary shift coverage, shall be entitled to compensation at double (2X) time their hourly rate for the hours worked. Employees covered by this MOU shall receive pay for the actual date of the holiday worked, not the date observed by administrative personnel:

January 1st	New Years' Day
July 4th	Independence Day
Fourth Thursday in November	Thanksgiving Day
December 25th	Christmas Day

ARTICLE 9. VACATION

9.1 Eligibility

Regular employees shall begin to accrue vacation leave as described below upon the start of active employment with the Agency and are entitled to a paid vacation after thirteen (13) consecutive bi-weekly periods of employment. Vacation shall be taken only to the extent already accrued. Excluding Primary Vacation Requests (9.5.1), the use of leave-without pay (LWOP) mandates that all subsequent leave requests for a period of twelve (12) months be fully covered by accrued leave at the time of the request. Exceptions may be granted on a case-by-case basis.

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 at the start date of active employment:

0 thru 2 years	3.08 hours per bi-weekly period or 80.08 hours annually
3 thru 5 years:	4.62 hours per bi-weekly period or 120.12 hours annually
6 thru 11 years	5.61 hours per bi-weekly period or 145.86 hours annually
12 thru 14 years	6.16 hours per bi-weekly period or 160.16 hours annually
15 years	6.47 hours per bi-weekly period or 168.22 hours annually

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 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.

If an employee wishes to save some of their primary vacation time for a later date, they could submit for the time and have it covered with the following guidelines:

- The request must be submitted a minimum of 45 days in advance of the requested time off
- No other employee on the same shift is on a primary vacation during the requested time off
- The vacation must fall within the same February-January rotation of the bid

9.5.1 Primary Vacation Requests

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 six (6) to eleven (11) years of service will have the opportunity to bid for a third week, and subsequently, employees with twelve (12) years or more years of service will be eligible to bid for a fourth week of primary vacation.

The Executive Director or their 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).

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 Secondary Vacation Requests.

Two primary vacations can overlap by no more than one (1) day, on either the first or last day of the respective employee’s vacation.

The Employer will not assign mandatory overtime to employees for staffing shortages that occur on regularly scheduled days off immediately attached to an approved primary vacation request. This protection does not apply to other approved non-primary vacation requests.

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 their 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 6th year anniversary date) 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.

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 April and October for a total not to exceed forty (40) hours per calendar year. Employees must submit a written request to the Executive Director within thirty (30) days or less, of the HR document cut-off period for the second

pay period of the month 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 they have accumulated vacation hours available in their 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 qualified family member. Sick leave shall be granted only to the extent it has already accrued. For the purposes of this article, qualified family member shall mean the employee's spouse or registered domestic partner, sibling, parent or parent of the registered domestic partner, child or stepchild, child or stepchild of the registered domestic partner, any individual for whom the employee is the designated primary caregiver, and the employee's designated person per twelve (12) month period whose relationship is equivalent to a family relationship. 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 Parental Leave

Parental 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 Sick Leave Usage.

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 Sick Leave Usage.

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 ($\frac{1}{2}$) of any accumulated sick leave in excess of two hundred (200) hours upon their 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 continuously employed for twenty-six (26) bi-weekly pay periods 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 five hundred dollars (\$500). Any employee utilizing sick leave for less than 1.06% of all work time (including overtime) shall be eligible for an incentive bonus of six hundred dollars (\$600). 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 their 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

Extended 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

Employees who have completed thirty (30) days of service are entitled to receive up to five (5) days bereavement leave per occurrence of familial death. Upon approval of the Executive Director or designee, bereavement leave because of the death of a qualified family member shall be granted with pay up to three (3) working days of bereavement leave. Employees may elect to be paid for the remaining two (2) working days from their accrued leave balances. An employee may request additional paid time off and if approved may use accrued leave balances.

Leave time can be taken consecutively or intermittently and must be completed within three (3) months of the occurrence.

