

ATTACHMENT A

RESPONDENTS' PETITION FOR RECONSIDERATION

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BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
PETITION FOR RECONSIDERATION
AGENCY CASE NO. 2023-0238 OAH NO. 2024010543

RESPONDENT CAMERON K. HANDLEY SUBMITS THE FOLLOWING PETITION FOR
RECONSIDERATION OF HER APPEAL OF THE DENIAL OF HER RETIREMENT
COMPENSATION.

1
2 **PETITION FOR RECONSIDERATION**

3 **BACKGROUND:** Respondent Handley was employed by Yolo County from 1995 through 2021. In
4 2015, she was the Director of the local Children's Advocacy Center (CAC), which she built from the
5 ground up. That year, the Chief Administrative Officer (CAO) asked the District Attorney to
6 spearhead an effort to create and fund an ultimately self-sufficient Family Violence Coordination
7 Pilot Project (FVCP). Because Ms. Handley had been successful in creating a similar self-sufficient
8 collaborative program with the same public and private partners while creating and managing the
9 CAC, serving victims of child sexual abuse, District Attorney Reisig recruited her to create, manage,
10 and obtain funding for this project as well. She was selected due to the unique nature of her job and
11 based on her specific skills and experience. The proposal required Ms. Handley to continue in her
12 role as Director of the CAC while creating and managing the FVCP. While this would involve a
13 great deal of extra work for Ms. Handley, there was no one else in the County who had successfully
14 created a program of this model, in this field, and with these partners. To provide compensation for
15 these additional responsibilities, the County offered Ms. Handley a 10% increase in her pay to
16 undertake and manage the FVCP, while maintaining her role as the Director of the CAC. In 2015, a
17 proposal reflecting these terms was authorized by the Board of Supervisors, approved by the labor
18 union, and Ms. Handley received the 10% increment until her retirement at the end of 2021.

19 Contingent on Ms. Handley accepting this assignment was the agreement that this 10% increment
20 be included as part of her pensionable income upon retirement. Consistent with her history of due
21 diligence, Ms. Handley contacted CalPERS to ensure that the 10% additional compensation paid for
22 her additional duties with the FVCP would be considered as allowable compensation for her
23 retirement calculation. CalPERS confirmed that it would be and advised her to report the 10% as
24 "Special Compensation" so that it was included in her retirement. Prior to giving her the increase,
25 The County of Yolo also contacted CalPERS to verify that the 10% increase and assignment was
26 pensionable and would be included in Ms. Handley's allowable compensation for retirement
27 calculations. Both parties were diligent in verifying its pensionability with CalPERS prior to making
28 this commitment. Finally, the CAO's office told Ms. Handley that this is how special compensation
for special projects is reported in compliance with CalPERS regulations, indicating that she was not
the first manager to receive special compensation of this nature. The pay increase was authorized in
September 2015 and reported in compliance with the directions from CalPERS through her
retirement in 2021. The FVCP was successful and one of the first such projects in the state.

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2 **I. THE ADMINISTRATIVE LAW JUDGE MISSTATED THE FACTS AND**
3 **CONTRADICTED THE EVIDENCE**

4 A. At p. 3, π6, of his Proposed Decision, the ALJ noted that the evidence showed that on the
5 document that initiated Respondent Handley's change of duties (the Personnel Action Form), "...the
6 words 'Out of class 10% FJC Director differential' are typed, but 'Out of Class' is crossed out and
7 'FJC Director' is crossed out with the letters 'CAO' written above it, presumably for 'County
8 Administrative Officer.' As interlineated, the Action box reads "10% CAO differential." In
9 contradiction to this language, at p. 15. π13, the ALJ stated: "First, the County's PAF characterized
10 the pay increase accompanying respondent's FJC-related duties as 'out-of-class' pay." In a nutshell,
11 the ALJ ignored the fact that the language that he was relying on had been crossed out. He then
12 exacerbated his error by using that as a factual basis for his finding that "Paying respondent extra
13 compensation to work out of class is inconsistent with the claim that her work was part of her
14 normally required duties." The ALJ apparently did not recognize that he was contradicting his own
15 statement of the evidence; and he did not provide any alternative explanation for his incorrect
16 conclusion that respondent was being paid for "out of class" duties.

17 B. The ALJ also ruled that respondent was being paid for "...work [that] was not part of the
18 normally required duties of the position." P.16, π15. That claim also contradicts the evidence. The
19 evidence showed that in 2015, the respondent had a job running the CAC when she was asked to
20 undertake additional duties to develop the FVCP. As compensation for undertaking these
21 additional duties, the County agreed to pay her 10% special compensation. Her normal duties were
22 modified in 2015 to accommodate the additional duties. She continued her previous duties and, in
23 2015, took on the additional duties, performing both as her normal duties during her normal work
24 hours, with full reporting to CalPERS, until she retired. The CalPERS analyst and the ALJ could not
25 make this hurdle. She had one job then she undertook an additional assignment which included
26 duties that she had not done before. In other words, the Personnel Action Form placed her in a job
27 that increased her "normally required duties" as acknowledged by the ALJ. After the PAF was
28 signed, in 2015, Respondent was paid for the "normally required duties" of her new job. The position
taken by CalPERS and the ALJ is incomprehensible. No employer is going to pay an employee 10%
more to do the same job but it is common practice to add compensation for additional labor.

C. At p.16 π16, the ALJ continues his convoluted reasoning. He noted that from 2016 to 2021,
[respondent's] performance evaluations included her work at both the FVCP and the CAC as "Key
Job Duties/Responsibilities" for her job. From that, he concluded that she was being paid special

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2 compensation for completing her essential duties, not for work outside those essential duties. In a
3 nutshell, the ALJ argues at pp.15-16 π14 that the 10% cannot be counted in the retirement base
4 because the increased pay **was not for normally required duties**. At p.16 π16, he contradicts that
5 statement by saying that her extra pay cannot be included as a basis for retirement **because it was**
6 **for “essential duties.”** In short, the ALJ ruled that Respondent’s special compensation could not be
7 included as part of her retirement base because it was not for normally required duties, and that it
8 also could not be included because it was for her essential duties. This is a direct and baffling
9 contradiction in terms by the ALJ. Furthermore, during the hearing, the ALJ was adamant that the
10 hearing be limited to compensation that the respondent received between **2017-2021**, yet, after citing
11 the evidence of when the additional duties and compensation began (**2015**), the ALJ offered no
12 explanation for why these duties and this compensation would suddenly be disallowed in **2017** and
13 no longer considered part of Respondent’s “normally required duties.” As the evidence showed, in
14 2017, they had been part of her normally required duties for two years. Nothing changed in
15 Respondent’s job assignment, duties, or special compensation in 2017.

16 **D.** At p.18 π22-23, the ALJ found that the extra pay was due to the unique nature of her job. He
17 then added: “However, this does not mean, as respondent argued at hearing and in her briefing, that
18 the County was justified in not paying the special compensation to all members of her group or
19 class.” At p. 10 π24, the ALJ acknowledged that Respondent argued that by requiring that an
20 employee have unique talents or responsibilities the special compensation would not be available to
21 employees who did not have those talents or responsibilities, but he apparently did not understand
22 what that means. All the managers may be eligible for special compensation if they display unique
23 talents, but that does not mean that all of the managers get paid as if they did. The argument that
24 even those who do not have special skills or work assignment should receive the same special
25 compensation as managers who do is a complete misinterpretation of the codes. Gov’t codes
26 20636(c)(1) and 571(b) state that: Special compensation of a member includes a payment received
27 for special skills, knowledge, abilities, **work assignment**, due to the unique nature of their job,
28 performed as normally required duties during normal work hours, and is open to the group or class
as defined by being included in the relevant labor union.

The respondent’s special compensation is consistent with all of the required stipulations and,
according to the ALJ, this was demonstrated in large part by a preponderance of evidence, yet he
ruled against Respondent’s appeal based on flawed logic. GC 20636(c)(1) defines special
compensation as “a payment received for special skills, knowledge, abilities, **work assignment**,

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2 workdays or hours, or other work conditions.” It was. CCR § 571(a)(1) states that Management
3 Incentive Pay (MIP) is pensionable when it is due to the unique nature of their job, reported
4 periodically as earned, and for duties performed during normal work hours. All conditions met. The
5 ALJ and the codes define “available to all members in the group or class” as that it must be
6 “contained in a written labor union policy or agreement as defined at Government Code section
7 20049 (It is), provided that the document: Has been duly approved and adopted by the employer's
8 governing body in accordance with requirements of applicable public meetings laws; (It was.) [and]
9 Indicates the conditions for payment of the item of special compensation, including, but not limited
10 to, eligibility for, and amount of, the special compensation.” It does. He continues at p.14 π 9 that it
11 “must be available to all members in the group or class, part of normally required duties, and
12 performed during normal hours of employment.” ALL REQUIREMENTS MET.

13 The only logical interpretation of the above requirements combined, that Special Compensation
14 and MIP be provided to someone due to the unique nature of their job, based on their unique skillset
15 and expertise, and also open to everyone in their group or class is that: The opportunity for a member
16 to receive special compensation for a unique assignment is available to all members, as included in
17 the appropriate labor union agreement, not that each specific unique special assignment that arises is
18 somehow predicted and detailed in a labor union agreement that covers a 3-year span. E.g., someone
19 with expertise in technology may be selected to take on an additional specific assignment that arises
20 to implement a new advanced technology system/model and be compensated for taking on those
21 additional duties on top of their current duties. The respondent's skillset in her field was unique from
22 other managers as was the project she took on, but the opportunity to be selected for a new unique
23 project based on a member's specific unique skillset is available and open to all members. There is
24 no other way to meet all of the requirements. The ALJ does CalPERS a disservice by inappropriately
25 misinterpreting the codes and pitting individual words from each code against each other thus
26 creating an impossible scenario for anyone to ever receive pensionable special compensation.

27 **II. THE ALJ ABANDONED THE REASON GIVEN BY CALPERS FOR DENYING** 28 **BENEFITS AND DRAFTED HIS OWN ARGUMENT**

29 In both “Formal Determinations” and in the testimony of the CalPERS analyst, CalPERS insisted
30 that the reason Respondent's 10% special compensation could not be included in the basis for
31 retirement compensation was that the 10% was the product of a clause in a 2017 Memorandum of
32 Understanding (MOU) that required a 10% differential between a supervisor and their subordinate.
33 The rationale that CalPERS insisted was correct and included in both “Formal Determinations” is:

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2 *"The 10% compensation increase that you received is not for normally required duties*
3 *during normal work schedules, is not available to the group or class, and is not due to the*
4 *unique nature of your job. Instead, it is provided to maintain a salary range differential*
5 *between you and your closest subordinate when needed. This compensation does not meet*
6 *the definition of Management Incentive Pay or meet the requirements of 571(b)."*

7 CalPERS' reliance on a clause from a 2017 MOU to disqualify compensation that began in 2015 is
8 factually flawed. Nothing changed in Respondent's pay structure in 2017. To allow compensation
9 from 2015–2021 then retroactively disallow it from 2017 on without meaningful justification is
10 arbitrary and unsupported. There was absolutely no evidence to support this claim and the ALJ just
11 ignored it. In short, CalPERS denied benefits based on one rationale and, in his decision, the ALJ
12 used a different rationale to reach the same conclusion. After extensive testimony from CalPERS
13 Analyst, Angel Hernandez, that the 10% was salary range differential pay, the ALJ did not point out
14 the error in his reasoning. In effect, instead of pointing out the erroneous analysis, the ALJ
15 reinforced the failure to provide correct analysis by supporting the conclusion on other grounds.

16 **III. CALPERS SENIOR ATTORNEY POTENTIALLY TAINTED BOARD'S DECISION** 17 **REGARDING ACCEPTANCE OF ALJ'S PROPOSED DECISION**

18 In her Staff Argument to the Board to accept the ALJ's Proposed Decision, CalPERS Senior
19 Attorney, Preet Kaur stated: Respondent continued to direct the MDIC, but effective October 4,
20 2015, her job classification was reclassified as "Family Justice Center Director," and she was paid
21 an "out of class" 10% salary differential. Respondent County reported the 10% salary differential as
22 special compensation; Management Incentive Pay (MIP) from July 2017 through December 2021.
23 This "history" is factually untrue and completely misrepresentative of the evidence. Respondent's
24 job classification was never reclassified as Family Justice Center Director, nor did she receive out-
25 of-class pay or a salary range differential. This was established by a preponderance of evidence in
26 the hearing and is supported by CalPERS' personnel data regarding Respondent. Respondent has no
27 way to know how this complete and ongoing misstatement of facts affected the Board's decision to
28 support the ALJ's Proposed Decision.

29 **IV. THE ALJ IGNORED THE DENIAL OF DUE PROCESS OF LAW**

30 By adopting an argument that essentially contradicted the analysis from CalPERS, the ALJ
31 committed a denial of due process. In denying Respondent's claim for benefits to the 10%, the state
32 was required to give notice of the justification. Giving the wrong justification and seizing another
33 after a hearing does not provide notice. Additionally, CalPERS ignored Respondent's appeal and

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2 clarifying documentation for 3½ years despite repeated inquiries from Respondent and her attorney.
3 The personnel who were responsible for documenting her change of duties and reporting her
4 compensation were no longer available. Furthermore, when Respondent was contemplating
5 undertaking enormous responsibilities in exchange for a 10% increase, she contacted CalPERS to
6 inquire if it would be included in her basis for retirement compensation and, if so, how it had to be
7 reported. The evidence showed that she continued to get reassurances from CalPERS over the next 6
8 years and did exactly as she was told.

