


FILED

January 30, 2023

Agreement No. 22-09

BY 
DEPUTY CLERK OF THE BOARD

AGREEMENT

BETWEEN

HOUSING AUTHORITY OF THE COUNTY OF YOLO

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL 856

COVERING ALL EMPLOYEES IN THE MANAGEMENT AND GENERAL UNIT

JULY 1, 2021 THROUGH JUNE 30, 2025

TABLE OF CONTENTS

	Page
PREAMBLE	3
ARTICLE I - DEFINITIONS	3
ARTICLE II - RECOGNITION	6
ARTICLE III - UNION RIGHTS AND RESPONSIBILITIES	6
ARTICLE IV - YCH RIGHTS	10
ARTICLE V - COMPENSATION	12
ARTICLE VI - HOURS AND CONDITIONS OF WORK	15
ARTICLE VII - LEAVES OF ABSENCE, HOLIDAYS, AND VACATION	20
ARTICLE VIII - EVALUATION AND PERSONNEL INFORMATION	27
ARTICLE IX - CLASSIFICATION AND RECLASSIFICATION	28
ARTICLE X – SAFETY	29
ARTICLE XI - PROBATIONARY PERIOD	30
ARTICLE XII – TRANSFERS	31
ARTICLE XIII - LAYOFFS	31
ARTICLE XIV - GRIEVANCE PROCEDURE	35
ARTICLE XV - DISCIPLINARY PROCEDURE	39
ARTICLE XVI – MISCELLANEOUS	45

PREAMBLE

- A. This Agreement (hereinafter referred to as "Agreement") has been entered into by Yolo County Housing (hereinafter referred to as "YCH") and International Brotherhood of Teamsters Union, Local 856 (hereinafter referred to as "Union"). These parties have met and conferred in good faith, and this resulting Agreement has as its purpose the promotion of harmonious labor relations between YCH and the Union, establishment of an equitable and peaceful procedure for the resolution of differences regarding compliance with the Agreement, and the establishment of rates of pay, hours of work, and other conditions of employment in the general bargaining unit.
- B. The provisions of the YCH Personnel Policy and Procedure Manual and other YCH policies and rules are not a part of this Agreement and are applicable to bargaining unit members only to the extent the subject matter addressed therein is not addressed or contradicted in this Agreement.
- C. This MOU is the first MOU to cover both the General Bargaining Unit and the Management Bargaining Unit. Previously the units had their own separate MOUs. YCH and the Union understand there may be foreseeable yet missed and unforeseeable complications in combining the bargaining units into a single MOU. For that reason, this provision shall serve as a re-opener clause for the sole purpose of correcting language in this MOU to address the merging of the General Bargaining Unit and Management Bargaining Unit into this MOU.
- D. Persons who fill vacancies after September 1, 2000, in positions in the management bargaining unit shall serve at the will or the pleasure of the YCH Executive Director, may be discharged without prior notice and without cause, and may be subject to separate employment contracts.

ARTICLE I DEFINITIONS

Applicability of Definitions: Unless otherwise noted, the definitions in this article apply to the provisions of this Agreement only. Terms used in this Agreement shall, unless the context clearly indicates a contrary intent, have the meaning accorded them by the definitions in this article.

- A. Authorized Position: A specific work position within a job classification in the management or general bargaining unit which is or may be held by an employee and which the YCH intends to fill.
- B. Compensatory Time Off: Time off with pay in lieu of overtime pay for irregular or occasional overtime work.
- C. Continuous Employment: YCH employment which is uninterrupted except by

authorized paid absences.

- D. Demotion: An involuntary change in job classification to one in a lower wage range.
- E. Department: A major administrative branch of YCH involving a general line of work, with one or more employees working under the direction of one or more supervisors.
- F. Dismissal: Involuntary termination of a permanent employee's employment with YCH for cause.
- G. Employee: A person who is employed to serve in a YCH job position in the management or general bargaining unit or who is on an authorized leave of absence from such position, unless otherwise specifically provided in this Agreement. "Employee" as used herein is differentiated from "management bargaining unit employee." The term "management bargaining unit employee" shall solely refer to employees in the management bargaining unit.
- H. YCH Executive Director: The Executive Director (hereinafter referred to as "YCH ED") of YCH or their designee.
- I. Job Classification: Descriptive title of a certain type of job performed by a YCH employee in the management or general bargaining unit. Inherent in each classification are certain duties, responsibilities, and degrees of authority.
- J. Leave of Absence: When authorized, an absence from duty for a specified period of time. An employee on authorized leave may return to the same or a similar position at the end of the authorized leave period.
- K. Limited-Term Employees: A limited-term employee shall mean a person employed in a position for which YCH has no long-range funding or has uncertain funding. When funding for a limited-term position ceases, the position is abolished, and the limited employee's employment shall end.
- L. Merit Pay Increase: An increase in pay based upon satisfactory performance (as affirmed by the employee's supervisor who is not in the employee's bargaining unit).
- M. Migrant Seasonal Employees: A person hired to work in an assignment in the Migrant Center which assignment is intended to be occupied on less than a year-round basis. During their active duty, all migrant seasonal employees shall earn all benefits that accrue to employees in the general bargaining unit.
- N. Overtime: Work performed by non-exempt employees in excess of forty (40) hours per workweek.
- O. Pay Period: The pay period shall be bi-weekly payroll, beginning on every

other Thursday and ending on the second Wednesday of the period. The payment of salaries shall normally be made on the Wednesday following the end of the pay period.

- P. Performance Evaluation: A review and evaluation of an employee's performance and demonstrated capabilities in his/her authorized position by a person designated by the YCH ED who will normally be the employee's immediate supervisor not in the employee's bargaining unit.
- Q. Probationary Period: The probationary period is a step in YCH's hiring process. It allows YCH an opportunity to determine if this is the right person for the job. YCH will use the probationary period to continue its assessment of an applicant for regular employment. During the probationary period an employee serves at the will or the pleasure of YCH and may be discharged by the YCH ED without prior notice, without cause, and without a hearing. The probationary period for a new employee is one (1) year from the date of hire, unless the probationary period is extended for a longer period, in writing, by the YCH ED.
- R. Provisional Employee: A person employed to fill a vacant position on an acting or temporary basis, not to exceed one (1) year, or to fill a position where the regular employee is on extended disability leave. A provisional appointment shall not be authorized for longer than one (1) year. Provisional employees shall earn all benefits that accrue to employees in the general bargaining unit. Promptly after the appointment of a provisional employee to fill a vacant position, YCH must begin the open, recruiting process to fill the vacancy.
- S. Permanent Full-Time Employee: A YCH employee who is regularly assigned to work forty (40) or more hours per workweek in an authorized management or general bargaining unit position and has successfully completed the probationary period.
- T. Permanent Part-Time Employee: A YCH employee who is regularly assigned to work fewer than forty (40) hours per workweek in an authorized general bargaining unit position and has successfully completed the probationary period. Permanent part-time employees shall be entitled to salary and fringe benefits that accrue to permanent full-time employees, but on a pro-rata basis. Employees hired after January 1, 2021, shall not be entitled to health benefits unless they are regularly scheduled to work at least 30 hours in a week.
- U. Salary Range: A category which determines the minimum and maximum salary payable for an employment classification.
- V. Supervisor: A person who has day-to-day direction and responsibility over the work of one or more specific employees and who is not in the employee's bargaining unit.
- W. Suspension: A YCH-mandated temporary unpaid leave of absence, as

distinguished from administrative leave, which is a YCH-mandated temporary paid leave of absence.

- X. Temporary Employee: An employee hired for a specific purpose for a limited period of time or an employee who works on an on-call or as needed basis. A temporary employee has no reasonable expectation that s/he will be called or re-employed by YCH in the future. A temporary employee shall receive no YCH-paid benefits and is not a regular fulltime or regular part-time employee, regardless of the hours the temporary employee is scheduled to work. Temporary employment shall not be used to permanently displace bargaining unit positions.
- Y. Vacancy: An unfilled authorized management or general bargaining unit position which YCH intends to fill.
- Z. Workweek: The regular workweek shall consist of forty (40) hours. Employees may work a four (4) day ten (10) hours a day Monday through Thursday schedule or a five (5) day eight hours a day Monday through Friday schedule. YCH ED approval is required for all schedule changes. Any request for a change in schedule will be dependent on adequate staffing and supervision; however, requests shall not be unreasonably denied. Overtime shall be paid only for work performed by non-exempt employees in excess of forty (40) hours per workweek. For purposes of computing overtime pay, the workweek shall begin at 8:00 a.m. Thursday and run through 7:59 a.m. the following Thursday morning.

ARTICLE II RECOGNITION

YCH hereby recognizes the Union as the sole and exclusive collective bargaining agent for the regular employees in the general bargaining unit in the following job classifications, subject to the right of an employee to represent himself/herself as provided in Government Code section 3502:

- Housing Specialist I/II
- Housing Inspector
- Client Services Coordinator
- Lead Client Services Coordinator
- Resident Manager
- Property Manager
- Maintenance Worker I/II
- Senior Maintenance Worker
- Lead Senior Maintenance Worker
- Office Assistant I/II
- Finance Specialist I/II
- Accounting Assistant I/II
- Accounting Technician

Senior Migrant Center Coordinator
Migrant Center Coordinator

YCH hereby recognizes the Union as the sole and exclusive collective bargaining agent for the regular employees in the management bargaining unit in the following job classifications, subject to the right of an employee to represent himself/herself as provided in Government Code section 3502:

Facilities and Maintenance Manager
Grants Program Manager
Housing Program Supervisor
Housing Programs Manager

ARTICLE III UNION RIGHTS AND RESPONSIBILITIES

A. Dues Deductions

YCH agrees to establish payroll deductions for members of the Union for the normal and regular membership dues. All payroll deductions shall be subject to the following conditions:

1. Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by YCH. Such forms shall be those which are currently used. Any changes or modifications in the forms shall be agreed upon between YCH and the Union.
2. Such deductions shall be made only upon submission to YCH of said authorization form duly completed and executed by the employee and the Union.
3. The Union will be responsible for submitting to YCH any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with YCH. YCH may devise a payroll deduction input document for use by the Union.
4. YCH will remit to the Union a check for all the dues deductions.
5. YCH must approve, in advance, all payroll deductions other than Union membership dues and has discretion to not approve such deductions.
6. The Union agrees to indemnify, defend, and hold YCH and its officers, agents, and employees harmless against any claims made, and against any suits instituted against them or any one of them on account of any payroll deduction made pursuant to this Section A.