A qualified family member shall mean an employee's spouse or registered domestic partner, sibling, child or stepchild, child or stepchild of the registered domestic partner, uncle, aunt, nephew, niece, parent-in-law, sibling-in-law, grandparent, grandchildren and the employee's designated person per twelve (12) month period whose relationship is equivalent to a family relationship. 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). And 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 Donation of Paid Leave

11.8.1. GENERAL INFORMATION

11.8.1.1. Paid leave is defined as vacation, floating holidays, and sick leave. Per FLSA, Compensatory time off (CTO) is not an accrued "leave" but rather a form of "salary" or "wages". Time worked and banked as compensatory time off subsequently must be paid at the rate it was accrued to the employee in equivalent time or cash value.

11.8.1.2. Paid leave may be transferred from one employee to another in accordance with this policy upon the express written approval of the manager of both the employee proposed to receive the leave and the employee proposed to donate the leave. A transfer may be approved for up to four (4) pay periods at a time or lump sum within the current fiscal year.

11.8.1.3. Transfer of paid leave from one employee to another, pursuant to this policy shall be allowed only in unusual, unanticipated, emergency situations involving illness of an employee or a member of the employee's immediate family.

11.8.1.4. Transfers of leave under this policy may be made without regard to division or bargaining unit or rate of pay.

11.8.2. CRITERIA

11.8.2.1. A request for transfer of paid leave may be approved by the manager of the employee proposed to receive the leave, at their discretion, only when the following criteria are met:

11.8.2.1.1. The employee receiving transfer of paid leave shall provide the manager with a statement from a physician outlining the treatment plan for the patient and verifying the necessity of time off for the employee.

11.8.2.1.2. The employee requesting transfer of paid leave shall have exhausted all forms of leave accrued, including but not limited to sick leave, vacation, floating holidays, compensatory time and administrative leave.

11.8.2.2. No employee may donate more hours than they have currently accrued in sick leave, vacation and floating holidays. Employees donating sick leave shall not have that time counted against credit for YECA's Sick Leave Incentive.

11.8.2.3. Request for transfer of paid leave shall be submitted on forms provided by the Administrative Coordinator.

11.8.2.4. Forms for transfer of paid leave approved by the Manager must be submitted to the Administrative Coordinator.

11.8.2.5. If approved forms are not submitted timely, the employee will be on leave of absence without pay for that pay period or portion thereof for which the employee has insufficient paid leave.

11.8.2.6. For the purposes of this policy, paid leave shall mean sick leave, vacation time and floating holidays.

This policy may not be applied retroactively.

11.9 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 their 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 their 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 their Agency personnel file. Such notice shall specify the date, time, and location at which the individual may meet with the Executive Director or their 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 Errors

For errors of any kind resulting in overpayment of wages, employees shall reimburse the Agency through payroll deduction to cover the same number of pay periods in which the error occurred. Employees shall be allowed to also deduct accrued leave balances, with exception of sick leave for purposes of repayment. Should an employee separate from service before the overpayment is paid in full, the remaining balance shall be deducted from their final paycheck. Nothing precludes the Agency and the employee agreeing to a longer or shorter payment plan. In no event will retroactive payroll errors be made beyond the statute of limitations of the Fair Labor Standards Act.

12.2 Base Wage Rates

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.

Effective the first full pay period in July 2026, the Employer shall increase the base wage rates for all covered classifications by five percent (5.00%).

Effective the first full pay period in July 2027, the Employer shall increase the base wage rates for all covered classifications by two and one-half percent (2.50%).

Effective the first full pay period in July 2028, the Employer shall increase the base wage rates for all covered classifications by two and one-half percent (2.50%).

12.3 Call Back Pay

When an employee is called back to work after they have 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.

12.4 Shift Differential and Rotation

12.4.1 Shift Differential Pay

Shift differential is compensation paid to employees who are routinely and consistently scheduled to work other than a standard “daytime” shift, e.g., graveyard shift, swing shift, shift change, rotating shift, split shift or weekends.

Effective the first full pay period in July 2026, an employee shall be paid an additional one dollar and fifty cents (\$1.50) for each hour worked between 6:00 p.m. and 6:00 a.m.