9 In her brief and at the hearing, Respondent argued that because she had contributed the higher
10 amount to her retirement for 6 years based on CalPERS representations, the lack of timely notice,
11 and the unconscionable delay, CalPERS should be estopped from denying her earned benefits. The
12 ALJ did not even acknowledge this argument. Essentially, the ALJ has condoned the incorrect
13 information, the deprivation of the right to correct the pay status and contributions, and the
14 unexplained prejudicial delay. CalPERS should not foster this type of relationship with its
15 beneficiaries.

16 “When state action threatens to deprive a qualified person of benefits to which he is statutorily
17 entitled, procedural due process considerations loom large. **Laird v. Workers’ Comp. Appeals Bd.**
18 (1983) 147 Cal.App.3d 198, citing **Goldberg v. Kelly** (1970) 397 U.S. 254, 260-262 [25 L.Ed.287,
19 294, 296, 90 S.Ct.1011]; **Skelly v. State Personnel Bd.** (1975) 15 Cal. 3d 194,197.

20 When there is no reasonable explanation for the delay, and respondent is prevented from getting a
21 fair hearing because of that delay it is a denial of due process. The result of the total delay is that
22 documents and witnesses are unavailable, hampering the respondents’ ability to present a case. This
23 type of delay has been found to be a denial of due process. Cf. **Gates v. Department of Motor**
24 **Vehicles** (1979) 94 Cal. App. 3d 921, 925-926.

25 V. CONCLUSION

26 CALPERS has erroneously denied retirement benefits for the 10% special compensation paid to
27 Respondent Handley. To justify their decision, they made statements that are simply not true. Rather
28 than acknowledging the false claims from CalPERS, the ALJ embarked on an exercise of incorrect
statements and convoluted logic that sets a very unfortunate precedent for CalPERS. Respondent
requests that these errors be corrected, and the ruling reversed.

Dated this 15th day of August, 2025.



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Attorney for Respondent Handley



COUNTY OF YOLO

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August 15, 2025

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**Subject: In the Matter of the Appeal Regarding Final Compensation Calculation of
CAMERON K. HANDLEY, Respondent, and COUNTY OF YOLO,
Respondent.**

Dear Board of Administration,

Please accept this correspondence as Respondent County of Yolo's request that the Board reject the decision proposed in this matter and instead adopt its own decision granting Respondent Cameron Handley's appeal.

On April 29, 2025, the parties in this matter appeared before Office of Administrative Hearings to present arguments regarding whether special compensation provided to Respondent Handley for her work creating the Yolo County Family Justice Center should be included in the calculation of her final compensation. Respondent County of Yolo respectfully requests the Board refuse to adopt the proposed decision in this matter. Instead, the Board should grant Ms. Handley's appeal, designating her special compensation as pensionable income pursuant to California Code of Regulations, Title 2, Section 751(1).

Factual Background

During her 26-year tenure with Yolo County, Ms. Handley dedicated her career serving the most vulnerable in her community. To that end, she was successful in expanding services available to victims of sexual and familial crimes in Yolo County. She served as the Children's Advocacy Center Director (also called the Multi-Disciplinary Interview Center¹) for the Yolo County District Attorney's Office. In addition, Ms. Handley, oversaw the creation of the Yolo County Family Justice Center.

¹ This institution has changed names multiple times since its creation in 2003. For ease of reference, and to remain consistent with the language used in the proposed decision, this brief will refer to the Children's Advocacy Center as the Multi-Disciplinary Interview Center. Currently, and as explained later in this brief, it is referred to as "Cameron's Place."

1. The Multi-Disciplinary Interview Center

The Multi-Disciplinary Interview Center is housed within the Yolo County District Attorney's Office. It provides forensic interviews and support services for child victims of abuse and their families. In 2003, with the support of the Yolo County District Attorney and Board of Supervisors, Ms. Handley led the effort to create the Multi-Disciplinary Interview Center. The Center was established with the goal of limiting the number of times that child victims of crimes are interviewed regarding abuse. Instead of being required to sit for multiple interviews, which could lead to further trauma, victims were to be interviewed a single time at the Multi-Disciplinary Interview Center.

In November 2024, several months prior to the hearing on this matter, and almost three years following her retirement, in appreciation and acknowledgement of Ms. Handley's career-long dedication to serving victims of abuse, the Multi-Disciplinary Interview Center was renamed "Cameron's Place" in honor of Ms. Handley.

2. The Family Justice Center

In 2015, Yolo County began the process of creating a Family Justice Center. The purpose of the Family Justice Center was to set up a "one-stop-shop, with the co-location of services under one roof" for victims of family violence. (Respondent Yolo County's Hearing Exhibit AA, YOLO 0083.) Critical to the creation of the Family Justice Center was the identification of an individual to spearhead the project and provide the "leadership needed to guide initial planning and implementation, as well as long-term stability and focus in the areas of advocacy; fundraising and marketing, and managing board, service provider, and community relations." (Respondent Yolo County's Hearing Exhibit AA², YOLO 0083.) Given Ms. Handley's previous success creating the Multi-Disciplinary Interview Center, she was chosen by the Yolo County District Attorney, Jeff Reisig to create the Family Justice Center in addition to fulfilling her duties as the Multi-Disciplinary Interview Center Director. Ms. Handley was an appropriate fit for this project because through her work on the Multi-Disciplinary Interview Center she had developed relationships with the same community partners that would be critical to the success of the Family Justice Center. Her work on the Center also demonstrated that she had the specific skills and community relationships necessary to make the Family Justice Center a success.

In acknowledgement that spear-heading the creation of the Family Justice Center would result in an overall increase in her job duties, the County, with the support of DA Reisig, provided a 10% special compensation increase to her salary. She retained this special compensation from the formation of the Family Justice Center in 2015 until she retired in 2021. Upon her retirement, leadership of the Family Justice Center transferred to a community partner, Empower Yolo. This was not an unexpected change as one of the goals of the Family Justice Center assignment was to shift its leadership from the County to a community partner. Ms. Handley was successful in that goal.

Legal Argument

At issue in this appeal is whether the special compensation provided to Ms. Handley for creating the Family Justice Center, from October 4, 2015 through her retirement on December 19, 2021, can be

² All Exhibit references refer to the exhibit identification system used for exhibits admitted into evidence at the administrative hearing held in this matter on April 29, 2025.

included in the calculation of her final compensation. Neither party contests that the special compensation was reported to CalPERS as pensionable income nor that Ms. Handley's CalPERS contributions included the subject special compensation. The proposed decision accepts that Ms. Handley was provided the subject compensation for work done during her normal working hours and was due to the unique nature of her job. However, the proposed decision purports to deny Ms. Handley's appeal on the grounds that (1) the special compensation was for work that was not a part of Ms. Handley's "normally required duties" and (2) the special compensation was not available to all members of her "group or class."

1. County of Yolo demonstrated that the special compensation at issue was for work that became a part of Ms. Handley's normally required duties, beginning in October 2015 and ending when she retired in December 2021.

The proposed decision holds that the special compensation paid to Ms. Handley as Management Incentive Pay could not have been for "normally required duties" because the definition of Management Incentive Pay contained in the Management MOU is "for unique circumstances in which managers are asked to take on additional duties outside of their essential duties." This conclusion ignores both the reality of the shifting priorities inherent in public service and the specific facts of this case.

Management Incentive Pay as outlined in the Management Association MOU is intended to comply with management incentive pay as articulated in California Code of Regulations, Title 2, Section 751(1), allowing for special compensation for "management employees in the form of additional time off or extra pay due to the unique nature of their job." In essence, Management Incentive Pay as defined in the Management MOU is for managers that take on extra work (which then becomes a part of their regular job duties), as a result of their unique position within the County. It is not uncommon for managers and executive level staff within public agencies to assume additional job duties as new projects become priority. Many public servants jokingly, and sometimes begrudgingly, refer to this reality as "collecting hats." That was exactly the case here. Prior to the Yolo County Board of Supervisors' decision to form a Family Justice Center, no one at the County held those job duties because they did not exist.

The proposed decision errs when it claims that Ms. Handley's 10% special compensation was provided for "out-of-class" pay. This is demonstrably wrong. While true that the Personnel Action Form ("PAF") lists "out-of-class" pay as the reason for the special compensation, that clerical error was crossed out and corrected by HR staff to properly reflect that the intent of the subject special compensation was to compensate Ms. Handley for her newly assumed roles. (Respondent Yolo County's Hearing Exhibit BB.) This is further demonstrated by the unaltered language of the PAF, which defines the special compensation as "10% FJC Director differential – 2 years" and "100% of all compensation will be reported to CalPERS with all Special Compensation Project pay reported as 'Supplemental income'." (Respondent Yolo County's Hearing Exhibit BB.) This language supports that at the time the special compensation was awarded it was not "out-of-class" pay. And finally, the Yolo County Personnel Rules and Regulations do not allow out-of-class pay to exceed 5%. To offer "out-of-class" pay at a rate of a 10% increase in salary would violate the County's policies and procedures.

Ms. Handley was asked to spearhead the creation of the Family Justice Center specifically because of her skills in the field and connections within various community partners. She dedicated her career to advocating for effective, trauma-informed approaches to child abuse cases. During the

hearing on April 29, Yolo County District Attorney, Jeff Reisig provided testimony that Ms. Handley was a valued member of his staff and a passionate advocate for victims of crime in Yolo County. When determining who should lead the Family Justice Center, she was his clear choice.

Prior to assuming the role of creating the Family Justice Center, Ms. Handley did not engage in any job duties related to that function (because they did not exist). Upon agreeing to lead the project, she agreed to assume new duties in excess of the duties required of her as the Multi-Disciplinary Interview Center Director – the Management Incentive Pay was intended to provide special compensation for those duties. This is further evidenced by the fact that the Family Justice Center duties were incorporated into Ms. Handley's performance evaluations. (Respondent Yolo County's Hearing Exhibits DD & EE.) Finally, Ms. Handley was assigned to the Family Justice Center project for over six years. The conclusion that job duties performed by an employee for over six years and incorporated into the employee's performance evaluations could not be considered "normally required" strains credulity.

The special compensation at issue was for work that became a part of Ms. Handley's normally required duties after she accepted an expansion in her already existing essential duties as the Multi-Disciplinary Interview Center Director. This is the exact scenario contemplated by the Management Incentive Pay outlined in the Management Association MOU. If CalPERS requires a clarification to the MOU language to reflect this nuance, the County is willing, with the Association's consent, to make this change to alleviate confusion in the future. However, and despite any interpretation of the MOU language, the facts of this case clearly demonstrate that the special compensation at issue was paid because Ms. Handley took on extra duties, which then became her normal job duties for the six years preceding her retirement. As a result, that special compensation should be included in the calculation of her final compensation.

2. County of Yolo demonstrated that Management Incentive Pay is available to all members of the Management Association.

The proposed decision asserts that Ms. Handley is the only County employee that has ever received Management Incentive Pay. **No such evidence was presented at the hearing on this matter.** In fact, when CalPERS Associate Governmental Program Analyst, Angel Guitierrez was asked whether he ever inquired of the County about whether any other employees have received Management Incentive Pay, **he said that he never asked for that information.** Instead, Mr. Guitierrez claims to have "spot checked" the list of positions represented by the Management Association and since none of those "spot checks" received the incentive, he assumed that no one else had.

The Management Incentive Pay as articulated in the Management Association MOU is available to all members of the Association. California Government Code section 20636 (e)(1) specifically defines "group or class of employment" as "a number of employees considered together because they share similarities in job duties, work location, collective bargaining unit, or other logical work-related grouping." Mr. Guitierrez's "spot-check" does not prove that the special compensation is not available to all members of the Association. It simply proves that not all members receive the special compensation.

The law does not require that all members in a given group or class receive the subject special compensation to be valid. It only requires that the special compensation is **available** to the entire group and class, should they meet the necessary qualifications. This same structure is applied to

numerous other forms of pensionable special compensation. For example, the Management MOU also provides for education special compensation for managers that obtain certifications in excess of those required for their positions. (Respondent Yolo County's Hearing Exhibit MM, YOLO 151.) This is pensionable income pursuant to California Code of Regulations, Title 2, Section 751(2). That special compensation is not disallowed because all members the unit don't receive the special compensation. If we applied Mr. Gutierrez's logic to that same special compensation, it could be disallowed because not all members receive the education incentive. This conclusion ignores that the special compensation is *available* to all members, despite the fact that the one member "spot checked" did not qualify to receive the special compensation because they did not obtain the necessary certification.

The proposed decision also errs in its holding that the compensation at issue violates section 571(b)(1)(B), which requires that all pensionable special compensation indicate "the conditions for payment of the item of special compensation, including, but not limited to, eligibility for, and amount of, the special compensation." The Management Association MOU provides as follows:

Effective January 1, 2015, in order to address unique circumstances in which managers are asked to take on additional duties outside of their essential duties, the County Administrative Officer, at their sole discretion, may adjust the salary of any employee up to a maximum of ten percent (10%) of base salary. The County Administrative Officer's decision regarding management incentive pay, including eligibility or cessation, shall be final and not subject to the grievance procedure. (Respondent Yolo County's Hearing Exhibit MM, YOLO 153.)

The language includes both (1) the conditions required for payment and (2) the amount of the special compensation. The conditions required for payment are that the manager agree to assume duties "outside of their essential duties" and retain their already existing duties for an indefinite period. The use County Adminsitrator's discretion does not erase that the conditions for payment are included in the subject language.