B. Hold Harmless and Indemnification

The Union shall promptly refund to YCH any amounts paid to the Union in error under this Section.

C. Employee Rights

Employees covered by this Agreement shall have all rights specified in Government Code section 3502. Employees shall be free to join or refrain from joining employee unions.

D. Union Stewards And Union Representation

1. YCH recognizes and agrees to deal with the accredited Union job stewards and non-employee representatives of the Union in all matters relating to grievances and the interpretation of this Agreement.
2. A written list of the Union job stewards shall be furnished to the YCH ED upon request, and the Union shall notify the YCH ED promptly in writing of any changes of job stewards.
3. The number of Union job stewards shall not exceed three (3). Any change in the number of stewards shall be made only by mutual written agreement of the YCH ED and the Union.
4. While a steward for the bargaining unit of the aggrieved employee or a representative of the Union may investigate the specified grievance and assist in its presentation, investigation shall not occur during work time of either the steward or the aggrieved employee. If additional time is needed beyond the rest break and mealtime, a reasonable amount of release time will be allowed subject to prior scheduling and agreement with the employee's supervisor and steward's supervisor.
5. Upon notification to the YCH ED, a representative of the Union who will be representing the employee in the grievance and appeal procedure may visit YCH at any time mutually agreeable to the YCH ED and the Union representative for the purpose of preparing the case for appeal. The YCH ED shall not unreasonably withhold agreement.
6. A representative of YCH, at the YCH ED's option, may accompany the parties. In addition, the representative and the Union President, or his/her designated representative may privately interview employees, one at a time, in possession of facts relevant to the grievance. Employees may decline to be interviewed. The interviews shall be held at a place provided by YCH, not during an employee's work time, and for a reasonable period of time. If additional time is needed beyond the rest break and mealtime, a reasonable amount of release time will be allowed subject to prior

scheduling and agreement with the employee's supervisor and steward's supervisor.

7. During any such visits, representatives, job stewards, and Union officers shall not in any way interfere with the orderly and efficient operation of YCH.
8. The YCH ED shall, upon written request of the Union, meet monthly at a mutually agreed upon time with such job stewards of the Union who desire to attend the meeting. The purpose of any such meeting is to informally discuss matters of concern and/or interest to either party. The Union business agent may attend the meeting.

E. Union Business

1. Members of the Union Negotiating Committee shall be granted leave from duty with pay and benefits for the purpose of negotiating the terms of an agreement when such negotiating meetings take place at a time during which such members are scheduled to be on duty. Leave from duty shall not be granted for the purpose of planning for or preparation for negotiations.
2. Authorized non-employee Union representatives may have access to YCH work locations after first notifying the YCH ED of the time of a visit to a work location and the nature of the business to be transacted, for the purpose of investigation and processing of grievances, if contact with bargaining unit members shall occur only on rest breaks or meal periods and not during work time. For grievance investigation and processing, if additional time is needed beyond the rest break and mealtime, a reasonable amount of release time will be allowed subject to prior scheduling and agreement with the employee's supervisor and steward's supervisor.
3. YCH shall make available to the Union, upon its reasonable request, any existing documents, statistics, and records relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.
4. YCH shall provide the Union with copies of all personnel actions related to management or general bargaining unit members as they are issued, unless instructed otherwise by the employee. As used in this section, "personnel actions" shall be defined as all written notices of actual disciplinary actions (suspensions, demotions, reductions of pay step in class, or dismissals), notices of proposed disciplinary actions, and layoff notices.
5. The Union shall be permitted, with the prior written notification to the YCH ED, to place ballot boxes in YCH work locations for the purpose of

collecting unit members' ballots on all Union issues subjected to ballot except ballots described in law and except ballots regarding job actions. Such boxes shall be the property of the Union, and neither the ballot boxes nor the ballots shall be subjected to the YCH's review. YCH shall not be responsible for damage to or loss of Union ballot boxes.

6. Incidental personal use of computers is permitted for business-oriented communication between bargaining unit employees and paid staff of the Union. Such personal use of YCH computers must not consume more than a trivial amount of resources, must not interfere with employee productivity, must not interfere with or preempt any YCH business, and must not be for the purpose of planning for or engaging in any concerted activities against YCH. Any such communications are not privileged or confidential.
7. Employees may use YCH's messenger service for Union business, provided no violations of law are permitted and further provided letters shall not be placed in the messenger service, nor shall it be used for planning for or engaging in any concerted activities against YCH.

F. Bulletin Boards And Housing Authority Vehicles

1. For purposes of posting Union notices, YCH shall provide the Union with space on bulletin boards currently in any facility where the Union has employees it represents. Such notices may be posted by the Union. These same bulletin boards shall be utilized for the posting of job examination announcements and seniority lists.
2. In the event a dispute arises concerning the appropriateness of material posted by the Union, the Principal Officer of the Union will be advised by the YCH ED of the nature of the dispute, and the posted material will be removed until the dispute is resolved.
3. Without prior permission from the YCH ED, employees shall not place on any YCH vehicle, facility, or property any Union decals, placards, or other Union insignia or sign or non-Union material.

G. List Of Employees

Upon written request of the Union, YCH shall provide the Union with a list of management or general bargaining unit members. YCH shall not be obligated to provide such list more than once per three calendar months.

- H. The State Mediation and Conciliation Service may conduct any election required by law or required pursuant to a written agreement between the Union and YCH.

ARTICLE IV YCH RIGHTS

- A. All matters not specifically enumerated as within the scope of representation in Government Code sections 3500-3511 and/or designated as rights shared with the Union are reserved to YCH. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
1. The legal, operations, geographical, and organizational structure of YCH, including the chain of command, division and allocation of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 2. The financial structure of YCH, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
 3. The acquisition, disposition, number, location, types, and utilization of all YCH properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, services, and activity functions assigned to such properties;
 4. All services to be rendered to the public and to YCH personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency, and standard of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed;
 5. The utilization of personnel not covered by this Agreement, including but not limited to substitutes, consultants, supervisory and managerial personnel, so long as such utilization does not result in the layoff of existing bargaining unit members; and the methods of selection and assignment of such personnel;

6. YCH's policies, procedures, objectives, goals, and programs, including but not limited to housing admission, rejection, and exclusion; personnel; housing residents; public health and safety; racial and ethnic balances; and emergency situations with respect to such matters;
 7. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of YCH; equal employment policies and programs to improve the YCH's utilization of women and minorities; the assignment of unit members to any location and also to any facilities, functions, activities, departments, tasks, or equipment; and the determination as to whether, when, and where there is a job opening;
 8. The job classification and the content and qualifications thereof;
 9. The duties, schedules and standards of performance of all employees; and whether unit members adequately perform such duties and meet such standards;
 10. The dates, times, and hours of operation of YCH's facilities, functions, and activities;
 11. Safety and security measures for housing residents, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties of all personnel with respect to such matters;
 12. The rules, regulations, and policies for all unit members (which are not subject to meet and confer requirements), housing residents, and the public;
 13. The retirement of unit members under PERS for disability; and
 14. The termination or layoff of unit members, consistent with law, as a result of the exercise of any of the rights of YCH not limited by the language of this Agreement.
- B. All other rights of management of YCH not expressly limited by the language of this Agreement are also expressly reserved to YCH.
- C. The exercise of any right reserved to YCH herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of YCH's right or preclude YCH from exercising the right in a different manner, nor does the Union waive any rights guaranteed by law.
- D. YCH retains its rights to temporarily amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency,

for the purposes of this Article, shall be an incident where the safety or health of the public or employees is at threat.

- E. The explicit language of the other Articles of this Agreement shall take precedence over this Article in any dispute between the parties as to the violation of this Agreement.
- F. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the reserved rights of YCH is not subject to the grievance provisions set forth in this Agreement. However, this provision does not prevent the grievability of shared rights if found in the other language in the Articles of this Agreement.
- G. YCH's right to appoint, promote, transfer, demote, suspend, reduce pay in class, separate, and/or terminate the employment of YCH personnel is vested in the YCH ED.

ARTICLE V COMPENSATION

- A. When new positions in the management or general bargaining unit are established by YCH or if the job description of an existing position in the bargaining unit is substantially changed, YCH shall assign a proposed wages range to the position and forward the information to the Union for review. Pending review and any resulting negotiations, YCH may pay wages in the proposed wage range to affected employees.
- B. Wages: During the term of this MOU, salary adjustments for all members shall be as follows:
 - 1. There shall be no salary adjustments for the period of July 1, 2021 through June 30, 2022.
 - 2. All members as of the date of adoption of this MOU, shall receive one-time compensation in the amount of one thousand dollars (\$1,000.00) within thirty (30) days of adoption of this MOU.
 - 3. Effective the first day of the pay period including July 1, 2022, a five percent (5%) salary increase.
 - 4. Effective the first day of the pay period including July 1, 2023, a three percent (3%) salary increase.
 - 5. Effective the first day of the pay period including July 1, 2024, a three percent (3%) salary increase.
- C. Anniversary Date: The anniversary date for each employee for purposes of merit pay annual increases is the employee's first day of paid service in probationary status.

D. Merit Pay Annual Increase:

1. Each bargaining unit classification shall have a wage range which includes five steps. Permanent full-time employees will receive and shall be entitled to a one step increase in wages annually on his/her anniversary date (up to the top (fifth) step in the range) during the term of this Agreement unless his/her overall job performance has been evaluated by his/her evaluator as less than satisfactory. In that event, the employee shall remain at the same wage until s/he has received the next annual evaluation and has received an overall performance rating of satisfactory or higher at which time, prospectively, the employee shall receive the one step increase. An employee shall automatically receive the one step increase after thirty (30) calendar days from the anniversary date if no annual evaluation has been given.
2. A new probationary employee shall not be entitled to a merit pay (annual) increase during the probationary period, even if such period is extended beyond one (1) year.
3. Denial of a merit pay (annual) increase based upon less-than-satisfactory performance shall not be subject to the grievance procedure, but a less-than-satisfactory rating that causes a denial of the merit pay increase may be appealed to the YCH ED. The YCH ED's decision shall be final and binding on the parties.