Employees who work during graveyard hours for mandatory shift coverage or overtime coverage shall be paid shift differential as stated above. It is the understanding of the parties that shift differential under these circumstances is not pensionable pursuant to applicable CalPERS regulations.

12.4.2 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.

12.4.3 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.

12.5 Bilingual Pay

Bilingual pay is compensation paid to employees who are routinely and consistently assigned to positions requiring communication skills in languages other than English.

Effective the first full pay period in July 2026, the Agency agrees to pay eligible employees two hundred dollars (\$200) per month for bilingual pay.

Qualifying second languages include Russian and Spanish.

12.6 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, payable in quarter (1/4) hour increments, for hours actually spent training and training related activities. Such activities may include attendance at training meetings, preparing training related paperwork, academy instruction, working on training manuals and other training related activities. Such premium will not apply to "sit-a-longs or to orientation of new employees or non-employee candidates for Agency employment.

12.6.1 Training Bonus Pay

The training bonus allows for trainees to receive five hundred dollars (\$500) upon successful completion of training for the following twelve (12) week series for Call Taking, Fire Channel, and 1st Law Channel. For successfully completing the remaining two (2) Law Channels a trainee would then receive three hundred dollars (\$300) for the shorter span of time typical in training.

In addition to the five percent (5%) training compensation, a trainer shall receive \$1.04 per hour for each hour they are actively face-to-face training the trainee.

12.7 Standby Duty (On-Call)

12.7.1 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.

12.7.2 Standby 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).

12.7.3 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;
3. To remain within a reasonable distance of the work location and arrive within two (2) hours of notification; and
4. To refrain from activities that might impair the employee's ability to perform assigned duties.

12.8 Longevity Pay

Longevity pay is additional compensation paid to employees who have been with an employer for a certain minimum period of time exceeding five (5) years.

All employees who have completed five (5) years, ten (10) years, fifteen (15) years, and twenty (20) years of continuous service with the Agency shall receive the following monthly longevity pay to their regular monthly pay at the beginning of their 6th, 11th, 16th, and 21st, year of continuous service.

Completion of 5 years of continuous service	\$100.00 per month
Completion of 10 years of continuous service	\$200.00 per month
Completion of 15 years of continuous service	\$400.00 per month
Completion of 20 years of continuous service	\$500.00 per month

12.9 Court Overtime and Appearance

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.

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 their 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.

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 13.1.2 Contributions to the Flexible Benefits Plan.

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 or one hundred thousand dollars (\$100,000), whichever is less, 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 permanent (non-probationary) 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 their designee may transfer an employee or place them on administrative leave with pay pending investigation of allegations of misconduct if the Executive Director or their 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 permanent (non-probationary) 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 permanent 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 Grievance Procedure 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 their 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 their 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 their 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 ten (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 Definitions

16.1.1 Vacation Bidding Seniority

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

16.1.2 Shift Bidding Seniority

An employee's classification determines seniority for shift bidding as follows:

- Dispatcher Assistant - by the employee's effective date of hire as a full-time or part-time employee with the Agency.
- Dispatcher I/II - by the employee's effective date of hire as a full-time or part-time employee with the Agency.
- Dispatcher III - by the employee's effective date of promotion to the Dispatcher III classification.

Probationary employees may be placed on a shift at the supervisor's discretion for purposes of training in designated employee classifications.

16.1.3 Classification Seniority

Classification seniority is defined as the period of most continuous service in the employee's classification, including higher classifications.

Except in cases of disciplinary action, an employee who returns to a former job classification will receive seniority classification credit for their total continuous service across both the current and previously held positions.

16.1.4 Ties in Seniority

When two or more employees have the same Agency hire date, the order of Agency seniority shall be determined by the employees' application dates. If the application dates are the same, Agency seniority shall be determined by the respective employee's date of birth.

When two or more employees have the same classification appointment date, the order of classification seniority shall be determined by the employees' application dates. If the application dates are the same, classification seniority shall be determined by the respective employee's date of birth.

16.1.5 Seniority List

The Agency shall provide a seniority list to the YCDA annually in August. The list shall include each represented employee's name, Agency hire date, current classification and classification appointment date.