For the foregoing reasons, Respondent County of Yolo respectfully requests that the Board decline to adopt the proposed decision in favor of its own decision granting Ms. Handley's appeal.

Respectfully,



April Rocke
Deputy County Counsel III

EXHIBIT AA

BOARD OF SUPERVISORS

Yolo County, California

Date: September 29, 2015

To: CAO ✓
HHSA ✓

30.

Receive update on the work of the Family Violence Ad Hoc Committee and support draft action plan. (General fund impact \$102,054) (Blacklock/Planell)

Betsy Marchand, Mashan Wolfe and Nancy Pennebaker addressed the Board of Supervisors on this item.

Minute Order No. 15-121: Approved recommended action.

MOVED BY: Provenza / SECOND BY: Saylor

AYES: Provenza, Chamberlain, Villegas, Saylor, Rexroad.

NOES: None.

ABSTAIN: None.

ABSENT: None.



County of Yolo

www.yolocounty.org

To: Supervisor Matt Rexroad, Chair
and Members of the Board of Supervisors

Regular-General Government # 30.

Board of Supervisors Meeting

County Administrator

Meeting Date: 09/29/2015

Brief Title: Family Violence in Yolo County: Opportunities, Challenges and Next Steps

From: Patrick Blacklock, County Administrator

Staff Contact: Joan Planell, Director, Health & Human Services Agency

Subject

Receive update on the work of the Family Violence Ad Hoc Committee and support draft action plan. (General fund impact \$102,054) (Blacklock/Planell)

Recommended Action

- A. Receive update on the work of the Family Violence Ad Hoc Committee; and
- B. Support staff recommended draft action plan

Strategic Plan Goal(s)

Thriving Residents
Safe Communities

Reason for Recommended Action/Background

Background

In early 2014 the Yolo County Board of Supervisors established the Family Violence Ad Hoc Committee. With the charge of taking a comprehensive look at family violence in Yolo County, committee members engaged internal and external family violence service providers in a series of focus groups; toured peer community service centers; and researched service delivery best practices. Through this work the Committee identified challenges, discussed opportunities, and developed a recommendation for next steps.

Current Challenges and Opportunities

During focus groups with county and community service providers a number of

YOLO 0076

challenges were identified with the County's current method of delivering family violence services. In the current service delivery model, county and community service providers work within silos, providing services to individuals and families who enter the system from a variety of access points. This model creates a number of challenges for survivors, who by entering the system in such a manner often miss services needed to assist them in their journey to long term healing.

In addition to the challenges associated with this complex, decentralized method of service delivery, focus groups identified a number of challenges associated with the current system such as, limited resources in both funding and staff; competition for funding among service providers; duplication and gaps in service delivery; and limited access due to the physical distance between service providers. Despite these challenges, service provider focus groups, tours of the Sonoma County Family Justice Center and One Safe Place Shasta County service centers, and best practice research allowed for a number of discussions on available opportunities to improve the way family violence services are delivered in Yolo County.

In recent years, the delivery of services to survivors of family violence has evolved. What was once a decentralized system of public and non-profit service providers has transformed into a coordinated effort among agencies to wrap services around victims of family violence. Set up as a one-stop-shop, with the co-location of services under one roof, this model is a leading service delivery best practice. Though limited due to the County's current model of service delivery, there has been some partnership among county and community service providers through referrals and the recent pilot of an integrated service delivery model in the Yolo County Family Justice Center.

Individuals and families experiencing family violence require immediate and ongoing services. With some area service providers already organized to provide such services, the opportunity to engage community and county service providers in the creation of a comprehensive, integrated service delivery model exists.

Next Steps

Next steps in this effort build on the work of the Yolo Family Justice Center pilot and community-based organizations like Empower Yolo, through implementation of the Yolo County Family Violence Action. The recommended draft action plan can be found on page six of the Family Violence Ad Hoc Committee's final report (Att. A) and allows for the detailed exploration of the integrated service delivery model in Yolo County.

Beginning with funding a full time Family Violence Program Coordinator under the Yolo County District Attorney's Office, stage one of the draft action plan would initiate the colocation of services by locating Yolo County Eligibility works, victims advocates, and other county service providers with the legal assistance, shelter, and counseling services currently provided by Empower Yolo. Performance measures

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would be created and data would be analyzed to assess the impact of colocating staff. Costs incurred during stage one are estimated to be minimal and include the cost of relocating county staff and the salary and benefits of the Program Coordinator.

In stage two of the draft action plan the Program Coordinator would assemble a team of stakeholders to identify additional opportunities for colocation and develop a timeline to explore the creation of a one-stop-shop for family violence services in Yolo County. A champion would be identified and colocation of county and community services would continue at Empower Yolo. Costs in stage two are expected to remain minimal at this time through the funding of the Program Coordinator position.

Finally, in stage three of the draft action plan the Program Coordinator, with the assistance of her team of stakeholders, would develop a recommendation to present to the Board of Supervisors on the future of family violence service delivery in Yolo County.

Staff Recommendations

To begin work on the recommended action plan and explore the capacity for an integrated service delivery model in Yolo County, staff recommends the initiation of Stage One of the Yolo County Family Violence Action Plan in FY 15-16.

Collaborations (including Board advisory groups and external partner agencies)

Yolo County Administrator's Office
 Yolo County District Attorney's Office
 Yolo County Health and Human Services Agency
 Board of Supervisors Family Violence Ad Hoc Committee
 Legal Services of Northern California
 Yolo County Superior Court
 UC Davis Family Protection and Legal Assistance Clinic
 One Safe Place - Redding, CA
 Sonoma County Family Justice Center
 Alliance for Hope International
 Empower Yolo
 Center for Families
 Yolo County Family Justice Center

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	\$102,054
Amount budgeted for expenditure	\$0
Additional expenditure authority needed	\$102,054
On-going commitment (annual cost)	\$102,054

Source of Funds for this Expenditure

General Fund	\$102,054
--------------	-----------

Further explanation as needed

The additional funds are needed to increase the duties of staff within the District Attorney's office. The director of the Children's Advocacy Center (known locally as the MDIC) will function as the project manager of this pilot initiative in addition to her current duties. Additional funds are needed to backfill job duties within the CAC. Specifically, the funding will provide for one additional limited term Account Clerk, the promotion of one staff member with the ability to provide additional leadership to the MDIC and additional compensation for the CAC/FJC Director. This is a two-year funding commitment.

AttachmentsAtt. A. Final ReportAtt. B. Action Plan

Form Review

Inbox	Reviewed By	Date
Elisa Sabatini	beby	08/27/2015 10:19 AM
Elisa Sabatini	Elisa Sabatini	09/03/2015 03:23 PM
Joan Planell	Joan Planell	09/15/2015 02:03 PM
Elisa Sabatini	Elisa Sabatini	09/15/2015 04:06 PM
Joan Planell	Joan Planell	09/21/2015 02:05 PM
Elisa Sabatini	Elisa Sabatini	09/21/2015 03:25 PM
Mindi Nunes	Mindi Nunes	09/21/2015 03:39 PM
Patrick Blacklock	Beth Gabor	09/21/2015 03:52 PM
Elisa Sabatini	Elisa Sabatini	09/21/2015 03:54 PM
Form Started By: beby		Started On: 05/05/2015 11:10 AM
Final Approval Date: 09/21/2015		

Att. A

Family Violence in Yolo County

Service Delivery Challenges, Opportunities, and Next Steps

July 15, 2015

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Background

In early 2014 the Yolo County Board of Supervisors established the Family Violence Ad Hoc Committee. Membership included Supervisor Jim Provenza and Supervisor Don Saylor, with staff support from:

- District Four Deputy Gina Daleiden
- County Administrator Patrick Blacklock
- Health and Human Services Director Joan Planell
- CAO Management Analyst Becky Eby

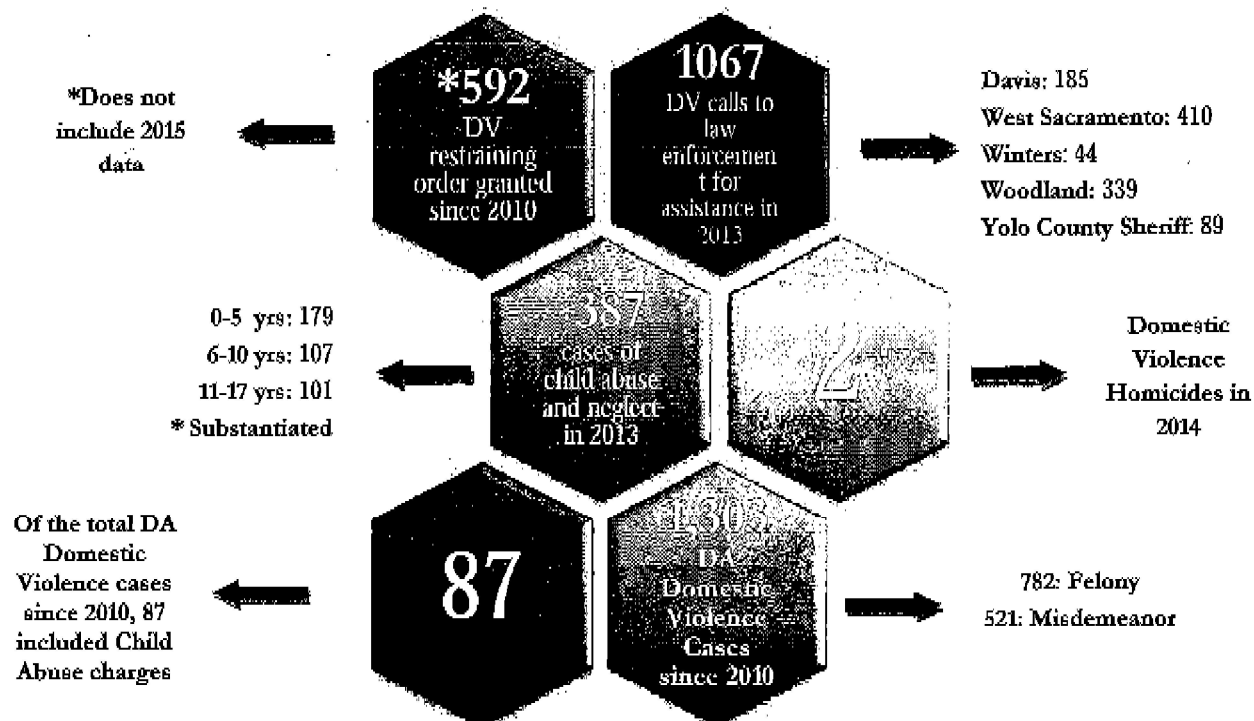
With the charge of taking a comprehensive look at family violence in Yolo County, committee members engaged internal and external family violence service providers in a series of focus groups; toured peer community service centers; and researched service delivery best practices.

Family violence is when someone uses abusive behavior to control and/or harm a member of their family, or someone with whom they have an intimate relationship. There are many forms of family violence, including physical, sexual, emotional, economic, and psychological abuse. These different forms of abuse can occur in range of relationships and context. Examples include, intimate partner violence, child abuse and neglect, elder abuse, and dating violence.

This report provides information on the prevalence of family violence in Yolo County; highlights service delivery best practices; and identifies challenges and opportunities within the current service delivery model. As the foundation for future discussions of the Family Violence Ad Hoc Committee and Yolo County Board of Supervisors, this report will assist in the identification of next steps to ensure survivors of family violence in Yolo County are connected to the services needed for their journey to long term healing.

Family Violence in Yolo County

Family violence is happening in Yolo County:



Data details and additional information can be found in Appendix A: Family Violence in Yolo County (pg. 7).

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Service Delivery Best Practices

In recent years the delivery of services to victims of family violence has evolved. What was once a decentralized system of public and non-profit service providers has transformed into a **coordinated effort among agencies to wrap services around victims of family violence**. Set up as a **one-stop-shop**, with the **co-location of services under one roof**, this model is a leading service delivery best practice.

With law enforcement, prosecutors, advocates, health and human services staff, and other community-based service providers working together, individuals and families experiencing family violence have access to comprehensive services through a single point of entry. This streamlined approach prevents service duplication and bridges gaps in communication, helping increase provider efficiency and effectiveness for those accessing services. Communities implementing this multi-disciplinary, multi-agency approach are able to increase survivor safety, enhance abuser accountability, and make reporting domestic violence and sexual assault less overwhelming for survivors.

Today, 80 communities have taken this multi-disciplinary, multi-agency approach to family violence service delivery. To see this model in action, committee members traveled to the Sonoma County Family Justice Center and Shasta County's One Safe Place. Both centers have implemented an integrated approach to family violence, with Sonoma County's model led by the District Attorney and One Safe Place implementing a nonprofit-led model. Through these tours, additional best practices were identified that could enhance service delivery in Yolo County.

Best Practices for Enhanced Service Delivery

- An **Executive Director** is crucial to the success of an integrated service delivery model. This individual provides the leadership needed to guide initial planning and implementation, as well as long-term stability and focus in the areas of advocacy; fundraising and marketing; and managing board, service provider, and community relations.
- **Client Navigators** help identify service needs for those entering a one-stop-shop for family violence, guide individuals and families through the process, and connect them to needed services. This position is integral to making survivors feel safe and to ensure they receive the services and care required to make the transition from victim to survivor.
- When possible, **client services and shelter services** should be connected. In the case of One Safe Place the local Family Justice Center merged with Shasta Women's Refuge, the area's nonprofit shelter service provider. This allows the organization to connect survivors directly to shelter services.
- **Technology** that supports web-based interactions for victims during court proceedings and forensic interviews by law enforcement and child/family services give survivors the option of not facing their abuser in court and only telling their story once.
- Prevention is a key component of the integrated services delivery model. **Outreach and education** efforts are integral to create community awareness and support domestic violence, dating violence, and bullying prevention programs in K-12 schools and area colleges.
- Finally, the identification of a **Champion**, someone who will take on the effort, engage the community, build relationships, and bring partners together, is vital and can serve as a catalyst for the successful launch of an integrated service delivery model.