E. Longevity Steps:

As of the date of adoption of this MOU, the longevity steps for employees shall be as follows:

Employees hired prior to January 1, 2022. Employees shall receive two and one-half percent (2.5%) increase in salary after eight (8) years of continuous service to YCH from their most recent date of hire. Employees shall receive two and one-half percent (2.5%) increase in salary after eleven (11) years of continuous service to YCH from their most recent date of hire. Employees shall receive two and one-half percent (2.5%) increase in salary after fifteen (15) years of continuous service to YCH from their most recent date of hire. Employees shall receive two and one-half percent (2.5%) increase in salary after twenty (20) years of continuous service to YCH from their most recent date of hire. Employees who separate from YCH but reinstate within one (1) year of separation shall be deemed to have continuous service with YCH but the time not employed by YCH during the break in service will be excluded in calculating longevity.

Employees hired on or after January 1, 2022. Employees shall receive two and one-half percent (2.5%) increase in salary after ten (10) years of continuous service to YCH from their most recent date of hire. Employees shall receive two and one-half percent (2.5%) increase in salary after fifteen

(15) years of continuous service to YCH from their most recent date of hire. Employees who separate from YCH but reinstate within one (1) year of separation shall be deemed to have continuous service with YCH but the time not employed by YCH during the break in service will be excluded in calculating longevity.

F. Health and Welfare Benefits:

1. Upon execution of this Agreement YCH shall implement a cafeteria benefit plan for medical, dental and vision insurance plans for each employee. Under the cafeteria benefit plan, employees shall receive a monthly amount to put towards the cost of medical, buy-up dental and vision insurance. The following rates are effective as of the date of adoption of this MOU:
 - a. Employee only: \$785.00/mo.
 - b. Employee plus one dependent: \$1,382.00/mo.
 - c. Employee plus family: \$1,762.00/mo.
 - d. No coverage (medical): \$575.00/mo.
 - e. All current employees 65 and older shall only receive medical benefits in the amount of the employee plus one dependent supplemental/managed Medicare employer contribution.
2. Stop Loss Provision. PERS medical insurance rates are adjusted annually and the new rates go into effect on the first day of the calendar year (January 1st). If during the term of this MOU, the cost of the least expensive medical insurance plan increases, YCH shall make a corresponding increase to the cafeteria plan amount, excluding "No coverage" (cash in lieu), by an amount not to exceed \$50.00 per month, to help meet the increased cost of medical insurance. This assessment shall take place, and adjustments made, each January 1st during the term of the MOU. The \$50.00/mo. per calendar year allotment is not cumulative and unused amounts do not carry forward to the next calendar year.
3. YCH shall pay \$88 per month towards basic dental premiums for all covered employees. This is in addition to the amounts paid as set forth in Article V, subdivision F.1.a.
4. Married employees shall not individually select employee only plans and shall decide amongst themselves whom shall be the designated employee for the purposes of enrollment in the employee chosen plan. All dependents shall be enrolled under the designated employee's plan.
5. Employees may select from the PERS medical insurance plans now in effect. Unless there is a written agreement between the parties to leave

the PERS medical plans, the medical plans utilized through PERS will remain in effect. Employees must continue dental coverage. Buy up dental and vision coverage is optional.

6. Any amount remaining in the cafeteria plan after payment of medical, buy-up dental and vision insurance premiums selected by the employee or any amount remaining of any opt out payment shall be paid as wages.
7. Employees who are adequately covered by other non-Covered California health insurance may opt out of YCH sponsored health insurance once per year during the open enrollment period. Eligible employees must complete YCH's Opt Out form and provide written proof of qualifying medical coverage for themselves and all of their eligible dependents. Effective the first full pay period following execution of this Agreement, employees who opt out of YCH sponsored health insurance will receive a combined contribution of five hundred and seventy-five dollars (\$575.00) per month from which vision and buy-up dental premiums may be deducted and the remainder will be paid to the employee as taxable earnings. This amount will be prorated for part-time employees. If the required Opt Out form and proof of other qualifying coverage is not received by the YCH ED or designee during the annual health insurance open enrollment period, the employee shall be automatically enrolled in the lowest cost available health plan for the upcoming plan year and shall be responsible for any employee required contribution toward employee only health insurance coverage. During the term of this Agreement, the total dollar value of YCH's combined contribution shall not be reduced.

Benefits for part-time employees hired after January 1, 2021 shall be prorated for employees working seventy-five percent (75%) or more.

G. Retiree Health Benefits.

Employees who retire from YCH through CalPERS within 120 days of separation from employment with the Agency shall receive a YCH contribution toward their retiree health premium as described below.

1. All current employees on the date of adoption of this MOU, who retire on or before June 30, 2024, shall receive the following amounts for retiree health benefits:
 - a. Employee only: \$785.00/mo.
 - b. Employee plus one dependent: \$1,382.00/mo.
 - c. Employee plus family: \$1,762.00/mo.
2. All current employees on the date of adoption of this MOU, who retire after June 30, 2024, shall receive the following amounts for retiree health benefits:

- a. Employees with 0-15 years of service for YCH shall receive the minimum statutory CalPERS health contribution toward retiree health benefits. The 2022 minimum is \$149/month.
 - b. Employees with 16-20 years of service for YCH shall receive \$625.00/mo.
 - c. Employees with 21-25 years of service for YCH shall receive \$800.00/mo.
 - d. Employees with 26 or more years of service for YCH shall receive \$1100.00/mo.
3. All YCH employees hired after the date of adoption of this MOU, shall receive the following amounts for retiree health benefits:
- a. Employees with 0-15 years of service for YCH shall receive - the minimum statutory CalPERS health contribution toward retiree health benefits. The 2022 minimum is \$149/month.
 - b. Employees with 16-20 years of service for YCH shall receive \$250.00/mo.
 - c. Employees with 2-25 years of service for YCH shall receive \$375.00/mo.
 - d. Employees with 26 or more years of service for YCH shall receive \$500.00/mo.

4.

H. Bilingual Differential.

Employees qualifying as bilingual in a language as spelled out in the Agency's LEP or otherwise deemed to be a benefit to the Agency pursuant to a test given by an outside provider selected by YCH shall receive differential pay in the amount of \$50.00 per month for employees having Level I Translation for a second spoken language other than English, \$65.00 per month for employees having Level II Translation for a second spoken language other than English and \$85.00 per month for employees legally qualifying as bilingual in a second language other than English with respect to reading, writing and speaking. This provision shall not apply where only single non-English speaking ability (e.g. Spanish) is the requirement for a particular job classification or assignment. Employees who speak, read and write more than one language other than English are eligible for only one bilingual differential pay.

ARTICLE VI

HOURS AND CONDITIONS OF WORK

A. Alternate Work Schedules

1. Any employee or group of employees desiring an alternate work schedule may request in writing that such be established by YCH.
2. YCH shall work with any covered employee so desiring to establish a flexible forty hour per week schedule under the terms of this Agreement. The final determination and approval of any such flexible schedule shall be made by the YCH ED based on the reasonable needs of YCH.

B. Mileage:

An employee shall be entitled to reimbursement for each mile traveled on YCH business in his/her private vehicle.

1. Travel between home and office is not reimbursable.
2. Travel from office to office and return, on YCH business, is reimbursable.
3. Travel between home and a YCH business destination (not regular office) may be only partially reimbursable. Only the mileage in excess of the usual home/office round trip commute is reimbursable.
4. All mileage claims are due within thirty (30) days after incurred. A check will be issued to the employee during the next accounts payable run, but not later than fourteen (14) days. The rate of reimbursement shall be equal to the rate approved by the Internal Revenue Service without attribution to income.

C. Meals:

1. Employees shall be entitled to reimbursement for reasonable and necessary meal expense incurred while on official YCH business in an amount equal to federal per diem rate set for the Sacramento/Yolo area, excluding where those incidentals are included in the cost of the training or conference.
2. Employees will be reimbursed for reasonable and necessary meal expenses incurred and approved during the next scheduled accounts payable processing, but not more than thirty (30) days after submission.
3. Meal reimbursement shall be made in conformance with IRS regulations. Receipts are not required for per diem reimbursements

at the rates consistent with IRS regulations.

D. Lodging:

Employees shall be entitled to reimbursement for reasonable and necessary lodging while out of the County on official YCH business, as approved.

E. Advance Travel:

YCH may provide employees with advance travel funds.

F. Miscellaneous Travel:

1. Costs of taxi fares, telephone calls, internet access, business center services (i.e. printing, computer use) and similar items necessarily incident to the performance of official business shall be considered reimbursable items.
2. Reimbursement for these costs, where receipts are not available, shall be submitted to the YCH ED to determine the reasonableness of cost, and shall be paid upon the YCH ED 's written approval.
3. Hourly employees shall be paid for time spent traveling round trip and attending work related activities including conferences and trainings with prior approval of such attendance or travel according to state and federal law.

G. Timekeeping

1. Accurately recording time worked is the responsibility of every employee. Federal and state laws require YCH to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is defined as the time actually spent on the job performing assigned responsibilities.
2. Employees shall accurately record the time they begin and end their work as well as the beginning and ending time of any split-shift or departure from work.
3. Altering, falsifying, or tampering with time records, or recording time on another employee's time record is cause for disciplinary action, up to and including immediate dismissal from employment, pursuant to the procedure set forth in this Agreement.
4. It is the employee's responsibility to submit his/her time record and to certify the accuracy of all time recorded. Employees are prohibited from submitting another person's time record for that person. The supervisor

shall review and then approve the time record before submitting for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes.

5. YCH may implement a time-clock system for recording time worked and may develop and promulgate rules for employees in the use of such a system.

H. Breaks:

During each full workday, employees are entitled to two (2) paid rest periods of fifteen (15) minutes each. To the extent possible, employees shall take their first rest period approximately two (2) hours after their work start time and their second rest period approximately two (2) hours before their work end time. Since rest periods are counted as hours worked, employees must not be absent from the worksite during the allotted rest period without the permission of their supervisor. Rest periods cannot be saved and used to extend lunch or to leave early/come in late to work.