16.1.6 Seniority upon Re-employment from Extra Help Status

A permanent (non-probationary) employee who has resigned their permanent (non-probationary) status position, but has stayed on as extra help, who is later rehired to permanent (non-probationary) status may retain seniority if:

- A. The extra help employee is rehired as an employee within one year of their resignation from a permanent (non-probationary) status position. The employee's seniority will be reinstated for the continuous time served in a permanent 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.

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 (see 16.1.3 Classification Seniority).

17.1.3 Breaks in Seniority

Any employee laid off after acquiring permanent (non-probationary) 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 16.1.3 Classification Seniority.

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 classification 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 permanent (non-probationary) 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. Floating holiday hours will be paid out on a pro-rated basis. All accumulated sick leave shall be forfeited. The Agency will reinstate sick leave should an employee return from separation within twelve (12) months of separation. If the employee is rehired within the timeframe in the table below, they shall be eligible for seniority reinstatement:

Employee Separation 0 - 12months	Employee Separation over 1+ Years
All Agency service time	All Agency service time
Seniority less calendar days absent for new Seniority standing applying to shift bidding & vacation bidding	Seniority less calendar days absent for new Seniority standing applying to shift bidding & vacation bidding
Sick Leave balance from date of resignation reinstated on hire start date	No Sick Leave
Reinstate Vacation & Longevity Accrual Rate per Agency Service Years	Reinstate Vacation & Longevity Accrual Rate per Agency Service Years

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 fifty (150) calendar days of seniority). Seniority is defined in Article 16. Seniority.

Sick leave, vacation and longevity pay shall be accrued in accordance with the rates outlined in the MOU.

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, 2026 through June 30, 2029. 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.

SIGNATURES

YOLO COUNTY
DISPATCHERS' ASSOCIATION

YOLO EMERGENCY
COMMUNICATIONS AGENCY

Stephanie Taylor, President

Dena Humphrey, Executive Director

Date

Date

Brenda Bryant, Vice-President

Vanessa Hoyt, Operations Manager

Date

Date

Krista Bryant, Secretary

Date

Kristen Root, Treasurer

Date

Kristina Wicker-Estes, Chief Negotiator
Mastagni Holstedt, APC

Gregory Ramirez, Chief Negotiator
IEDA

Date

Date

APPENDIX A BASE WAGE RATES

Dispatch Assistant						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
FFPP July 2026	\$ 25.96	\$ 26.71	\$ 28.63	\$ 30.65	\$ 32.18	\$ 35.45
FFPP July 2027	\$ 26.61	\$ 27.38	\$ 29.35	\$ 31.42	\$ 32.98	\$ 36.34
FFPP July 2028	\$ 27.28	\$ 28.06	\$ 30.08	\$ 32.21	\$ 33.81	\$ 37.25

Dispatcher I						Dispatcher II				
	Step 1	Step 2 6-mo	Step 3 12-mo	Step 4 18-mo	Step 5 24-mo	Step 6 3-yrs	Step 7 4-yrs	Step 8 5-yrs	Step 9 6-yrs	Step 10 7-yrs
FFPP July 2026	\$ 25.96	\$ 26.71	\$ 28.63	\$ 30.65	\$ 32.18	\$ 40.83	\$ 42.28	\$ 43.75	\$ 45.21	\$ 46.66
FFPP July 2027	\$ 26.61	\$ 27.38	\$ 29.35	\$ 31.42	\$ 32.98	\$ 41.86	\$ 43.34	\$ 44.85	\$ 46.34	\$ 47.83
FFPP July 2028	\$ 27.28	\$ 28.06	\$ 30.08	\$ 32.21	\$ 33.81	\$ 42.90	\$ 44.42	\$ 45.97	\$ 47.50	\$ 49.03

Dispatcher III			
	Step 1	Step 2	Step 3
FFPP July 2026	\$ 49.00	\$ 49.98	\$ 50.98
FFPP July 2027	\$ 50.23	\$ 51.23	\$ 52.25
FFPP July 2028	\$ 51.49	\$ 52.51	\$ 53.56