Additional details on the service delivery models for the Sonoma County Family Justice Center and One Safe Place can be found in Appendix B: Service Delivery Models and Financing (pg. 13).

Current Practices and Challenges

Through a series of focus groups, committee members found the provision of services to victims of family violence in Yolo County currently follows a decentralized approach. County and community service providers work within silos, providing services to individuals and families who enter the system from a variety of access points. This model creates a number of challenges for survivors, who by entering the system in such a manner often miss services needed to assist them in their journey to long term healing. In some cases, when faced with the difficulty of navigating this complex system of service delivery individuals give up and continue to live in an unsafe environment.

In addition to the challenges associated with this complex, decentralized method of service delivery, focus groups identified a number of challenges associated with the current system:

1. **Limited resources** in both funding and staff;
2. **Competition for funding** among service providers;
3. **Physical distance between service providers** is a barrier for victims who lack transportation;
4. **Strained relationships** among service providers;
5. **Duplication and gaps in service delivery**; and
6. **No identified champion** for a comprehensive, integrated service model.

Though limited due to the current model of service delivery, there has been some partnership among county and community service providers through referrals and the recent pilot of an integrated service delivery model. Beginning in 2011, a group of county and community service providers met as the Yolo County Family Justice Center. Using Empower Yolo, a local nonprofit sexual assault and domestic violence center, as its base of operations, the group met for three hours every Wednesday to assist individuals and families currently experiencing family violence.

The center originated from county and community planning efforts, with initial funding from the Yolo County Sheriff's Office and support from the Alliance for Hope International (previously known as the National Family Justice Center Alliance). While the center was able to provide services to nearly 300 individuals over a period of almost three years faced with many of the challenges listed above the center closed operations in December of 2013.

Opportunities and Next Steps

Individuals and families experiencing family violence require **immediate and ongoing services**. Though some area service providers may be organized to provide such services, the opportunity to engage community and county service providers in the creation of a comprehensive, integrated service delivery model exists.

By building on the work of the Yolo Family Justice Center pilot and community-based organizations like Empower Yolo, Yolo County has the momentum required to implement the next steps included in the draft action plan below.

Yolo County Family Violence Action Plan

Stage	Components	Timeline	\$
1. Initiation of Co-located Services	- Co-locate Yolo County eligibility workers, victim advocates, and other county services with the legal assistance, shelter, and counseling services currently provided at Empower Yolo. - Assess impact and outcomes of co-located staff. - Fund a two year limited term program coordinator position. - One option is to repurpose an existing staff member to oversee coordination and use limited term funding for a temporary backfill position.	FY 15-16	\$-\$\$
2. Exploration of Integrated Services	- Assemble stakeholder team to identify opportunities and develop timeline to create one-stop-shop for integrated services. - Continue co-location of county services with Empower Yolo. - Identify champion.	FY 16-17 to FY 17-18	\$-\$\$
3. Implementation of One-Stop Shop	- Identify leadership structure. - Identify location. - Develop fundraising plan. - Implement plan for integrated service delivery.	FY 18-19 to FY 19-20	\$\$-\$\$\$

While an integrated, one-stop-shop is considered a best practice for providing services to survivors of family violence, it should be noted that Yolo County faces a number of barriers to the implementation of such a model. These barriers include:

1. No identified champion;
2. Lack of funding;
3. Strained County and community partner relationships; and
4. Limited options for shared space.

To begin to address these barriers staff recommends the initiation of Stage One of the Yolo County Family Violence Action Plan in FY 15-16.

Appendix A: Family Violence in Yolo County

Yolo County District Attorney Data

Felony (Fel) Domestic Violence Cases

From January 1, 2010 - December 31, 2014, there have been 782 Felony Domestic Violence cases.

- 2014 = 147
- 2013 = 138
- 2012 = 134
- 2011 = 148
- 2010 = 215
- **Total = 782**

Misdemeanor (Misd) Domestic Violence Cases

From January 1, 2010 - December 31, 2014, there have been 521 Misdemeanor Domestic Violence cases.

- 2014 = 121
- 2013 = 92
- 2012 = 75
- 2011 = 113
- 2010 = 120
- **Total = 521**

Total Domestic Violence Cases

From January 1, 2010 - December 31, 2014, there have been 1,303 Total Domestic Violence cases.

- 2014: 147 (Fel) + 121 (Misd) = 268
- 2013: 138 (Fel) + 92 (Misd) = 230
- 2012: 134 (Fel) + 75 (Misd) = 209
- 2011: 148 (Fel) + 113 (Misd) = 261
- 2010: 215 (Fel) + 120 (Misd) = 335
- **Total: 782 (Fel) + 521 (Misd) = 1,303**

Domestic Violence Homicides

From January 1, 2010 - December 31, 2014, there have been four Total Domestic Violence Homicides.

- 2014 = 2
- 2013 = 0
- 2012 = 0
- 2011 = 0
- 2010 = 1
- **Total = 4**

Domestic Violence & Child Abuse

From January 1, 2010 - December 31, 2014, there have been 87 Domestic Violence cases with Child Abuse charges as well. It should be noted that the District Attorney's Victim Services Unit views every child of a domestic violence victim to be a victim as well. This number would be difficult to quantify, but it would be hundreds of children.

- 2014 = 17
- 2013 = 20
- 2012 = 20
- 2011 = 9
- 2010 = 21
- Total = 87

Victim Services Unit - Service Requests

The District Attorney's Victim Services Unit provided service for 1,655 cases from January 1, 2010 - December 31, 2014. Of these services, 1,507 were from cases post 2010, and 148 services were from pre 2010 cases. Not all of these were charges as Domestic Violence cases, but they were entered as Domestic Violence Service Requests.

- 2014 = 393 (Post) / 4 (Pre) = 397
- 2013 = 264 (Post) / 1 (Pre) = 265
- 2012 = 265 (Post) / 9 (Pre) = 274
- 2011 = 263 (Post) / 14 (Pre) = 277
- 2010 = 322 (Post) / 120 (Pre) = 442
- Total = 1,507 (Post) / 148 (Pre) = 1,655

Domestic Violence Restraining Orders

From July 1, 2011 - December 31, 2014, there have been approximately 121 Domestic Violence Cases where a Restraining Order was mentioned in a Remark Note, made by an Attorney. Prior to July, 2011, these notes were made on the paper file, and not tracked in LAWSuite.

- 2014 = 52
- 2013 = 35
- 2012 = 24
- 2011 = 10
- 2010 = 0
- Total = 121

Legal Services of Northern California Data

From January 1, 2014 - February 28, 2015, Legal Services of Northern California opened up 48 cases for people who indicated they were victims of abuse. Some of the victims had multiple cases, taking the total number of victims served to 37. The problems for which individuals sought assistance include:

- Housing: 28
- Consumer Rights: 4
- Custody, Divorce and/or Support: 6

- Immigration (U-Visas or VAWA petitions): 5
- Guardianship: 1
- Elder Abuse: 2
- Domestic Abuse: 2

Yolo County Superior Court Data

Family Law Facilitator Data

Since taking the position of Family Law Facilitator/Self-Help Attorney with the Yolo Superior Court, Kay Hohenwarter has tracked the number of petitioners her office assists each year. Below are the total requests to obtain a domestic violence restraining order through the Family Law Facilitator since 2011:

- 2011: 301
- 2012: 433
- 2013: 436
- 2014: 539

DV Restraining Orders Granted

The following data was provided to me by the Deputy Court Executive Officer regarding the number of domestic violence restraining orders granted:

Year	RO w/Minor Child	RO w/o Minor Child	Total
2010	84	36	120
2011	85	38	123
2012	82	62	144
2013	58	44	102
2014	55	48	103

From 2010 to 2014 there have been a total of 592 domestic violence restraining orders granted. Of these granted orders 61% included minor children and 39% did not include minor children.

Yolo County Data from Kidsdata.org

Kidsdata.org is a program of the Lucile Packard Foundation for Children's Health. To promote the health and well-being of children in California, Kidsdata.org provides easily accessible, high-quality, wide-range local data to those who work on behalf of children. Data comes from over 35 trusted public sources such as the California Department of Education, California Department of Justice, and, California Department of Public Health.

Substantiated Cases of Child Abuse and Neglect by Age, 2013

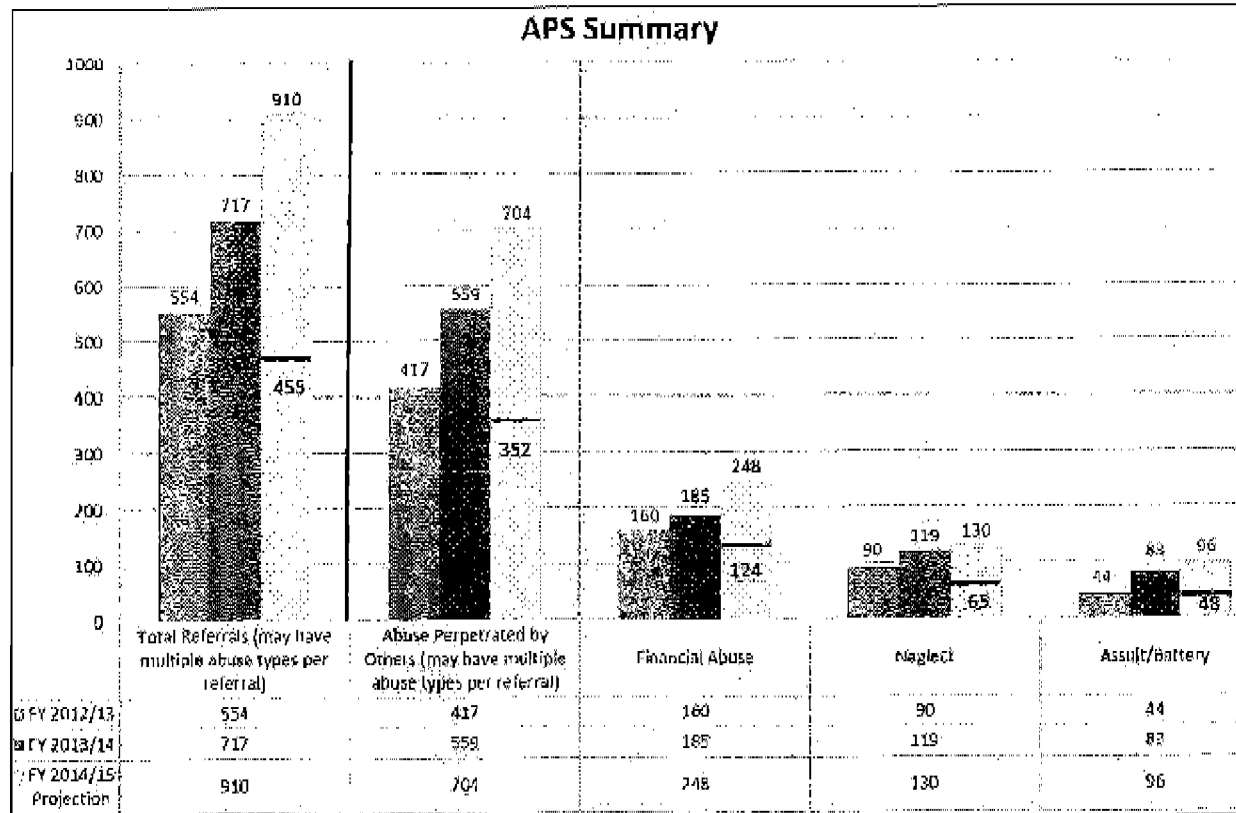
The chart below displays the number of substantiated cases of child abuse and neglect by age. In 2013, there were a total of 387 substantiated cases of child abuse and neglect with the highest number of substantiated cases (107 or 27.6%) involving children between the ages of six and ten.

Age	Under 1	1-2	3-5	6-10	11-15	16-17
Number	64	50	65	107	78	23
Percent	16.5%	12.9%	16.8%	27.6%	20.2%	5.9%

Yolo County Health and Human Services Data

Staff from the Health and Human Services provided information on Child Welfare Services and Adult Protective Services at a Yolo County Family Violence Ad Hoc Committee focus group. Below are some highlights from the data presented.