I. Overtime

1. Except as provided below, all hours actually worked in excess of the standard forty (40) hour work week by a non-exempt employee shall be paid at the overtime rate (one and one-half (1 ½) times the employee's regular rate of pay during non-overtime hours), in accordance with the Fair Labor Standards Act (FLSA). All time paid for hours not worked (e.g., paid holidays, sick leave, vacation, comp time, etc.) shall not count toward the forty (40) hour threshold for overtime. Except as otherwise provided in this section, all overtime hours must be authorized in advance.
2. When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled by their supervisor to work overtime hours. Advance notification of these mandatory assignments will be provided whenever possible. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. No employee may work overtime without the prior approval of his/her supervisor for that particular overtime work. However, Senior Maintenance Worker and Senior Migrant Center Coordinator class staff or above are authorized to provide up to three hours of overtime work for after-hours emergency repair situations without prior approval of the supervisor. Any additional time over this three-hour authorization must have prior approval of the supervisor.
3. Time worked: Employees shall record all time worked including time worked over their normal schedule on the time sheet at the time it actually occurs. Compensatory Time Off (CTO) will be logged on a daily basis.

4. Weekends: Weekend work does not automatically qualify for CTO. Hours worked on Saturday/Sunday qualify only if qualified as overtime hours.

J. Compensatory Time Off (CTO)

For each pay period in which an employee works authorized overtime, the employee shall choose whether the employee is to be paid for the overtime or is to receive Compensatory Time Off (CTO). CTO for overtime is earned at the same rates as overtime pay. For the term of this Agreement, no employee may accrue more than one hundred (100) hours of compensatory time off credit. There is no employee buy-back right for accumulated CTO, except at termination of employment.

On July 1, 2024, employees will no longer maintain the option to elect to receive CTO as compensation for authorized overtime worked; and thereafter will only be paid overtime compensation for authorized overtime worked. Employees who have accrued CTO but have not used it by July 1, 2024, shall retain such CTO in their leave bank until such CTO is used; or in the alternative, the employee shall receive the cash equivalent for CTO upon separation from YCH.

K. Call Back Pay

When an employee is called back to work after s/he has completed an assigned shift and has left the work site, the employee shall be credited for two (2) hours of work, plus all time worked in excess of two (2) hours in which the employee is continually engaged in assigned work. The time worked for which the employee is entitled to compensation shall include reasonable travel to and from the employee's residence via the shortest commonly traveled route.

L. Stand By Duty

1. Assignment of stand-by duty will be mandatory to the Senior Maintenance Worker class or above at the discretion of management. Stand by duty may be assigned to Maintenance II Worker class by management. When an employee is assigned stand-by duty, the employee's supervisor or management shall attempt to inform the employee at least one (1) week in advance except in unforeseen circumstances. Stand-by duty shall be assigned on a weekly basis. In the event an employee is unable to fulfill the stand-by duty due to illness or other reasons, it is the employee's responsibility to find a backup. The employee shall notify the supervisor in the event of any changes to the stand-by duty schedule. If the employee is unable to find a backup, the employee shall contact the supervisor for assistance.
2. Employees on stand-by duty shall be paid at the rate of two dollars (\$2.00)

per hour for all hours on stand-by duty. If an employee who is on stand-by duty is called back to work, s/he shall be paid for those hours worked at their regular rate of pay, including overtime pay if applicable. An employee is not entitled to stand-by pay for call back hours worked.

3. Stand-by duty requires the employees so assigned:
 - a. To be ready to respond immediately to calls for service;
 - b. To be reachable by telephone;
 - c. To remain within a reasonable distance of the work location; and
 - d. To refrain from activities which might impair their ability to perform assigned duties.

M. Uniform Allowance.

YCH shall provide a reasonable uniform and work boot allowance for employees required to wear uniforms in an amount to be determined by YCH management and listed in YCH's Uniform Policy.

ARTICLE VII LEAVES OF ABSENCE, HOLIDAYS AND VACATION

A. Attendance and Absences.

1. One of the basic indicators of an employee's performance is regular attendance. An employee must be on time. Whenever an employee is unable to come to work or will be more than a few minutes late, the employee must let his/her immediate supervisor know of the expected absence or late arrival as soon as possible.
2. If an employee is sick or injured and cannot come to work, YCH needs an employee's cooperation to properly cover her/his job. Therefore, an employee must notify his/her immediate supervisor/Department Head that s/he will be absent and of when s/he expects to return to work. If an employee does not know his/her return date, the employee must call his/her immediate supervisor/Department Head each day within the one (1) hour period before the beginning of his/her regularly scheduled shift.
3. If an employee knows in advance that s/he is going to be absent, s/he must schedule the absence with his/her immediate supervisor/Department Head a reasonable time in advance of the absence.
4. Excessive absence and failure to report absence on time may lead to discipline, up to and including dismissal from employment. Absences

are excessive if they occur frequently or if they show a pattern.

B. Holidays

1. YCH management and general bargaining unit employees that work a four day a week, ten hours a day schedule shall be entitled to the following holidays with ten (10) hours of holiday pay:
 - a. Independence Day-July 4th
 - b. Labor Day-(1st Monday of September)
 - c. Veteran's Day (November 11th)
 - d. Thanksgiving Day (4th Thursday of November)
 - e. Day After Thanksgiving
 - f. Christmas Day (December 25th)
 - g. New Year's Day (January 1st)
 - h. Martin Luther King Jr.'s Birthday (Observed 3rd Monday of January)
 - i. President's Day (3rd Monday in February)
 - j. Memorial Day (last Monday in May)
 - k. Two (2) Floating Holidays. (See Section B.7, below.)
 - l. All other days appointed by the President of the United States or Governor of the State of California for a public fast, thanksgiving or holiday and approved by the YCH.

2. YCH management and general bargaining unit employees that work a five day a week, eight hours a day schedule shall be entitled to the following holidays with eight (8) hours of holiday pay:
 - a. Independence Day - July 4th
 - b. Labor Day (1st Monday of September)
 - c. Veteran's Day (November 11th)
 - d. Thanksgiving Day (4th Thursday of November)
 - e. Day After Thanksgiving

- f. Christmas Day (December 25th)
 - g. New Year's Day (January 1st)
 - h. Martin Luther King Jr.'s Birthday (Observed 3rd Monday of January)
 - i. President's Day (3rd Monday in February)
 - j. Memorial Day (last Monday in May)
 - k. Five (5) Floating Holidays. (See Section B.7, below.)
 - l. All other days appointed by the President of the United States or Governor of the State of California for a public fast, thanksgiving or holiday and approved by the YCH.
3. On June 17, 2021, the Federal Government recognized Juneteenth National Independence Day as a federal holiday. YCH and the Union understand and appreciate the importance of Juneteenth and desire to honor that recognized holiday. Accordingly, bargaining unit employees shall be entitled to eight (8) hours of holiday pay for Juneteenth National Independence Day.
 4. Should a holiday fall on a scheduled workday, the employee shall take that workday off. Should a holiday fall on a non-scheduled workday, an employee shall be entitled to take off the previous or subsequent workday to the holiday at YCH's discretion.
 5. If a holiday falls during an employee's approved vacation period, the employee will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.
 6. Employees on leave of absence for any reason are ineligible for holiday benefits for holidays that are observed during the period they are on leave of absence.
 7. Employees who are required to work on a holiday shall be compensated at one and a half (1 ½) times the employee's regular rate of pay.
 8. Employees shall be credited with their floating holiday time on July 1 of each year. Floating holiday time may be taken at any time during the year with the advance approval of the employee's immediate supervisor.

Employees that work a four day a week, ten hours a day schedule shall be allowed to carryover ten (10) hours of floating holiday leave from the previous fiscal year but in no event shall an employee's floating holiday

leave balance exceed thirty (30) hours.

Employees that work a five day a week, eight hours a day schedule shall be allowed to carryover eight (8) hours of floating holiday leave form the previous fiscal year but in no event shall an employee's floating holiday leave balance exceed forty-eight (48) hours.

Upon termination of employment, the employee's unused floating holiday(s) shall be paid at his/her current straight-time rate.

Full-time employees hired after July 1 shall receive a prorated amount of floating holiday time from their initial date of hire.

C. Vacation

1. Paid vacation is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits.
2. Temporary employees are not eligible for vacation leave. All other management and general bargaining unit employees shall be entitled to accrue vacation days beginning on the first day of employment. Permanent full-time and part-time employees are eligible to earn and use vacation time at a pro rata accrual rate, depending on the number of hours worked per workweek. Probationary full-time and part-time employees are eligible to earn non-vested vacation time at a pro rata accrual rate beginning on the first day of employment, depending on the number of hours worked per workweek. During the first six months of employment for a probationary employee, credit for vacation time is earned but does not accrue or vest and is not usable within the first six months of employment. The non-vested vacation credit earned by probationary employees will become vested and usable after six months of employment is completed.
3. In order to allow a well-coordinated schedule, employees shall submit their request for vacation leave at least thirty (30) calendar days prior to when they would like to take their vacation. Employees shall electronically submit their request for vacation for approval by their immediate supervisor. Vacation requests shall not be unreasonably denied.
4. The maximum amount of paid vacation time, monthly accrual rate, and maximum vacation accrual amounts increase with length of service. The maximum vacation time and maximum permissible accruals listed in this section are in addition to any compensatory time off (CTO) to which the employee may be entitled.
5. Vacation Accrual for Regular, Full-Time Employees hired prior to January 1, 2021:

Years of Service	Maximum Vacation Hours per Year	Accrual Rate (Hours/Month)	Maximum Permissible Accrual
3 Years or Less	80 Hours	6.67 Hours	200 Hours
After 3 Years	120 Hours	10.00 Hours	300 Hours
After 11 Years	128 Hours	10.67 Hours	320 Hours
After 12 Years	136 Hours	11.33 Hours	340 Hours
After 13 Years	144 Hours	12.00 Hours	360 Hours
After 14 Years	152 Hours	12.67 Hours	360 Hours
After 15 Years	160 Hours	13.33 Hours	360 Hours
After 16 Years	168 Hours	14.00 Hours	360 Hours

6. Vacation Accrual for Regular, Full-Time Employees hired on or after January 1, 2021:

Years of Service	Maximum Vacation Hours per Year	Accrual Rate (Hours/Month)	Maximum Permissible Accrual
5 Years or Less	80 Hours	6.67 Hours	320 Hours
After 5 Years	104 Hours	8.67 Hours	320 Hours
After 10 Years	120 Hours	10.00 Hours	320 Hours
After 15 Years	136 Hours	11.33 Hours	320 Hours
After 20 Years	160 Hours	13.33 Hours	320 Hours

The accrual rates in the above table are based on a forty-hour work week. Part-time employees will accrue vacation on a pro rata basis based on the number of hours worked during a week.