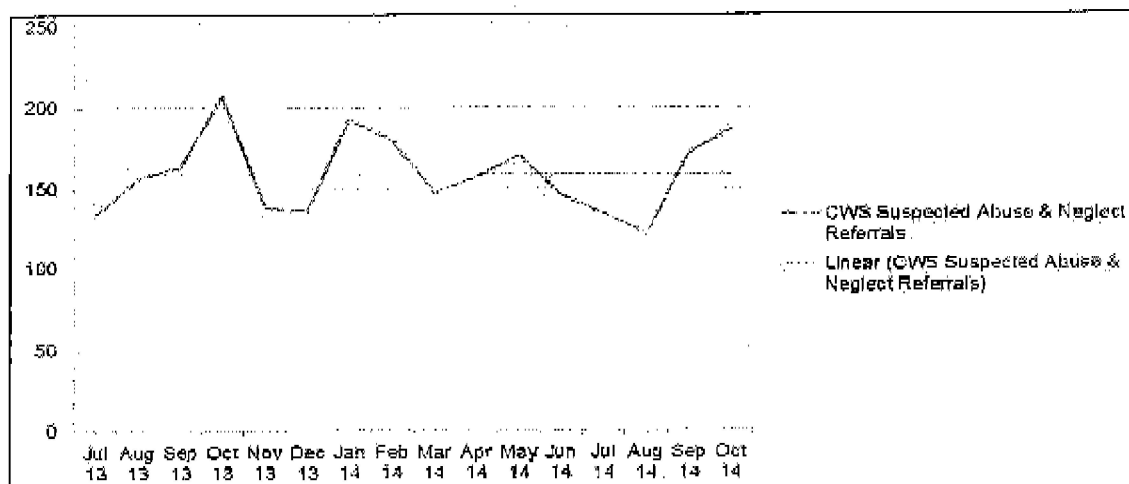
Adult Protective Services



The chart above details the total number of referrals, abuse perpetrated by others and the types of abuse for FY 2012-2013 and FY 2013-2014, as well as projections for FY 2014-2015.

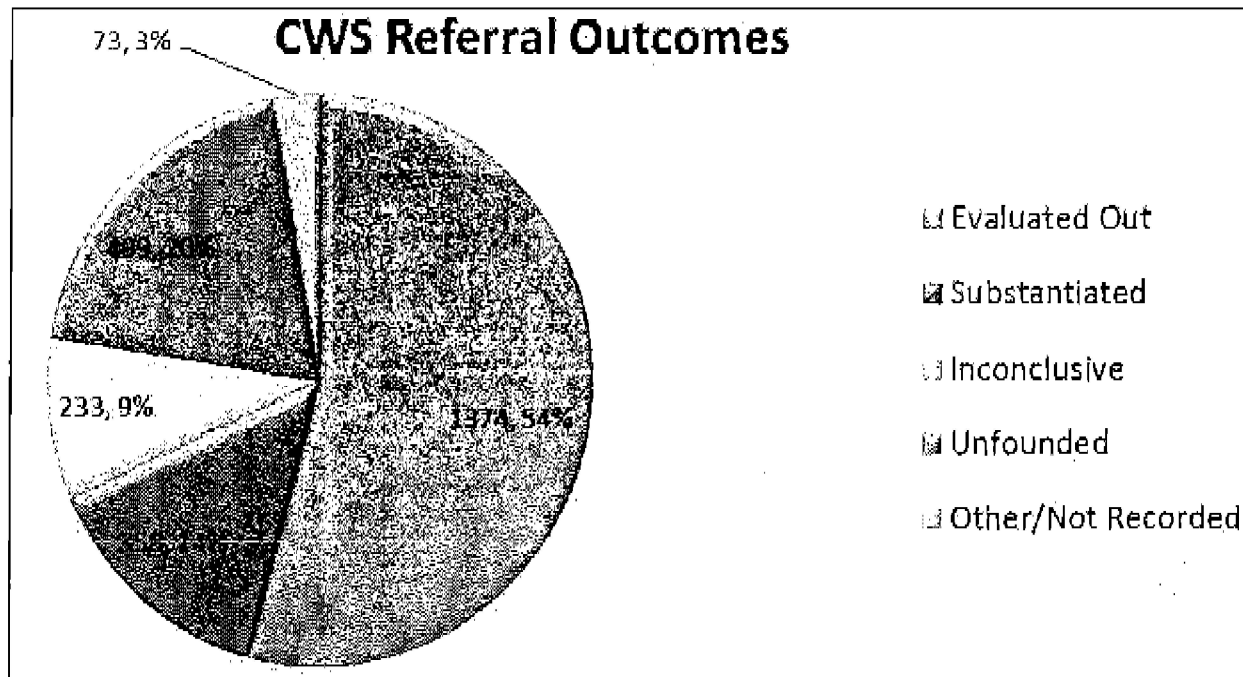
Child Welfare Services Referral Statistics

Yolo County received 2,537 calls for suspected abuse and neglect in Fiscal Year 13/14. Overall this trend does fluctuate month to month.



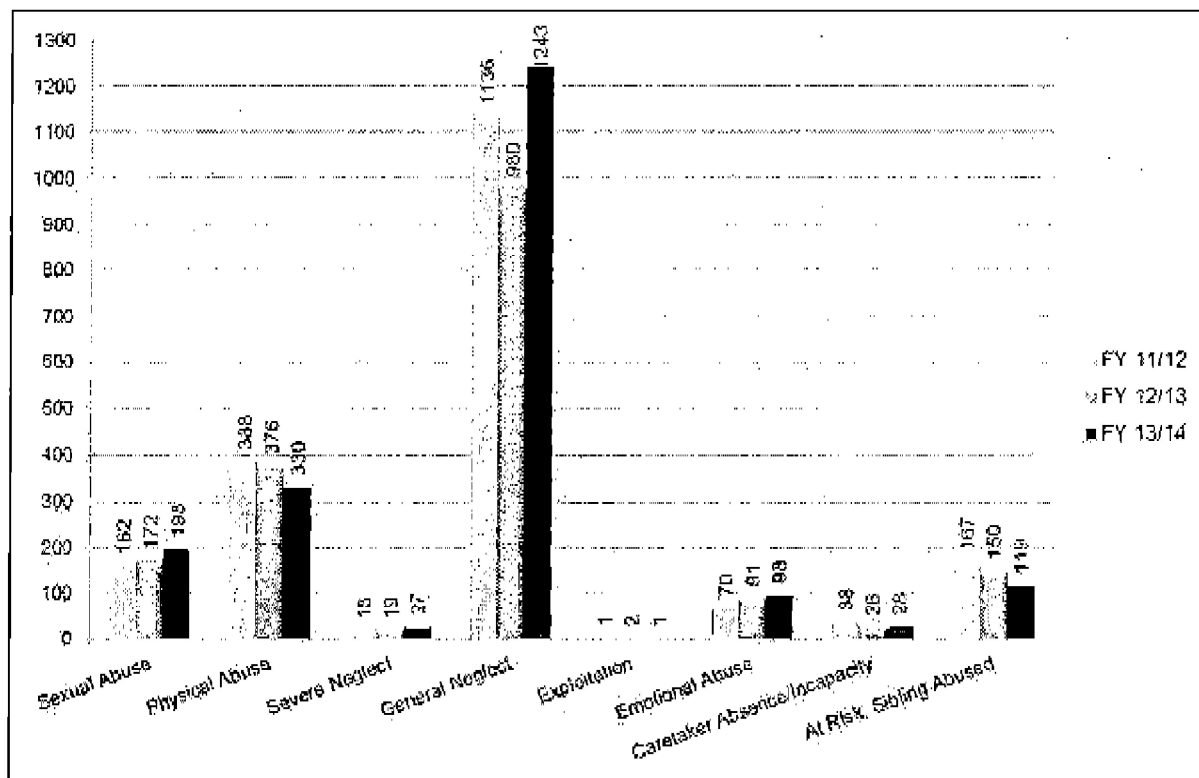
Child Welfare Services Referral Outcomes

Of these 2537 referrals for FY 13/14, 1374 were evaluated out. Of those investigated, allegations are either found false (unfounded), found valid (substantiated), or found to not have enough evidence to support a valid or false finding (inconclusive).



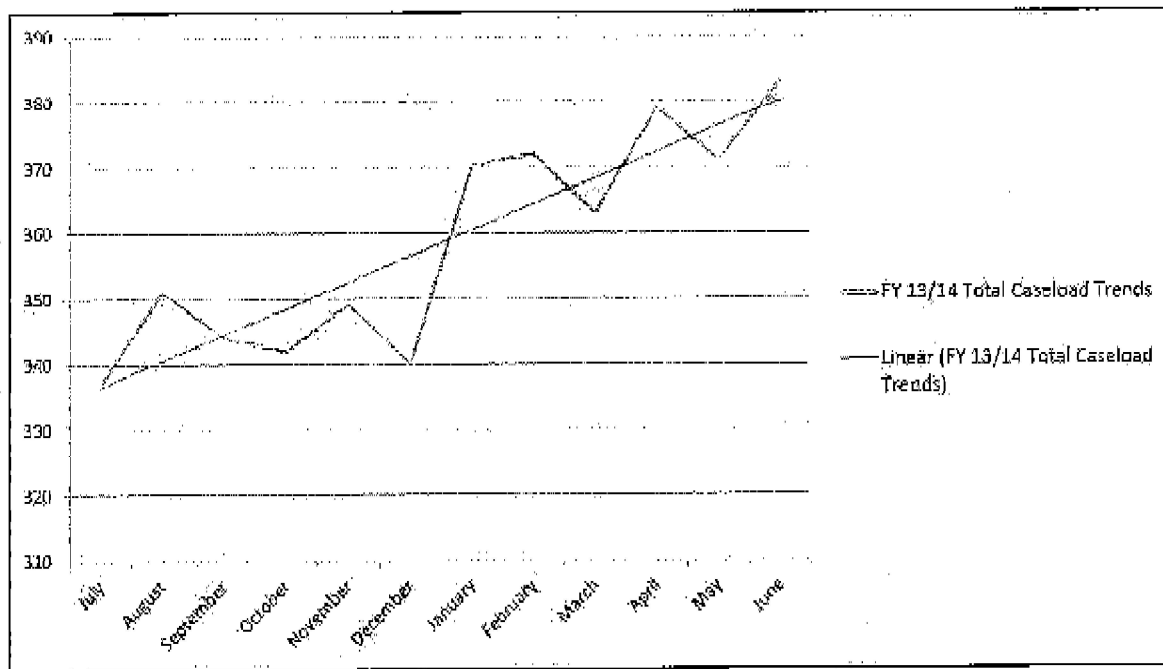
Child Welfare Services Comparison of Allegation Types

The follow chart compares the allegation types for Child Welfare Services referrals.



Child Welfare Services Caseload Trends

The graph below shows Child Welfare Services caseload trends for FY 2013-2014.



Appendix B: Service Delivery Models and Financing

	Sonoma County FJC FY 15-16	One Safe Place FY 13-14	Yolo County FJC (2011-2014)
<u>Lead Agency</u>	County	Nonprofit	Pilot
<u>Budget</u>		<i>Revenues</i>	
General Fund	\$186,781	\$0	\$0
Grant Revenue	\$31,070	\$954,700	\$25,000
Donations	\$186,781	\$561,800	\$20,013
Capital Campaign	\$0	\$1,236,000	\$0
Other	\$65,000	\$42,500	\$0
Total	\$532,851	\$2,795,000	\$45,013
		<i>Expenditures</i>	
		(See attached Financial Statements for details)	
Total	\$589,741	\$2,144,200	Unknown
		<i>Revenues less Expenditures</i>	
Total	(\$56,890)	\$650,800	Unknown
<u>Staff</u>			
Full-Time	2	31	0
Part-Time	0	5	0
Total	2	36	0
<u>Services Provided</u>	• Advocacy • Chaplaincy Program • Childcare Room • Client Technology Area • Assistance with Clothing • Victim Services (DA) • Deaf and Hard of Hearing Services • Survivor Groups and/or Therapy Services • Immigration Services • Intake Assessment • Legal Advocacy • Resource Center • Access to Safe Housing • Safety Planning • Transportation Assistance • 24 Hour Crisis Line • Emergency Shelter • Client Services Center • Criminal/Family Court and Social Service advocacy. • Advocacy & Crisis Counseling • Emergency Food and Clothing Assistance • Emergency Transportation • Emergency Response • Legal Assistance • Community Resource and Referral Information • Housing Assistance • Client Education Through the Personal Empowerment Program • Support Groups • Advocacy Group • Camp HOPE • Counseling • Legal Assistance • Referrals to legal counsel for Family Law Issues • Access to DA Victim Services, Child Protective Services, Adult Protective Services and community-based services for food, clothing and shelter • Immediate access to law enforcement for reports of sexual assaults, domestic violence and restraining order violations		

Att. B

Yolo County Family Violence Action Plan

Stage	Components	Timeline	\$
1. Initiation of Co-located Services	- Co-locate Yolo County eligibility workers, victim advocates, and other county services with the legal assistance, shelter, and counseling services currently provided at Empower Yolo. - Assess impact and outcomes of co-located staff - Fund a two year limited term program coordinator position. - One option is to repurpose an existing staff member to oversee coordination and use limited term funding for a temporary backfill position.	FY 15-16	\$-\$\$
2. Exploration of Integrated Services	- Assemble stakeholder team to identify opportunities and develop timeline to create one-stop-shop for integrated services. - Continue co-location of county services with Empower Yolo. - Identify champion.	FY 16-17 to FY 17-18	\$-\$\$
3. Implementation of One-Stop Shop	- Identify leadership structure. - Identify location. - Develop fundraising plan. - Implement plan for integrated service delivery.	FY 18-19 to FY 19-20	\$\$-\$\$\$