7. An employee who reaches the maximum accrual amount does not accrue

additional vacation leave until they utilize vacation leave so that there is room under the maximum accrual cap. The maximum accrual amount is three hundred sixty (360) hours.

8. Any employee who has accrued compensatory time in excess of one hundred (100) hours shall be ineligible to accrue any further CTO. Employees having existing CTO balances in excess of one hundred hours at the effective date of this Agreement, shall not have such balances reduced by this provision, but once such employees have used that portion of excess CTO leave and reduced their CTO balance to or below one hundred hours, the hundred hour limit shall be the maximum amount of CTO all such employees may accrue.
9. An employee continues to accrue vacation leave while on any authorized and compensated paid leave but does not accrue any vacation leave during any leave without pay.
10. Upon separation from YCH employment, employees will be paid for unused vacation time, CTO, and floating holidays. Probationary employees will not receive payment for non-vested vacation or floating holiday time if separation occurs prior to six months of employment. The employee's current rate of pay on the date of termination will be used to calculate payment.
11. An employee who becomes ill while on vacation and desires to claim sick leave rather than vacation leave shall make such a request as soon as possible after s/he desires sick leave to begin. YCH may require a medical doctor's certification that the employee has been examined and is ill.

D. Vacation Sell Back

Employees may sell back up to eighty (80) hours of their vacation leave balance during any fiscal year so long as they maintain at least a minimum balance of forty hours (40) of vacation leave after any such sell back. Employees may elect to sell back hours more than once a year, but not more than eighty (80) hours annually.

E. Sick Leave

1. Sick leave is an employee benefit provided by the YCH for periods of temporary absence due to illnesses or injuries. YCH temporary employees are not eligible for sick leave. All other YCH management or general unit employees, including probationary employees, shall be entitled to accrue sick leave. It is not an earned right to be used like vacation time. Sick leave is granted to an employee when s/he must be absent from duty because of an illness or injury.
2. All regular full-time employees shall accrue eight (8) hours of sick leave with pay for each one month of service. Regular part-time employees shall accrue sick leave at their pro rata rate. Sick leave shall be credited as of the

first of each month following the completion of one (1) month of employment. All unused sick leave may be carried forward into the next year.

3. Pay for any day of sick leave absence shall be the same as the pay that would have been received had the employee worked on the day of illness.
4. Employees who are unable to report to work due to illness or injury shall notify their supervisor by telephone before the scheduled start of their workday. Their supervisor must also be contacted on each additional day of absence, unless other arrangements have been made with the supervisor. All employees may be required to submit a physician's written verification of the employee's illness or injury for any such absence.
5. Notwithstanding the provisions of this section E, and recognizing a potential for abuse of sick leave, YCH may employ reasonable means to determine the validity of any sick leave use when warranted.
6. Sick leave may be applied to:
 - a. An absence due to an employee's personal illness or injury, diagnosis, care or treatment of an existing health condition, or preventative care.
 - b. An absence in the event that the employee must provide care for their spouse/domestic partner, child, or other member of their household; and mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, or granddaughter who may not live in the household.
 - c. YCH shall comply with all the provision of Labor Code section 233. Sick leave usage allowed under Labor Code section 233 shall nto be subject to the requirements of sick leave verification.
7. Bereavement leave because of the death of a member of the employee's family (spouse/domestic partner, child, father, mother, stepfather, stepmother, brother, sister, stepchild, guardian or ward, grandmother, grandfather, grandson, granddaughter) shall be granted for a maximum of five (5) work shifts per incident. One (1) work shift of bereavement leave shall be YCH paid and the additional four (4) work shifts shall be charged to accrued but unused leave balances or taken as unpaid leave.

F. Leaves of Absence

It is YCH's policy to grant leaves of absence under certain circumstances to all eligible employees on a nondiscriminatory basis. Except as otherwise indicated, all leaves of absence approved by YCH are on an unpaid basis.

Subject to any applicable legal restrictions, requests for leaves of absence will be considered on the basis of the employee's length of service, performance, level of responsibility, the reason for the request, and YCH's ability to obtain a satisfactory replacement during the time the employee is away from work.

G. Pregnancy-Related Disability:

YCH will fully comply with all applicable laws related to pregnancy leave and pregnancy related disability rights.

H. Legally Required Leaves of Absence:

YCH will fully comply with all applicable laws related to legally required leaves of absence.

I. Absence Without Authorization

1. If an employee is absent without proper authorization or approval, deduction shall be made from his/her pay for the period of absence and may be considered sufficient cause for suspension or dismissal of the employee.
2. Absence without authorization or approval of more than five working days shall be considered abandonment of position and be cause for immediate dismissal.

J. Notice on Application of Leave

Any employee who is off work on pregnancy disability leave, industrial accident leave, or non-industrial disability leave (SDI) may choose to have accrued paid sick leave, vacation leave, or compensatory time applied to time off, or may choose not to have such paid leave applied. When an employee requests leave under any of the provisions mentioned above, s/he must indicate in writing before or two weeks after leave begins a preference that paid accrued leave is not to be used. In the absence of a written statement of preference from the employee that paid accrued leave is not to be used, YCH will charge paid accrued leave in an amount equal to the difference between the amount of workers' compensation or SDI benefits to which the employee is entitled and the employee's full wage or salary. Under no circumstances may the employee be paid more than his/her full wage or salary.

K. Management Leave.

Employees in the management bargaining unit are exempt from the overtime provisions; as consideration therefore, management bargaining unit employees shall receive 80 hours of paid management leave per year. Management leave in the amount of eighty (80) hours shall be granted to management bargaining

unit employees on July 1 of each year. Management leave usage shall be subject to approval of the YCH ED.

For new members of the management bargaining unit, management leave shall be prorated based on the date the management bargaining unit employee became part of the unit.

On July 1 of each year, management bargaining unit employees shall be allowed to carry over up to twenty (20) hours of management leave from the previous fiscal year up to a maximum of one hundred (100) hours, but in no event shall a management bargaining unit employee's management leave balance exceed eighty (80) hours as of January 1.

Management leave shall accrue and be available to a manager only if their performance is, in the sole determination of the YCH ED, satisfactory or higher in all categories of duties and responsibilities. In the event a manager separates from employment with YCH, they will not be required to pay back any portion of management leave previously taken, nor will YCH pay any manager for management leave left on the records after separation of employment.

ARTICLE VIII EVALUATION AND PERSONNEL INFORMATION

A. Performance Evaluation

1. The performance of each employee shall be evaluated by the YCH ED at least once each year, except in the employee's probationary period during which the employee shall be evaluated more frequently (but not more than three (3) times without an extension of the probationary period). The immediate supervisor of the employee shall recommend evaluation contents and ratings to the YCH ED and after considering the recommendations, the YCH ED shall make the final determination, complete the evaluation, and provide a copy to the employee within thirty (30) calendar days following the employee's anniversary date. If the completed performance evaluation is not provided to the employee within thirty (30) calendar days following the employee's anniversary date, the employee shall be considered to have received a "satisfactory" evaluation for purposes of any applicable merit or longevity increases. The format for the evaluation (i.e., the evaluation document) shall be developed by mutual agreement of the YCH ED and the Union; until that agreement is reached, the YCH ED 's determination of the evaluation documents shall be in effect.
2. If an employee feels that a performance evaluation is in error, they may request a meeting with the YCH ED to review the evaluation. The employee shall specify in writing any issues of disagreement. The YCH ED shall render a written decision on the controverted issues within ten (10) working days of the receipt of the request for review. The request for review

may be filed only if the employee receives an overall rating of less than satisfactory. Within fifteen (15) calendar days after receiving a final evaluation, the employee may file a written response to the evaluation with the YCH ED, and the response shall be attached to the evaluation in the personnel file.

3. The performance ratings in an evaluation are not subject to the grievance procedure. Violations of the evaluation procedure are grievable but one or more procedural errors shall not result in invalidation of an evaluation unless the errors were material and adversely affected the employee's ability to perform their duties satisfactorily and obtain an overall satisfactory rating.

B. Personnel Information

All employee personnel files are the property of YCH. An employee's permanent personnel file contains application materials, payroll records, performance appraisals, supervisory notes and records, and any administrative action related to the employee's employment. Employees may request materials be placed in their personnel file; however whether such request is granted is in the sole discretion of the YCH ED. This personnel file is maintained under the supervision of the YCH ED. It is confidential and only those with the responsibility and the need to know will have access to it. Employees who wish to see their personnel files may make arrangements by contacting the YCH ED or designee.

All employees are required to notify the YCH ED or designee in writing as changes in their personnel information occur. Notification of changes of address, telephone number, marital status, number of dependents, insurance beneficiaries, educational accomplishments, or emergency information should be submitted as soon as possible in order to keep payroll, insurance, benefits, and personnel information accurate and up-to-date.

**ARTICLE IX
CLASSIFICATION AND RECLASSIFICATION**

A. Classification

The Board of Commissioners shall determine the need for and number of positions and the classifications necessary to perform YCH services. The Board of Commissioners retains the right to create or abolish any position or classes of positions, subject to any transfer or layoff rights provided by this Agreement.

B. Reclassification

1. Any employee may petition the YCH ED or designee with a request to initiate a position classification review.

2. If the YCH ED or designee authorizes a position classification review, the review shall be scheduled at the YCH ED's or designee's discretion.
3. Position classification determinations are made by the Board of Commissioners and are not subject to the Agreement's grievance procedure.
4. An approved position classification will be effective on the date set by the Board of Commissioners.

C. Salary Placement Related To Reclassification

1. If the position is reclassified to a class having the same salary range, the salary and anniversary date of the employee shall not change.
2. If the position is reclassified to a class having a higher salary range, the employee so reclassified shall receive no less than their current salary. If their current salary falls between steps in the new classification, the employee shall be placed in the next highest salary step. The employee shall receive a new salary anniversary date upon the reclassification.
3. If the position is reclassified to a class having a lower salary range, the employee so reclassified shall receive the maximum pay in the new range, excluding longevity ranges. The employee shall not receive a new anniversary date.
4. Where an entire class of positions in any department is reclassified, the employee incumbents in the positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, the reclassified position(s) shall be filled by the YCH ED first from employee incumbents in the positions within the department who have been in the position(s) for one year or more.
5. Reclassification of a position to a position with a higher salary range and greater responsibility shall be considered a promotion, and provisions regarding probationary period and rejection during probation shall apply.

**ARTICLE X
SAFETY**

A. Working Conditions

1. YCH shall maintain adequate rest room, lavatory, and existing lunchroom facilities for use by YCH employees.
2. YCH will do its best to maintain adequate heating and cooling and ventilation

at YCH workstations.

3. Pursuant to applicable law and YCH's intent to provide a safe and healthful work environment, YCH employees are prohibited from smoking in all YCH facilities and vehicles.

B. Safety Committee

1. Five (5) employees of YCH will make up the Safety Committee. The Safety Committee shall consist of the following staff members:
 - a. Safety Coordinator;
 - b. Department Managers;
 - c. Supervisors, and;
 - d. Two employees (rotating basis).
2. The Committee shall inquire into matters relating to safe working conditions and make recommendations to the YCH ED as appropriate.

**ARTICLE XI
PROBATIONARY PERIOD**

- A. The probationary period of all new management and general bargaining unit employees shall be one (1) year from the date of hire. The probationary period is a step in YCH's hiring process. It allows the probationary employee and YCH an opportunity to determine if this is the right job for this person and the right person for the job. YCH will use the probationary period to continue its assessment of an applicant for regular employment. Approximately six (6) months into the one-(1) year probationary period and again prior to conclusion of the probationary period, the immediate supervisor shall conduct a performance evaluation of the probationary employee. A probationary employee may be evaluated more frequently, but not more than (3) times without an extension of the probationary period.

During the probationary period an employee serves at the will or the pleasure of YCH and may be discharged without prior notice, without cause, and without a hearing. To the extent permitted by law, employee absences, except for pre-approved vacation and compensatory time off, totaling more than forty (40) hours shall serve to suspend the accumulation of credit toward completion of the probationary period for new employees.

- B. The probationary period for promotional candidates in the same bargaining unit who have achieved permanent status in a lower position shall be one hundred eighty-three (183) calendar days dating from the first day of paid service in the

higher position.

- C. The YCH ED shall have the authority to order an extension of a probationary period under sections A and B, above.
- D. If a promotional candidate is rejected from probation, the employee shall be returned to the classification and the actual position previously held with permanent status, if the classification and position still exist; if it does not exist, and the employee served in a lower classification and position with permanent status prior to the one that no longer exists, s/he shall be returned to that position.

ARTICLE XII TRANSFERS

The YCH ED reserves the right to transfer employees in accordance with the needs of YCH as determined in good faith by the YCH ED. No employee shall be permanently transferred between locations without ten (10) calendar days prior written notice. No employee shall be temporarily transferred without at least one (1) calendar day prior notice, except in case of emergency. Temporary transfers shall be for a period not to exceed forty-five (45) working days.

Pursuant to Government Code section 3100, "all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law." The provisions of this Agreement are held in abeyance during the time an employee is designated a disaster service worker under Government Code section 3100 or Executive Order.

ARTICLE XIII LAYOFFS

A. Layoff

When for reasons of lack of funds, lack of work, reclassification, or reorganization, YCH has determined a layoff is necessary, the YCH ED shall give notice thereof to the affected employees. Thereafter, persons to be laid off shall be determined in accordance with the rules set forth in this Article. YCH shall make an effort to transfer any employee who is to be affected by a reduction in force to another vacant position for which the employee qualifies.

1. Order of Layoff: Layoffs shall be made by classification within a department. Within each affected classification in a department, all extra-help employees shall be laid off before any provisional employees. All provisional employees shall be laid off before any limited-term employees. All limited-term employees shall be laid off before any probationary employees. All part-time probationary employees shall be laid off before

any full-time probationary employees. All probationary employees shall be laid off before any permanent employees. All part-time permanent employees shall be laid off before any full-time permanent employees. Within each of the above categories employees shall be laid off in the inverse order of seniority.

2. Seniority: The seniority date of an employee for purposes of layoff and rehire shall be based upon the first day of paid service. A break in employment shall result in the acquisition of a new seniority date. Any employee laid off again after acquiring permanent status shall, after reinstatement, regain the seniority s/he possessed at the time of layoff. Periods of approved absences in paid status shall be credited as continuous YCH employment.
3. Ties in Seniority:
 - a. If the seniority of two or more persons in the affected classification within a department in the same category is identical, seniority within the classification shall be determinative.
 - b. If the seniority of two or more persons in the affected classification within a department in the same category and seniority within the classification are identical, seniority in the department shall be determinative.
 - c. If a tie in seniority still exists, the order of seniority shall be determined by lot.
4. Bumping:
 - a. Any employee designated to be laid off may bump into the same or any lower classification in his/her current series. If the employee has previously held permanent status in another position or positions in YCH, s/he may bump back to the last previously held position, provided it has not been abolished and the qualifications have not changed. An employee who cannot bump into his/her last held position because of lack of seniority over the incumbent or other reasons may then bump into the position s/he held prior to that time. An employee who has previously held more than one position in YCH shall bump back in sequence from the most recent to the earliest position held.
 - b. Notwithstanding the provisions of Section paragraph 4 above, an employee may exercise the bumping rights provided therein only on condition that the employee:
 1. Has more YCH-wide seniority than the employee to be

displaced;

2. Is willing to accept the reduced compensation level;
3. Meets the minimum qualification for the lower class, as determined by the YCH ED; and
4. Requests displacement action in writing to the YCH ED within five (5) days after receipt of the notification of layoff.

c. Notwithstanding the above,

1. Part-time employees shall not have the right to bump full-time employees.
2. If an employee is bumped, the employee shall be laid off in the same manner as an employee whose position has been abolished.
3. Any employee displaced as a result of bumping shall, in addition to the bumping rights described above, have the right to be placed in any vacant position in YCH for which, as determined by the YCH ED, they may be retrained within a reasonable period of time. To the fullest extent possible, reductions in status and/or salary shall be prevented or minimized.
4. Employees in the general unit may not bump into positions outside of the general unit, and employees cannot bump into a position in a higher wages range.

5. Notice of Layoff:

- a. The employee shall be given written notice of layoff by the YCH ED at least twenty-one (21) calendar days in advance of the effective date of such layoff. The notice of layoff shall include the following information: Reason for layoff, effective date of layoff, a form to assert displacement rights, and any information required by Unemployment Insurance Code section 1089 and 22 CCR section 1089-1.
- b. An employee who, has been notified of his/her impending layoff shall be granted up to forty-eight (48) hours released time without a loss of pay or benefits, through prior arrangement with his/her supervisor, to obtain other employment. In addition, employees may request scheduling of accrued vacation or compensatory time off for this purpose once notice is given to the employee.

6. Health Insurance: An employee who has been laid off may elect to continue health insurance coverage in the group at his/her own cost, as provided by COBRA, provided that the insurance policy involved allows such continuance. It is the employee's responsibility to make mutually agreeable arrangements for such coverage with YCH.

7. Preferential Rehire Rights:
 - a. For a period of eighteen (18) months, the names of permanent 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 order of seniority. Any vacancy occurring in the class from which employees have been laid off shall be filled by a person on preferential rehire status for that class in order of seniority. Any vacancy occurring in the class from which employees have been laid off shall be filled by a person on preferential rehire status for that class, in order of seniority, provided s/he is qualified and available for this position.
 - b. A permanent employee who has been laid off may request in writing that his/her name be placed on the reemployment list for a lower class in his/her current series, also for a period of eighteen months.
 - c. Any employee who has held permanent status with YCH, who has been laid off, regardless of whether or not the person is currently serving a promotional probationary period, may request that his/her name be placed on the reemployment list for a classification s/he previously held in YCH, provided that such classification was held prior to the effective date of layoff.
 - d. Permanent employees who have been laid off or reduced in class or displaced shall remain on preferential rehire status for a period of eighteen (18) months after their effective layoff date.
 - e. Preferential rehire status cannot be revoked. However, if the person indicates unavailability or if attempts to reach the individual are unsuccessful, active placement activities may be suspended. It is the responsibility of each laid-off employee to maintain current contact information with YCH in the event of a change of address or telephone number. Active placement efforts must resume if the person later indicates availability in the eighteen (18) month preferential rehire period. Also, if the person declines three (3) job offers, the person's name may be removed from the rehire list.
 - f. When a person is re-employed from a preferential rehire status, the employee shall be entitled to accrue sick leave and vacation at the

same rate at which it was accrued prior to layoff. The employee's status in relation to probationary period, merit salary increases, and seniority shall be the same as at the time of layoff. Any unused and unpaid sick leave and vacation shall be reinstated.

8. Affected Positions: At the time notices of layoff are sent to employees, YCH shall post a list of all YCH employees in departments affected, arranged by classification and seniority date, in the Administrative Office. Such a list for the affected department shall also be posted in the department. An employee shall be entitled to obtain, on request, a similar list for positions s/he previously held in other departments of YCH, but such list may contain only the names and seniority dates of employees in that classification in that department.

ARTICLE XIV GRIEVANCE PROCEDURE

A. Definition

A grievance is any dispute between (a) the parties or (b) YCH and an employee or employees in the management or general bargaining unit with respect to a claim of violation of one or more specific provisions of this Agreement that adversely affects the claimant grievant. The Articles on Disciplinary Action and YCH Rights are not subject to this grievance procedure. This grievance procedure is not applicable to probationary employees.

B. Intent

It is the intent of the parties to this Agreement to anticipate and diminish causes of grievances and to settle any which arise informally at the lowest practicable level of supervision, and as fairly and promptly as possible.