YOL0003

Addressing Family Violence in Yolo County

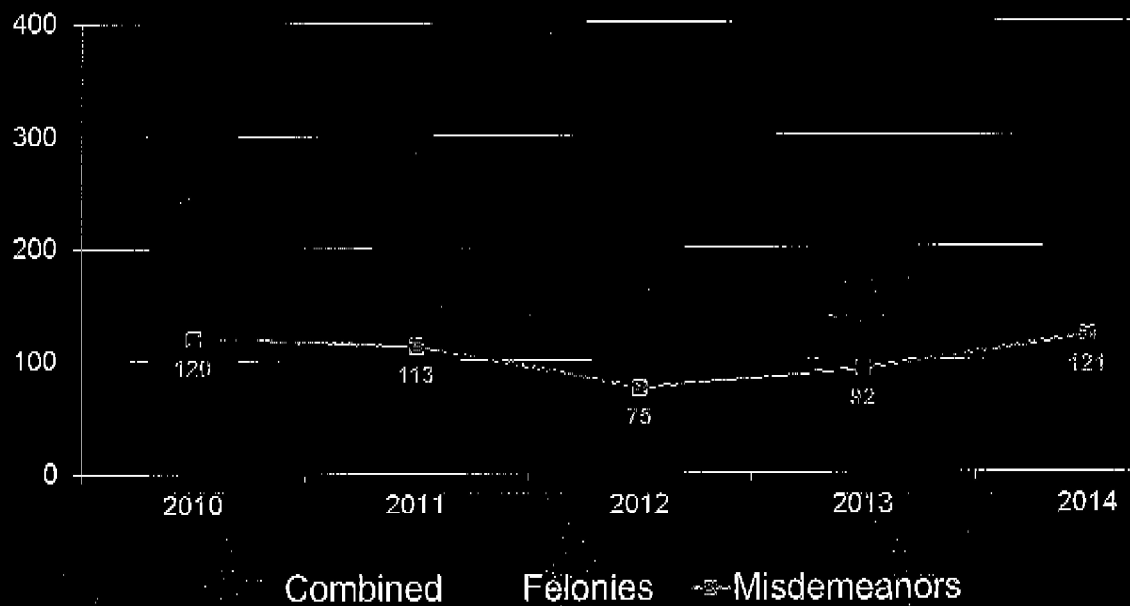
Report from the Ad Hoc Committee

Yolo County

Yolo County Board of Supervisors
September 29, 2015

Data

Domestic Violence Cases in Yolo County



Best Practice Model

- Implements one-stop integrated system with co-located services
- Maximizes resources and efficiencies through public/private partnerships
- Includes an identified champion who brings partners together
- Uses client navigators and the latest technology to keep victims safe
- Promotes prevention through outreach and education

Yolo County Focus Groups

- Identified challenges with the current decentralized service system to include:
 - Barriers – limited resources, multiple service sites
 - No identified champion
 - Limited collaboration among providers

Ad Hoc Committee Recommendations

Stage	Components	Timeline
1. Co-locate Services	- Fund staff for pilot project - Co-locate services including eligibility workers, victim advocates and other county services with legal assistance (Legal Services of Northern California and UC Davis Law Clinic), shelter and counseling services (Empower Yolo) as well as others yet to be identified - Assess impact of co-located staff - Identify a champion	First 6 months
2. Explore Integration	- Assemble stakeholder team to identify opportunities and develop timeline to create one-stop shop for integrated services - Continue co-location of private/public services	Months 6 through 18
3. Implement One-Stop Shop	- Identify leadership structure - Identify location - Develop fundraising plan - Implement plan for integrated service delivery	Months 19 through 24 (ending 10/17)

8800 D70A

For Your Consideration

- Adopt Committee's 3-phased approach over next 2 years
- Approve \$102,054 to fund staffing changes to explore an integrated approach
- Assign funds and program management to the District Attorney during this pilot phase

EXHIBIT BB



COUNTY OF YOLO PERSONNEL ACTION FORM

White HR
Pink Department
Goldenrod Employee

(Handwritten initials)

DATE TYPED 11-13-15		
EFFECTIVE DATE OF ACTION 10-4-15	ACTION Out of class 10% FIC Director differential <i>CAD</i>	
EMPLOYEE'S NAME (LAST NAME, FIRST NAME, MIDDLE) HANDLEY, Cameron	EMPLOYEE ID 475	SOCIAL SECURITY NUMBER [REDACTED] ✓
JOB CLASSIFICATION Family Justice Center Director	JOB NUMBER	POSITION NUMBER
DEPARTMENT NAME District Attorney		ACCOUNTING UNIT [REDACTED]
DIRECT MANAGER (SUPERVISOR) Jonathan Raven	LOCATION	ORGANIZATIONAL UNIT

☒ REGULAR ☐ TEMPORARY	☒ FULL-TIME ☐ PART-TIME	FULL-TIME EQUIVALENCY (FTE) 1 FTE	STANDARD HOURS 40
--	--	--------------------------------------	----------------------

STEP	HOURLY COMPENSATION RATE 46.0909	
------	-------------------------------------	--

EFFECTIVE DATE	CURRENT BARGAINING UNIT	NEW BARGAINING UNIT
ANNIVERSARY DATE	PROBATION END DATE	SENIORITY DATE
OTHER DATE	NEXT REVIEW DATE	NEXT REVIEW TYPE

MANDATORY BENEFITS

CALPERS ID	CALPERS APPOINTMENT	RETIREMENT PLAN	DENTAL/VISION FLAG DATE
------------	---------------------	-----------------	-------------------------

ALLOWANCES and OTHER PAY RATES

EARNINGS CODE	DESCRIPTION
---------------	-------------

EARNINGS CODE	DESCRIPTION 10/17 S10 - 80 hrs
---------------	-----------------------------------

EARNINGS CODE	DESCRIPTION 10/31 S10 - 80 hrs
---------------	-----------------------------------

COMMENTS:
~~Out of class 10% FIC Director differential~~ - 2 years
 Effective: 10-4-15
 (cc: Nikki)

11/14 S10 - 80 hrs.

100% of all compensation will be reported to CalPERS with all Special
 Project pay reported as "supplemental income."

HUMAN RESOURCES	DATE	DEPARTMENT HEAD OR DESIGNEE	DATE	EMPLOYEE	DATE
<i>(Signature)</i>	11-24-15	<i>(Signature)</i>	11/13/15	ADMIN. ACTION	11-17-15

MAY 2015

EXHIBIT DD

EXHIBIT EE

COUNTY OF YOLO
EMPLOYEE PERFORMANCE EVALUATION & DEVELOPMENT PLAN
 (NOT TO BE USED FOR EXTRA HELP OR AT-WILL EMPLOYEES)

EMPLOYEE NAME: Cameron Handley

EMPLOYEE JOB TITLE: Children's Advocacy Center (CAC) Director on special assignment to Family Violence Coordination Pilot Project (FVCPP)

DEPARTMENT: District Attorney

EVALUATION PERIOD: 10/4/2020 TO 10/1/2021

MERIT DUE? N/A STEP: E

EVALUATION TYPE: PROBATIONARY 3 MO ☐ 6 MO ☐ 9 MO ☐ 12 MO ☒

ANNUAL ☒ PIP ☐ SPECIAL/PROMOTION ☐

PERFORMANCE RATING

KEY JOB DUTIES/RESPONSIBILITIES

1. Oversee program coordination of FVCPP
2. Oversight of CAC (MDIC - Multi-Disciplinary Interview Center)
3. Assemble stakeholder team to identify opportunities and develop timeline to create "one-stop-shop" for integrated services
4. Identify leadership structure and location of FVCPP
5. Implement plan for integrated service delivery for FVCPP
6. Co-locate partnering agencies and services at Empower Yolo and assess impact and outcomes of co-located staff

INSTRUCTIONS

Using desk notes, work product, and input from others where appropriate, consider the employee's contributions during the rating period as they compare to the performance expectations given the length of time that the employee has held his/her current position.

1. Provide the employee with a copy of the prior period EMPLOYEE PERFORMANCE EVALUATION & DEVELOPMENT PLAN for review.
2. If self-appraisals are used, ask the employee to complete and submit a self-appraisal of his/her progress towards meeting the goals set in the prior rating period.
3. Complete the Evaluation Rating Scale section by indicating the rating that best describes the employee's performance in each category and completing a statement to support and expand upon your rating [N/A (not applicable) should be written for categories that do not apply or were not observed by the reviewer.]
4. Email a draft of the proposed performance evaluation to the Chief of Finance & Admin for review.
5. Meet with the employee to review the Evaluation Rating Scale and Goals sections.
6. Discuss the proposed development plan for the upcoming rating period, with the employee.
7. The employee and supervisor sign, then route through the department to obtain the appropriate signatures and then forward to the county human resources department.

EXHIBIT MM

BOARD OF SUPERVISORS
Yolo County, California

To: HR ✓
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 24-79 Item No. 22, of the Board of Supervisors' meeting of August 27, 2024.
MOTION: Barajas. SECOND: Vixie Sandy. AYES: Vixie Sandy, Provenza, Barajas, Villegas, Frerichs.

22.

Approve a four-year agreement through June 30, 2028 with the Yolo County Management Association. (General fund impact: \$1,111,651) (Bryan/Tengolics)

Approved Agreement No. 24-232 on Consent.



County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 22. Human Resources

Board of Supervisors

Meeting Date: 08/27/2024
Brief Title: YCMA MOU
From: Mark Bryan, Interim Director of Human Resources
Staff Contact: Alexander Tengolics, Director of Strategic Operations, County Administrator's Office, x8068

Supervisory District Impact: Countywide

Subject

Approve a four-year agreement through June 30, 2028 with the Yolo County Management Association. (General fund impact: \$1,111,651) (Bryan/Tengolics)

Recommended Action

Approve a four-year agreement through June 30, 2028 with the Yolo County Management Association.

Strategic Plan Goal(s)



In Support of All Goals (Internal Departments Only)

Reason for Recommended Action/Background

The County reached a tentative agreement with the Yolo County Management Association and the resulting Memorandum of Understanding (MOU) is included as Attachment A. The primary changes include:

- 4 year-term
- 3% cost of living adjustment (COLA) effective the pay period including July 1, 2024; 3% COLA effective the pay period including July 1, 2025; 3% COLA effective the pay period including July 1, 2026; 2% COLA effective the pay period including July 1, 2026
- Phased implementation of equity adjustments per total compensation survey: 75% of the equity adjustment effective the pay period including July 1, 2024; 25% of the equity adjustment effective the pay period including July 1, 2025
- Effective July 2025, increasing the salary range differential between represented classifications and closest subordinates to no less than 12%

Collaborations (including Board advisory groups and external partner agencies)

County Counsel, Yolo County Management Association

Competitive Bid Process/Vendor Performance

N/A

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	\$3,176,145
Amount budgeted for expenditure	\$571,984
Additional expenditure authority needed	\$0
One-time commitment	Yes

YOLO 0146

08/15/2025 12:10PM (GMT-04:00)

Source of Funds for this Expenditure
General Fund

Further explanation as needed
Total cost of recommended action: \$3,176,145
Total General Fund Cost: \$1,111,651
Amount budgeted for expenditure: \$571,984 (current FY)
Amount General Fund budgeted for expenditure: \$200,194 (current FY)

Attachments

Att. A. YCMA MOU 2024-2028

Form Review

Inbox	Reviewed By	Date
Mark Bryan	Mark Bryan	08/20/2024 10:51 AM
Gerardo Pinedo	Gerardo Pinedo	08/20/2024 05:05 PM
Financial Services	Laura Liddicoet	08/21/2024 09:22 AM
County Counsel	Phil Pogledich	08/21/2024 04:15 PM
Cindy Perez	Cindy Perez	08/22/2024 11:42 AM
Form Started By: Alexander Tengolles		Started On: 08/13/2024 10:54 AM
Final Approval Date: 08/22/2024		

FILED

Yolo County Agreement No. 24-232

September 10, 2024

BY Julie Dachtler
DEPUTY CLERK OF THE BOARD

MEMORANDUM OF UNDERSTANDING

COUNTY OF YOLO

AND

YOLO COUNTY MANAGEMENT ASSOCIATION

July 1, 2024 through June 30, 2028

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF YOLO
AND THE
YOLO COUNTY MANAGEMENT ASSOCIATION**

This Memorandum of Understanding is entered into by and between the County of Yolo, hereinafter referred to as the County, and the Yolo County Management Association, hereinafter referred to as the Association. The parties having met in good faith have reached full agreement upon all in-scope issues which are set forth expressly in the following. There exists no inducements, agreements or promises other than those set forth herein.

**ARTICLE I
SALARY AND RELATED**

1.1 Salary Adjustments

During the term of this Agreement, general salary adjustments for all classifications designated within the Management Unit shall be as follows:

- 1.1.1 Classifications shall be adjusted as needed to provide a salary range differential between them and their closest subordinate of no less than ten percent (10%). Effective the first full pay period following July 1, 2025, classifications shall be adjusted as needed to provide a salary range differential between them and their closest subordinate of no less than twelve percent (12%). This adjustment shall only apply to those classes and incumbents qualifying under the following conditions: a) all incumbents actually supervise at least the equivalent of one full-time employee; b) excludes those classes which are given a specific stipend for coordinating and providing administrative supervision of other professional classifications; and c) excludes any employee who, for reasons of organizational structure or geographic location, provides administrative supervision to a higher-paid professional employee as part of their program responsibilities.
- 1.1.2 Effective with the pay period that includes July 1, 2024, a three (3) percent cost of living adjustment.
- 1.1.3 Effective with the pay period that includes July 1, 2025, a three (3) percent cost of living adjustment.
- 1.1.4 Effective with the pay period that includes July 1, 2026, a three (3) percent cost of living adjustment.

1.1.5 Effective with the pay period that includes July 1, 2027, a two (2) percent cost of living adjustment.

1.1.6 Effective with the pay period that includes July 1, 2024, the County shall provide equity adjustments as listed in Appendix B as follows:

Effective the pay period including July 1, 2024, employees shall receive seventy five percent (75%) of the equity increase for their classification.

Effective the pay period including July 1, 2025, employees will receive twenty five percent (25%) of the equity increase for their classification.

1.1.7 During the term of this Agreement, if another county bargaining unit receives a higher cost of living adjustment than the one provided to the Association in sections 1.1.2 through 1.1.4, then the Association shall receive an additional salary increase in the amount of the difference. This is limited solely to cost of living adjustments whether bargained for or granted by the Board of Supervisors. Cost of living adjustments do not include equity adjustments or any other changes in benefits and/or total compensation. This section shall not apply to the cost of living adjustment provided in section 1.1.5.

1.2 Throughout the period covered by this Agreement, the County retains the right to increase salaries of individual classes as necessary to recruit and retain qualified employees.

1.3 Longevity Steps

1.3.1 Employees in the bargaining unit shall be eligible for a two and one-half percent (2.5%) increase in salary after ten (10) years of continuous service to the county from the most recent date of hire. Employees who reinstate within one (1) year of separation will be deemed to have continuous service, but the time not employed by the county during the break in service will be excluded in calculating the ten-year period.

1.3.2 Employees in the bargaining unit shall be eligible for an additional two and one-half percent (2.5%) increase in salary for a total of five percent (5%) after fifteen (15) years of continuous service to the county from the most recent date of hire. Employees who reinstate within one (1) year of separation will be deemed to have continuous service, but the time not employed by the county during the break in service will be excluded in calculating the ten-year period.

1.4 Public Employees' Retirement System (PERS)

- 1.4.1 Beginning with the pay period including July 1, 2012, employees defined as "Classic Members" shall pay the employees' contribution toward their PERS retirement on a pre-taxed basis. The employees' contribution is nine percent (9%) for safety members and eight percent (8%) for miscellaneous members. Employees defined as "New Members" shall pay a retirement contribution that is a percentage of salary in the amount of one-half of the County's normal cost up to the amount allowed by statute.
- 1.4.2 County shall contract with PERS to provide the 3% @ 55 (safety retirement) benefit for Management Unit employees presently under safety retirement, and the 2.5% @ 55 benefit for the remaining members of the unit. On or after January 1, 2013, "New Member" safety unit members shall receive the 2.7% @ 57 benefit, and "New Member" miscellaneous unit members shall receive the 2% @ 62 benefit.
- 1.4.3 "New Member" shall be as defined in AB340.
- 1.4.4 Employees shall have their retirement computed on the single highest year's salary. For employees hired after January 1, 2013, retirement benefits shall be computed by averaging the highest annual compensation over a consecutive 36-month period.
- 1.4.5 In addition to the amount contributed in 1.4.1, effective the pay period including July 1, 2020, employees will pay one-half (0.5) percent of the employer's portion of the CalPERS retirement contribution.
- 1.4.6 In addition to the amount contributed in 1.4.1, effective the pay period including January 1, 2021, employees will pay an additional one-half (0.5) percent for a total of one (1.0) percent of the employer's portion of the CalPERS retirement contribution.

1.5 Educational Incentive

- 1.5.1 Unit members shall receive educational incentive pay commensurate to that received by their subordinate staff, if any.
- 1.5.2 Unit employees shall be entitled to educational incentive pay in the amount of five percent (5%) for possession of a POST Management certificate or a STC Manager Core Certificate provided it does not exceed the limit as set forth in Section 1.5.3 below.
- 1.5.3 The total amount of educational incentive paid under this section shall be limited to twelve and one-half percent (12.5%).

1.6 Program Assignment Differentials

Any manager who oversees a program in which all subordinates receive a differential for assignment to such a program, such differential shall be applied to such managers in the same amount and in the same manner as it is applied in the Supervisors Unit.

1.7 Tuition Reimbursement

Training and/or educational courses designed to enhance an employee's job performance are eligible for tuition and book reimbursement. All requests for reimbursement of required books and tuition must be approved by the department head prior to commencement of the course. Upon completion of a job-related continuing education course and following submission by the employee of proof of satisfactory completion of the pre-approved course, the County shall approve payment of the full cost of course required books and tuition up to a maximum of seven hundred and fifty (\$750) per fiscal year.

1.8 Military Duty

Employees with at least one (1) year of continuous County service or one (1) year of combined County service and active military service who are called to Federal active duty, for other than training purposes, in order to respond to an international conflict, humanitarian aid, or peacekeeping need, shall be eligible to receive supplemental pay which equals the difference between the employee's base military salary and their gross pay earned by the County at the time they are called to duty for a period of an additional ninety (90) calendar days per fiscal year over and above the thirty (30) days per fiscal year required by California Military and Veteran's Code Section 395.01. Employees requesting supplemental pay under this section are required to submit a copy of their military pay stub which shows the amount of base military salary.

1.9 Deferred Compensation Match

Effective with the date this agreement is adopted by the Board of Supervisors, the County shall match an employee's deferred compensation contribution according to the following schedule:

- 1.9.1 Up to four hundred dollars (\$400) per calendar year for employees with one (1) year to nine and nine-tenths (9.9) years of County service;
- 1.9.2 Up to nine hundred dollars (\$900) per calendar year for employees with ten (10) or more years of County service.

- 1.9.3 Effective January 1, 2025, up to one thousand one hundred dollars (\$1,100) per calendar year for employees with fifteen (15) or more years of County service.
- 1.9.4 Effective January 1, 2025, after twenty (20) years of County service the employee shall receive an annual deferred compensation contribution of eight hundred dollars (\$800) contingent about the employee maximizing the County's deferred compensation match.
- 1.9.5 Active employees hired by the County prior to July 1, 2020 who opt-out of County sponsored-health insurance as described in Section 2.2.3 shall receive an annual contribution of five thousand four hundred fifty dollars (\$5,450) to a 401(a) money purchase plan distributed across twenty four (24) pay periods. For calendar year 2020, this amount will be pro-rated commensurate relative to the remaining pay periods following the effective date of this agreement, inclusive of the pay period including July 1, 2020. This amount will be further pro-rated for part-time employees. This contribution shall not be considered an employee contribution for the purposes of Section 1.9.1 through 1.9.4.

1.10 Standby Duty

Should an employee be placed on standby call duty, they shall be compensated for the time on call at the rate of four dollars (\$4.00) per hour. For exempt employees, standby call duty shall mean time required on non-scheduled work days. Should the standby pay rate increase for the General Unit the pay rate for the Management Association shall be equal to the rate paid to General Unit employees.

1.11 Management Incentive Pay

Effective January 1, 2015, in order to address unique circumstances in which managers are asked to take on additional duties outside of their essential duties, the County Administrative Officer, at their sole discretion, may adjust the salary of any employee up to a maximum of ten percent (10%) of base salary. The County Administrative Officer's decision regarding management incentive pay, including eligibility or cessation, shall be final and not subject to the grievance procedure.

ARTICLE 2 HEALTH AND WELFARE

2.1 Management Benefits Package

Health Insurance

As of July 1, 2015, the County will contribute four hundred dollars (\$400.00) per month toward the premiums for health insurance coverage.

Other Benefits

The County will contribute an additional amount which, when combined with the Health Insurance contribution above, equals an amount equal to ninety percent (90%) of the lowest cost of the available CalPERS HMO plans for health, dental and vision coverage for the family premium rates starting with the first full pay period in December. This contribution may be used to purchase additional benefit coverage, which may include health, dental, vision, long-term disability, retiree medical trust and other voluntary benefits offered by the County. If an employee elects any County-sponsored health insurance, premiums for all benefits will be deducted from the combined annual contribution and the remainder will be paid to the employee as taxable earnings.

Benefits for Part-Time Employees

Benefits premiums for part-time employees shall be pro-rated for employees working fifty percent (50%) or more. Any full-time employee who voluntarily reduces to less than full-time status shall have benefits appropriately pro-rated.

2.2 Health, Dental and Vision Insurance Coverage

2.2.1 Represented employees may select one health care provider from the County-sponsored health plans. Health insurance coverage, if elected, shall become effective the first day of the month following the date of hire provided timely return of their enrollment forms. No change in coverage may be made except as provided in the agreements with the health plan provider.

2.2.2 Beginning with the first of the month following two payrolls, participation in County sponsored dental and vision plans is mandatory regardless of an employee's enrollment status in a medical plan.

2.2.3 Employees who are adequately covered by other non-Covered California health insurance may opt out of County-sponsored health insurance once per year during the open enrollment period. Eligible employees must complete the County's Opt Out form and provide written proof of qualifying

medical coverage for themselves and all of their eligible dependents. Employees who opt out of County-sponsored health insurance will receive a combined contribution of one thousand two hundred fifty dollars (\$1,250) per month from which vision and dental premiums will be deducted and the remainder will be paid to the employee as taxable earnings.

If the required Opt Out form and proof of other qualifying coverage is not received by Human Resources 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.

2.2.4 If during the term of this agreement, the State or Federal government legislates a change or changes, or if the County or Association obtains information that affects the administration or cost of health/dental plan(s) offered by the County, either the County or the Association may request the other party to meet and confer regarding the terms and conditions set forth herein.

2.3 The County will continue its contribution toward health insurance coverage for any Management employee who retires.

2.3.1 During the term of this agreement, the Association and the County shall have the right to reopen negotiations for the purpose of bargaining implementation of any plan, program or trust intended to provide a supplemental funding mechanism for retiree healthcare for unit members.

2.4 Employee Assistance Program

The County will maintain the existing Employee Assistance Program for the provision of psychological services or counseling for personal matters affecting the members' well-being and therefore affecting the members' job performance.

2.5 County Disability Insurance (CDI)

County agrees to provide disability benefits of seventy-five percent (75%) of gross pay for a maximum of fifty-two (52) weeks from the date disability payments commence.

2.5.1 Benefits may begin after the first consecutive seven (7) calendar days of disability or the first day of hospitalization, whichever comes first.

2.5.2 A disabled employee may, at their option, use all or part of accrued sick leave, vacation, administrative leave and/or floating holiday leave during this seven (7) day waiting period.

2.6 Life Insurance

The County will purchase a fifty thousand dollars (\$50,000) term life insurance policy for Management employees.

ARTICLE 3 LEAVE BENEFITS

3.1 Sick Leave

3.1.1 Accrual

- 3.1.1.1 All regular permanent employees shall accrue .0461 hours of sick leave with pay, to a maximum of ninety-six (96) hours per year, for each regular hour paid.
- 3.1.1.2 An employee who is absent without pay during a pay period shall accrue sick leave without pay in proportion to the number of hours they were in paid status during the pay period.
- 3.1.1.3 Sick leave shall be credited as of the end of each bi-weekly pay period.
- 3.1.1.4 All unused sick leave may be carried forward into each ensuing year.

3.1.2 Approval

- 3.1.2.1 Upon the employee's return to work after an absence qualifying for sick leave, the employee must complete and submit an absence request and have it approved by their department head.
- 3.1.2.2 The County and the Association, recognizing the potential for abuse of sick leave, agree that the County may employ reasonable means to determine the validity of any sick leave use, including requesting a healthcare provider's certificate for absences. The parties agree that such means shall not be used to discourage the appropriate use of sick leave.

3.1.3 Authorized Uses

Sick leave may be authorized for:

- 3.1.3.1 An absence necessitated by the employee's personal illness or injury.

3.1.3.2 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.

3.1.3.3 Medical and dental office appointments provided the employee notifies the department head or their designee three (3) days in advance of the appointment, with the exception of emergencies, or as soon as possible when the appointment has been set within the three (3) days. Such appointments shall be scheduled to reduce to a minimum the employee's time away from work.

3.1.4 Sick Leave Not Authorized

Sick leave shall not be authorized when any of the following conditions exist:

3.1.4.1 Disability arising from willful misconduct.

3.1.4.2 Sickness or disability sustained while on leave of absence without pay.

3.1.4.3 Inability to work because of illness due to intemperance or substance abuse.

3.1.5 Illness During Vacation Leave

Illness while on paid vacation may be charged to sick leave instead of vacation under the following conditions:

3.1.5.1 The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would have prevented the employee from performing their normal duties had they been at work.

3.1.5.2 The employee must notify their supervisor prior to his/he scheduled return to work, if circumstances allow it, in order to request that their vacation time be converted to sick leave and shall provide evidence in the form of a healthcare provider's certificate.

3.1.6 At the discretion of the appointing authority, an employee may be allowed to work back a sick leave absence of less than four (4) hours within the same work week so long as such hours do not result in overtime.

3.1.7 Accumulated Sick Leave

3.1.7.1 Except as otherwise provided in this section, each employee shall be paid one-half (1/2) of the value of their accumulated sick leave in excess of two hundred (200) hours upon their retirement, layoff, or death, based upon their salary at the time of termination. This language shall sunset and become inoperative effective June 30, 2020.

3.1.7.2 Effective June 30, 2020, upon retirement, employees shall have their accumulated sick leave credited toward retirement in accordance with the County's agreement with the applicable retirement system or carrier.

3.1.7.3 Effective June 30, 2020, safety unit members shall receive sick leave payoff commensurate to that received by their subordinate staff, if any.

3.2 Holidays

All bargaining unit employees shall be entitled to the following holidays with pay:

3.2.1 July 4 – Independence Day

3.2.2 Labor Day

3.2.3 Veterans Day (November 11)

3.2.4 Thanksgiving Day

3.2.5 Day after Thanksgiving

3.2.6 Christmas Day

3.2.7 New Year's Day

3.2.8 Martin Luther King Jr. Day

3.2.9 President's Day

3.2.10 Cesar Chavez

3.2.11 Memorial Day

3.2.12 Juneteenth

3.2.13 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 Board of Supervisors.

When a holiday falls on a Saturday or Sunday, the Friday preceding Saturday holiday, or the Monday following a Sunday holiday, shall be deemed to be a holiday in lieu of the day observed.