Therefore, it is agreed that there should be time limits for the initiation of a grievance after the alleged violation of this Agreement, time limits between steps of the grievance procedure, and time limits for answers at the steps of the procedure. Any grievance not initiated or pursued by the Union or aggrieved employee, as the case may be, within these time limits will be considered settled on the basis of the last act or answer by YCH, unless the time limit is extended by written agreement of both parties. Failure of YCH to respond in a timely manner at any step shall entitle the grievant to proceed to the next step in the procedure. This procedure shall be the exclusive procedure for adjustment of grievances for all employees in the bargaining unit.

C. Procedure

Grievances will be processed in the following manner and within the stated time limits.

D. Informal Grievance

The aggrieved employee or group of employees or a representative of the Union (if the Union is the grievant) shall orally present the grievance to the employee's appropriate supervisor or their designated representative within twenty (20) calendar days after the grievant knew or should have known of the act or omission constituting the grievable event but in no event more than forty-five (45) calendar days after the act or omission. The supervisor shall give their oral answer within twenty (20) calendar days of the date of receipt of the informal grievance.

E. Formal Grievance - Step 1

1. If the grievance is not resolved informally, it may be reduced to writing on YCH's form setting forth the following:
 - a. Name of grievant;
 - b. Class title;
 - c. Department;
 - d. Grievant's mailing address;
 - e. A clear statement of the nature of the grievance, citing the applicable Article of this Agreement alleged to have been violated and all pertinent facts;
 - f. The date upon which the alleged grievance occurred;
 - g. The proposed solution to the grievance;
 - h. The date of execution of the grievance form;
 - i. The date of presentation of the informal grievance and the name of the person to whom it was presented.
 - j. The signature of the grievant; and
 - k. The name and signature of the grievant's representative, if any. A grievance without all of the information set forth above shall not be processed.
2. The written formal grievance must be presented to the employee's Department Head within ten (10) calendar days after the supervisor's answer under Article XIV Section D, above, or, if no timely answer was

given, within ten (10) calendar days after the deadline for such an answer. The Department Head may meet with the grievant, but in any case, shall render a written decision within fifteen (15) calendar days after receiving the formal grievance at Step 1.

F. Formal Grievance - Step 2

If the grievance is not satisfactorily resolved at Step 1, the written grievance may be presented to the YCH ED within ten (10) calendar days after the grievant's receipt of the Step 1 written answer, or if no timely Step 1 written answer is received, within ten (10) calendar days after the deadline for such an answer. The YCH ED shall investigate the grievance in such manner as they deem proper and may meet with the aggrieved employee and/or the Union representative in an attempt to resolve the grievance. The YCH ED shall then render a written decision on the grievance within twenty (20) calendar days after receiving the written grievance from Step 2.

G. Formal Grievance - Step 3

1. If the grievance is not satisfactorily resolved at Step 2, the Union may, within ten (10) calendar days after delivery of the Step 2 decision, request a hearing by a hearing officer to be agreed upon by the Union and the YCH ED from a list supplied by the State Mediation and Conciliation Service. The request for a hearing shall be made in writing to the YCH ED who shall notify the hearing officer or Office of Administrative Hearings (see Section G.2, below) of the request. The hearing officer or Office of Administrative Hearings shall then schedule the hearing taking into account the availability of all the parties.
2. If the parties do not agree on a hearing officer within fifteen (15) calendar days after the parties' receipt of the list from the State Mediation and Conciliation Service, the matter shall be heard by an administrative law judge from the State Office of Administrative Hearings.
3. The hearing officer or administrative law judge (hereinafter "the Arbitrator") shall conduct the hearing and shall render a written decision containing findings of fact and determinations on issues. A copy of the decision shall be served upon the grievant and any Union representative. The decision shall be final and binding upon the employee, the Union, and YCH.

H. Miscellaneous

1. The Union and YCH shall each pay one-half (1/2) the fees and costs of the hearing officer or administrative law judge and any transcript or reporter fees and costs.
2. The hearing officer or administrative law judge shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement,

but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant. The decision of the hearing officer or administrative law judge shall be based solely upon the evidence and arguments presented to the hearing officer or administrative law judge by the respective parties in the presence of each other, and upon post-hearing briefs of the parties.

3. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the hearing officer or administrative law judge is to determine disputed interpretation of terms found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The hearing officer or administrative law judge shall therefore not have authority, nor shall they consider it their function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used to justify, or result in, what is in effect a modification (whether by addition or detraction) of the written terms of this Agreement. The hearing officer or administrative law judge shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable.
4. No decision or award rendered by the hearing officer or administrative law judge shall be retroactive beyond the beginning of the last payroll period prior to the ten (10) day period specified in Step 1 of the grievance procedure. The hearing officer or administrative law judge shall have no power to render a decision or award on any grievance occurring before or after the term of this Agreement.
5. Processing and discussing the merits of an asserted grievance shall not constitute a waiver by YCH of a defense that the dispute is not grievable.
6. The hearing officer or administrative law judge may hear and determine only one (1) grievance at a time unless the YCH ED expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.
7. If the YCH ED claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall be heard and ruled upon by the hearing officer or administrative law judge prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be

a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The YCH ED may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits.

8. It is expressly understood that the only matters which are subject to arbitration under this Article are grievances which were processed and handled in accordance with the grievance procedure above set forth, and which are not excluded from arbitration by other provisions of this agreement.
9. Neither YCH nor the Union shall take any reprisal against any employee for their participation in the grievance procedure

ARTICLE XV DISCIPLINARY PROCEDURE

NOTE: ARTICLE XV SHALL NOT APPLY TO MANAGEMENT BARGAINING UNIT EMPLOYEES WHO WERE HIRED INTO VACANCIES IN POSITIONS IN THE MANAGEMENT BARGAINING UNIT AFTER SEPTEMBER 1, 2000. SUCH EMPLOYEES SERVE AT THE WILL OR THE PLEASURE OF THE YCH ED AND MAY BE DISCHARGED WITHOUT CAUSE OR DISCIPLINED WITHOUT A HEARING.

A. Purpose

1. To provide YCH and bargaining unit members with permanent status an appropriate procedure for processing disciplinary actions and to insure that such employees are provided the rights to which they are entitled under the Constitutions of the United States and the State of California, and any applicable State and Federal laws.
2. To specify the procedure for notice, response meetings, and formal hearings on appeal after disciplinary action.

B. Definitions

1. Minor Disciplinary Actions: Actions taken against a regular permanent employee by YCH for cause which include written reprimand, disciplinary transfer, or suspension without pay for up to two (2) workdays.
2. Major Disciplinary Actions: Actions taken against a regular permanent employee by YCH for cause which include termination, demotion, reduction in pay, or suspension without pay for more than two (2) workdays.
3. Parties: The affected employee, the Union, and YCH.

4. Days: Calendar days, unless otherwise stated.
5. Response Meeting: Informal meeting at which the employee has an opportunity to respond to charges prior to disciplinary action.
6. Hearing: Formal hearing held due to appeal of employee from disciplinary action taken by the YCH ED.
7. Notice: Notice shall be given by personal delivery or by certified mail.
8. Service/Receipt of Notices/Orders: The date of service/receipt of notices/orders shall be the date when the notice/order is actually received by the employee or the date when the last good faith effort at delivery is made and confirmed. Avoidance of service shall not waive time limits specified within this Article.

C. Exclusive Procedure

This procedure shall be the exclusive procedure for taking disciplinary action against bargaining unit employees with permanent status and for appealing those actions.

Minor disciplinary actions shall be subject to appeal only through the Article XIV grievance procedure, up to and including Step 2. Article 15 shall not apply to minor disciplinary actions.

Upon request of the employee, letters of reprimand shall be withdrawn from an employee's official personnel file one (1) year from the date of issue provided there has not been additional formal discipline imposed during the one (1) year period. All other disciplinary actions, upon request of the employee, shall be withdrawn from an employee's official personnel file five (5) years from the date of issue provided there has not been additional formal discipline imposed during the five (5) year period.

D. Just Cause: In addition to just cause provided for by statute or by policy or regulation of YCH, each of the following constitutes just cause for disciplinary action against a permanent employee:

1. Falsifying or altering any information supplied to YCH, including but not limited to information supplied on application forms, employment records, or any other YCH records.
2. Incompetency or unsatisfactory performance.
3. Inefficiency.
4. Neglect of duty.
5. Insubordination.

6. Dishonesty.
7. Drunkenness on duty or being under the influence of alcohol on duty.
8. Intemperance.
9. Use of controlled substances or being under the influence of a controlled substance on duty.
10. Absence without leave.
11. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge or a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
12. Immoral conduct.
13. Improper political activity.
14. Willful disobedience.
15. Refusal to take and subscribe any oath or affirmation which is required by law in connection with employment.
16. Unlawful discrimination, including harassment, on the basis of race, religion, creed, color, national origin, ancestry, physical handicap, marital status, sex, age, or sexual orientation against another employee or against a member of the public while acting in the capacity of a YCH employee.
17. Misrepresentation or concealment of any fact in connection with obtaining employment.
18. Abuse of illness or leave privileges.
19. Misappropriation of YCH funds or property for personal use or for sale.
20. Discourteous, offensive, or abusive conduct toward or treatment of the public, a Board Commissioner, or coworkers.
21. For employees who drive a vehicle in the course of their employment:
 - a. Failure to maintain a good personal or business driving record.
 - b. Failure to satisfy the insurability requirements of YCH's insurance carrier under YCH policies. YCH's ability to obtain insurance for the employee under a high risk or any policy other than the regular

insurance policies does not mitigate this failure.

- c. Failure to maintain a valid California driver's license in full force and effect preventing the operation of those vehicles that the employee must drive in the course of employment.
 - d. Driving a motor vehicle while the employee is under the influence of alcohol or a controlled substance which impairs the employee's ability to operate the vehicle.
22. Falsifying any information supplied to YCH such as work time sheets, requests for reimbursements, or any other YCH records.
 23. Refusal or failure to submit to an examination by a licensed physician when directed to do so by the YCH ED based upon reasonable suspicion of abuse of leave privileges, of use of alcohol or drugs, or reasonable concern about fitness for duty.
 24. Other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to YCH or the person's employment.

E. Notice of Proposed Discipline

For major disciplinary actions, the employee shall be given written notice of a proposed disciplinary action not less than ten (10) calendar days in advance of the date the action is proposed to be taken. In an emergency situation, an employee may be suspended with pay or temporarily reassigned without loss of pay for the period between the date notice is given and the date that action is taken.

1. The notice shall contain:
 - a. The reasons for the proposed action, including the rule(s) or regulation(s) or ordinance(s) violated and a complete explanation of the reasons.
 - b. A copy of the charges and the recommended action.
 - c. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or by or with a representative, which may be an attorney, at the Response (*Skelly*) Meeting.
 - d. The date and time for the Response (*Skelly*) Meeting during which the employee and their representative shall have an opportunity to refute the charges or present facts which may not be known to YCH.
 - e. Notice that if no written response is received by the time scheduled for the Response (*Skelly*) Meeting and the employee

fails to participate in the Response (*Skelly*) Meeting, YCH may proceed to order action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken.

F. Accompanying Material.

The notice shall be accompanied by either copies of material on which the charges and recommendations are based, or if the materials are too voluminous to copy easily or are confidential within the Public Records Act, a description of the materials and a reasonable opportunity to inspect, summarize, or make copies. The employee may copy and inspect all materials designated as the basis for charges and recommendations. The employee may copy and inspect their personnel file. The employee may copy and inspect only the parts of other YCH records which the employee generated in their job.

G. Scheduling.

The date and time for the Response (*Skelly*) Meeting may be rescheduled for good cause upon mutual Agreement of the parties. If a Response (*Skelly*) Meeting is rescheduled after the proposed date of the imposition of the disciplinary action, YCH shall not take the proposed action until after full consideration of the information presented at the Response (*Skelly*) Meeting but not later than ten (10) days after the conclusion of the Response (*Skelly*) Meeting.

H. Response (*Skelly*) Meeting.

At the time and place set for the meeting giving the employee the opportunity to respond, the employee may respond orally and/or in writing, personally or by or with a representative.

Neither YCH nor the employee shall be entitled to call witnesses or take testimony.

At the meeting, YCH may consider information contained in the charges and recommendations and other information as well as information presented by the employee or their representative. If new information relating to new charges or recommendations is introduced, or if a theory constituting a new ground or occurrence as basis for discipline is alleged, the employee shall be entitled to a reasonable continuance to copy materials and respond to these new matters.

At the conclusion of the Response (*Skelly*) Meeting or within ten (10) days, YCH shall issue an order taking, amending, or determining not to take the action, and shall give written notice thereof to the employee, which shall include:

- a. An explanation of the basis for the action;
- b. The charges upheld;
- c. The effective date(s) of the imposed discipline;
- d. A list of items upon which action is based or new documents, if

appropriate; and

e. Notice of employee's right to appeal.

I. Appeal.

If an employee has requested and participated in a Response (*Skelly*) Meeting as set forth above, the employee shall have the right to appeal the YCH's disciplinary action to an Arbitrator or the parties may agree to pursue mediation. Such appeal may include the severity of the penalty imposed.

Upon the mutual consent of both YCH and the employee, a Mediator may be requested from the State Mediation and Conciliation Service to attempt to resolve the disciplinary action. The request for mediation shall be made within ten (10) days upon receipt of the decision rendered at the Response (*Skelly*) Meeting. The Mediator shall make a recommendation to the YCH ED. Any recommendation made by the Mediator shall not be binding upon the parties.

Filing of an appeal or request for mediation shall not stay the effective date of the order of disciplinary action.

A written demand for an appeal and hearing must be served on the the YCH ED by the employee or their representative within ten (10) days of receipt of the order affirming, reversing or modifying the proposed disciplinary action.

The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.

The demand for hearing shall include:

- The specific grounds for appeal; and
- Copies of materials on which the appeal is based or, if too voluminous, reference to materials in the custody of YCH.

Upon receipt of the written request for a hearing, the YCH ED shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service or like body. Once that list is received, YCH and the employee (or representative) shall within ten (10) days select the Arbitrator by alternate striking of names from said list until only one name remains or until both parties agree on the person to hear the arbitration. The Union shall strike first.

Upon receipt of the name of the selected Arbitrator, the YCH ED shall contact the employee and their representative and arrange for the earliest hearing date mutually agreeable to the Arbitrator, the employee and their representative and YCH. Should the Arbitrator's calendar preclude a hearing date within sixty (60) days, the YCH ED may require the parties to strike names for a replacement Arbitrator.

The YCH ED shall notify the parties in writing of the time and place of the hearing at least fifteen (15) days prior to hearing.

Seven (7) days prior to the hearing each party shall provide the Arbitrator with a pre-hearing statement, a list of witnesses and copies of all exhibits to be submitted. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to a reasonable continuance at the discretion of the Arbitrator. If new allegations or defenses are brought out, the opposing party shall have the right to a reasonable continuance at the discretion of the Arbitrator.

J. Hearing.

The hearing shall be conducted as a full-scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel, and findings to support the decision.

The Arbitrator shall operate under the Voluntary Labor Arbitration Rules of the American Arbitration Association unless such rules are in conflict with this Article, or the parties to this Article mutually agree to revise the rules of the proceedings for cases falling under the jurisdiction of this Article.

The Arbitrator shall conduct a hearing and shall either issue an oral bench decision, or shall, within sixty (60) calendar days of conclusion of the hearing (and submission of briefs, if any), render a written decision and/or order. Any decision of the Arbitrator shall be final and binding on the parties.

If an appeal has not been scheduled and heard by the arbitrator within twelve (12) months of the issuance of the order, the matter shall be deemed withdrawn with prejudice.

K. Arbitrator/Mediator Cost.

The Union and YCH agree to bear one-half (1/2) the cost of the Arbitrator or Mediator and any mutually agreed upon ancillary fees, including transcript and reporter fees, that are incurred in the presentation of the appeal to the Arbitrator or Mediator except in those cases where the employee is not represented by the Union.

**ARTICLE XVI
MISCELLANEOUS**

A. Discrimination.

YCH and the Union agree not to unlawfully discriminate against any employee on the basis of Union membership or non-membership or on the basis of Union activity protected under the California Meyers-Milias-Brown Act.

B. Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of

competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

C. Concerted Activities And Lockouts

For the duration of this Agreement and any good faith negotiations to create a successor Agreement, the Union and its members agree that they, and each of them, shall not call, sanction, or engage in any strike (including sympathy strike), slowdown, suspension of or stoppage of work activity, sickout, or any other activity against YCH which would involve suspension of or interference with the normal work of YCH, and YCH shall not cause or engage in any lockout of bargaining unit members. In the event that bargaining unit members participate in any such activity, the Union shall notify them to cease and desist from such activity and instruct them to return to their normal duties.

D. Driver License And Insurability

1. An employee who is authorized to drive a YCH vehicle or personal vehicle in the course of their employment shall be required as a condition of employment to maintain the required driver license for the vehicle utilized on the job and the minimum insurance on the personal vehicle which is required by State law.
2. In addition, an employee who is authorized to drive a YCH vehicle in the course of their employment shall maintain a safe driving record such that no assigned risk or insurability penalties are applied to YCH's insurance rates. Failure to do so may result in disciplinary action and/or the employee payment of the increased insurance charges.
3. The employee shall notify their supervisor of the loss, suspension, or cancellation of their driver's license on the first working day following such loss.

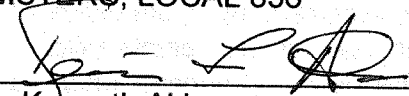
E. Retirement Contributions To PERS

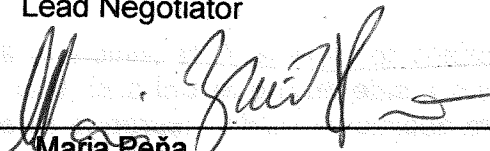
1. YCH shall pay the employer share of the PERS contribution
2. Employees shall pay the entire share of their contribution to PERS, up to seven percent (7.0%) for employees. Employee contributions shall be made on a pretax basis as provided for under the IRS Code. The parties agree to renegotiate in good faith the amount of the employee share of PERS contribution, if any, paid by employees during negotiations for any subsequent agreement.
3. The parties agree that YCH will comply with the Public Employees Pension Reform Act of 2013 (Cal. Government Code §§ 7500, et seq.) with respect to pension formulas and contributions with respect to all new and current employees.

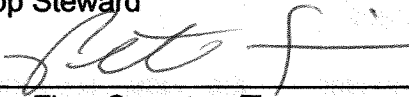
F. Term of Agreement

1. This Agreement shall remain in full force and effect upon final ratification of this Agreement by both parties and continue until a subsequent agreement is reached; however, the parties agree to bargain in good faith upon a change in circumstances that effect the conditions of employment.
2. The provisions of this Agreement have been implemented in good faith by the parties as of the effective date stated above and shall be effective on the effective date stated above except as otherwise specifically provided.

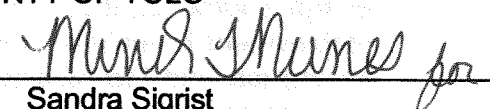
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 856

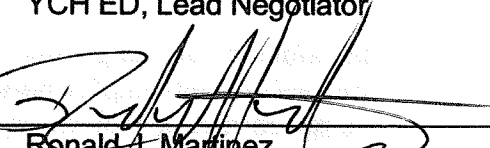
By 
Kenneth Akins
Lead Negotiator

By 
Maria Peña
Shop Steward

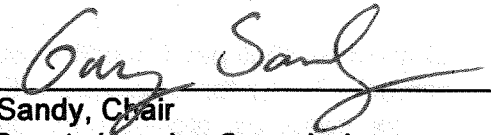
By 
Peter Finn, Secretary/Treasurer
Teamsters Local 856

HOUSING AUTHORITY OF THE
COUNTY OF YOLO

By 
Sandra Sigrist
YCH ED, Lead Negotiator

By 
Ronald J. Martinez
Chief Assistant County Counsel

Approved by Final Determination of the Yolo County Housing Commission on this
27th day of July, 2022.


Gary Sandy, Chair
Yolo County Housing Commission
Housing Authority of the County of Yolo

Approved as to Form:

By 
Hope P. Welton

Hope P. Welton, Agency Counsel

Attest:
Julie Dachtler, Deputy Clerk
Board of Commissioners of the
Housing Authority of the County of Yolo

By Julie Dachtler
Deputy