3.2.13.1 Regular employee whose weekly two (2) days off are other than Saturday and Sunday shall be treated in the following manner:

If a holiday falls on such an employee's day off, full-time employees shall be granted eight (8) hours of accumulated holiday time.

If a full-time employee is required to work on a holiday, such employee shall receive overtime compensation for time worked in addition to eight (8) hours accumulated holiday time.

If a holiday falls on a Saturday or Sunday, the Saturday or Sunday will be treated as the holiday.

3.2.13.2 Regular part-time employees shall be entitled to holidays in direct proportion as his or her regular hours bear to regular full-time employment.

3.3 Vacation

3.3.1 Each employee shall accrue vacation time according to the schedule set forth in Section 3.3.6.

3.3.2 Vacation time accrual shall be based on a forty-hour (40-hour) work week. All hours worked in excess of forty (40) hours in a week shall be excluded for vacation accrual purposes.

3.3.3 Regular part-time employees shall accrue vacation in direct proportion as such part-time work bears to full time work; provided, however, a part-time employee who works less than twenty (20) hours per biweekly pay period shall not be eligible for vacation.

3.3.4 Any absence without pay exceeding forty (40) hour shall cause shall cause the employee's eligibility date for vacation time to be postponed a number of pay periods equal to the nearest number of pay periods for which the leave is granted, based on the number of hours in such leave. Such absence shall be cumulative.

3.3.5 Schedule of Accrual. Regular fulltime employees shall accrue vacation time in accordance with the following schedule:

For employees hired prior to January 1, 2016, accrual (in hours) per:

	<u>Per Pay Period</u>	<u>Reg. Hours Paid</u>	<u>Max/Yr</u>
Less than 3 years	3.077	.0385	80
After 3 years	4.616	.0577	120
After 11 years	4.928	.0615	128
After 12 years	5.232	.0654	136
After 13 years	5.536	.0692	144
After 14 years	5.848	.0731	152
After 15 years	6.152	.0769	160
After 16 years	6.472	.0809	168
After 17 years	6.768	.0846	176
After 18 years	7.080	.0885	184

For employees hired after January 1, 2016, accrual (in hours):

	<u>Per Pay Period</u>	<u>Reg. Hours</u>	<u>Max/Yr</u>
Less than 5 years	3.08	.0385	80
After 5 years	4.00	.0500	104
After 10 years	4.62	.0577	120
After 15 years	5.24	.0654	136
After 20 years	6.16	.0769	160

3.3.6 Vacation time shall be credited as of the end of each biweekly pay period.

3.3.7 Accumulation

3.3.7.1 All regular employees shall be permitted to accumulate the unused portion of vacation time to their credit; provided, however, they shall not be permitted to accumulate credit for any vacation time in excess of three hundred and twenty (320) hours.

3.3.7.2 If an extra-help, provisional or limited term employee is appointed to a regular position without a break in employment, the length of service in such status shall be recognized in the computation of vacation accrual. For the purposes of this Section only, a break in employment shall mean a break in excess of three (3) normal working days in the continuity of time such an employee is authorized to be employed by the County. The amount of vacation credited shall be determined by the number of hours actually worked in direct proportion to the number of hours in a pay period.

3.3.8 Payoff

Upon the termination of employment, an employee shall be entitled to a lump sum payment for any unused or accrued vacation time, as of the date of termination.

3.3.9 Scheduling

3.3.9.1 Vacation leave shall be taken upon approval of the department head, or their designee.

3.3.9.2 When an employee has submitted a written request for vacation at least thirty (30) days in advance of the date(s) requested, such request shall not be unreasonably denied, and if approved, shall only be rescinded to meet unanticipated departmental needs of an immediate nature.

3.3.9.3 Employees who have accrued two hundred forty (240) hours of earned vacation time at the beginning of the fiscal year shall schedule and take off at least eighty (80) hours of vacation time during that fiscal year.

3.3.9.4 Employees may be required to use accrued compensatory time before having vacation time off approved.

3.4 Floating Holidays

3.4.1 Full-time employees shall be credited with forty-four (44) hours of floating holiday time on July 1 of each year. Floating holidays shall be taken during the fiscal year and shall not accrue from one fiscal year to the next. Upon separation, up to forty-four (44) hours of accrued but unused floating holiday shall be paid at the employee's straight time rate of pay (base hourly rate plus longevity).

3.4.2 Employees hired after July 1 of the fiscal year shall be credited with floating holiday time prorated for each month remaining in the fiscal year after the date of employment.

3.4.3 Part-time employees shall be entitled to floating holiday time in direct proportion as his or her regular hours bear to regular full-time employment.

3.5 Bereavement Leave

3.5.1 Bereavement leave because of the death of an employee's mother, father, brother, sister, spouse/domestic partner or child shall be granted by the

appointing authority for a maximum of three (3) days per incident. An additional seven (7) days may be granted and shall be charged to accrued sick leave.

3.5.2 Up to five (5) days per incident shall be allowed because of the death of the employee's step-father, step-mother, step-sister, step-brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson or granddaughter which shall be charged to accrued sick leave.

3.5.3 Bereavement leave in the case of other persons shall be granted only upon the approval of the Director of Human Resources and shall be charged to accrued sick leave.

3.5.4 The appointing authority may authorize additional sick leave with the approval of the Director of Human Resources not to exceed a total of five (5) days based on extenuating circumstances.

3.6 Administrative Leave

3.6.1 Administrative leave in the amount of forty-eight (48) hours shall be granted on July 1 of each year. Time usage of such leave is subject to approval of the Department Head, and must be taken within the fiscal year. Administrative leave shall not accrue from one fiscal year to the next except as noted in Section 3.6.4 below.

3.6.2 Management employees are entitled to administrative leave on the date they become members of the Management Unit. In the event a management employee terminates employment, the employee will not be required to pay back any portion of administrative leave previously taken, nor will the County pay any management employee for administrative leave left on the records after termination of employment, except in case of retirement. Management Unit members shall be paid for the full amount of unused administrative leave on the records as of the employee's retirement effective date.

3.6.3 For Management employees hired after July 1, administrative leave shall be prorated, based on the date the employee became part of the unit and on the basis of the status (fulltime or part-time) of employment.

3.6.4 On July 1 of each year, unit members shall be allowed to carry over up to twenty (20) hours of administrative leave from the previous fiscal year up to a maximum of sixty-eight (68) hours but in no event shall an employee's Administrative Leave balance exceed forty-eight (48) hours as of January 1.

3.6.5 Regular part-time employees shall be entitled to administrative leave in direct proportion as his or her regular hours bear to regular full-time employment.

3.7 Continuing Education Leave

Upon approval of the Department Head, Management employees may utilize up to forty (40) hours of release time annually for attending formal education classes related to the specific duties of their position.

3.8 Expiration of Available Leaves

At the conclusion of all available leaves of absence, paid or unpaid, and all entitled leaves under the Family Medical Leave Act and/or California Family Rights Act, if the employee is not medically able to assume the duties of their position, with or without an accommodation, the employee shall, if not placed in another position due to an accommodation of their permanent disability, be placed on a reemployment list for a period of six (6) months. When available, during the six-month (6-month) period, and if medically released to assume their full duties, the employee shall be employed in a vacant position in the classification of their previous assignment. In the event the employee was in a single classification position, they shall be employed in a classification which is similar in scope and responsibility and for which they meet the minimum qualifications. This employment will be over all available candidates except for a reemployment list established because of layoff, in which case the employee shall be listed in accordance with appropriate seniority following layoff procedures. At the conclusion of the six-month (6-month) period, if they are unable to resume their duties, the employment relationship is severed.

**ARTICLE 4
UNIFORMS**

- 4.1 County agrees to provide and maintain uniforms for the Public Works Superintendent commensurate to that provided and maintained for subordinate staff.
- 4.2 The County shall pay each eligible employee who is required to wear a uniform on a daily basis (with exceptions for occasional special assignments) one thousand dollars (\$1000) per year to purchase and maintain uniforms required by department rule.
- 4.3 The County shall pay each employee who is not required to wear a uniform on a daily basis three hundred and fifty dollars (\$350) per year to purchase and maintain uniforms required by department rule.

- 4.4 The County agrees to reopen negotiations, limited to the allowance amount, should the uniform allowance be increased for the classification of Correctional Officer I/II or Animal Services Officer I/II.

ARTICLE 5 TERMS AND CONDITIONS

5.1 Term

This Memorandum shall become effective July 1, 2024 and shall remain in full force and effect until June 30, 2028.

- 5.2 During the term of this Agreement, a joint labor/management committee shall be established and shall commence meeting on a quarterly basis to discuss the establishment of a retiree medical trust and any other issues relating to the contract.
- 5.3 Employee requests to cancel or change deductions related to the Association membership shall be directed to the Association. The County shall rely on information provided by the Association regarding any requested changes to deductions related to Association membership. The Association has established a Maintenance Agreement. All members of the Association may elect to terminate Association membership during the designated open window period. The Yolo County Management Association Board of Directors has established the open window period as June 1 through June 30 of each year. Association members wishing to terminate membership shall submit a written request to the Association during the open window period. The request shall be effective with the first pay period in August. The open window period is only for terminating Association membership. Eligible county employees may join the Association at any time of the year.

ARTICLE 6 ADMINISTRATIVE PROVISIONS

- 6.1 All other items relating to terms and conditions of employment not expressly or otherwise provided for herein shall be governed by the Personnel Rules and Regulations.
- 6.2 The Board of Supervisors may amend its written policy and take such other action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this Memorandum of Understanding. The provisions of this Agreement, except as provided herein, shall supersede County ordinances and resolutions currently in effect, for the term of this Agreement, to the extent only that they are inconsistent with the provisions of this Agreement.

- 6.3 If any provision of this Memorandum of Understanding shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any such provision should be restrained by any said tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby. If any portion of this Memorandum of Understanding is so held invalid or if compliance with any provision is restrained, the County is authorized to take immediate action to achieve compliance with law, provided that the County shall give notice to the Association prior to such action and the County shall provide the Association with an opportunity to meet and confer within thirty (30) days after any determination of invalidity or service of a restraining order, for the purpose of arriving at a mutually satisfactory replacement for such article or Section.

ARTICLE 7 DISCIPLINARY PROCEDURE

7.1 Purpose

- 7.1.1 To provide regular permanent employees subject to disciplinary actions with all rights to which they are entitled under the Constitution of the United States, the Constitution of the State of California, and state and federal law including California Government Code.
- 7.1.2 To provide an orderly procedure for notice, pre-action response meetings (Skelly), administrative review of minor disciplinary action and formal hearing on appeal of major disciplinary action.
- 7.1.3 The provisions of this Article shall not apply to those classes and employees listed in the Resolution Providing for At Will Appointments to County Positions approved and adopted by the Yolo County Board of Supervisors from time to time as necessary.

7.2 Definitions

- 7.2.1 Just Cause. Disciplinary action may only be brought against a permanent employee for the following causes:
1. Incompetency or inefficiency on the job;
 2. Insubordination;
 3. Intoxication while on duty;
 4. Dishonesty or fraud;
 5. Negligence or willful damage to public property or the waste of public supplies or equipment;
 6. The violation of any proper policy, regulation or lawful order made and given by a superior;

7. The falsification of an employment application or other personnel record;
8. Unauthorized absences from duty;
9. Substantial off duty misconduct reasonably and directly related to the employee's public duties; or
10. Conviction of a felony

7.2.2 **Appointing Authority.** The Board of Supervisors, a County officer, the Director of Human Resources, a department head, or any person or group of persons having the power pursuant to law to make an appointment to any position in a specified department for the County or any person designated by an Appointing Authority to act on their behalf.

7.2.3 **Major Disciplinary Actions.** Actions taken against a regular permanent employee by the Appointing Authority for just cause which include discharge, demotion, reduction in pay or suspension without pay for more than sixteen (16) hours for the same cause within any twelve (12) month period, or other discipline for which the law mandates notice and an opportunity for a hearing.

7.2.4 **Minor Disciplinary Actions.** Actions taken against a regular permanent employee by the Appointing Authority for cause which include written reprimand, disciplinary transfer, disciplinary suspension with pay, or suspension without pay up to and including sixteen (16) hours for the same cause within any twelve (12) month period.

7.2.5 **Parties.** The affected employee, the Association, the Appointing Authority, or other members of supervision and management.

7.2.6 **Response (Skelly) Meeting.** An informal meeting in which the employee has the opportunity to respond to proposed charges prior to action.

7.2.7 **Hearing.** A formal hearing held following an appeal of an employee of disciplinary action taken by an Appointing Authority.

7.2.8 **Notice.** Notice shall be given by personal delivery or by certified mail or, upon mutual agreement of the parties, by fax followed by regular mail.

7.2.9 **Service/Receipt of Notices/Orders.** The date of service/receipt of notices/orders shall be that date when the notice/order is actually received by the employee or that date when the last good faith effort at delivery is made and confirmed. Avoidance of service shall not waive time limits specified within this section.

7.2.10 **Day.** Calendar day unless otherwise specified.

7.3 Time Limits

Time limits specified throughout this procedure shall be strictly observed. Time limits may be modified only by mutual agreement of the parties in writing. Said time limits are mandatory, not discretionary. No hearing officer, arbitrator, or other trier of fact shall have the authority to hear a grievance that has not been filed within the precise limits of time agreed to by the parties or by written extension.

7.4 Exclusive Procedure

7.4.1 This procedure shall be the exclusive procedure for taking disciplinary actions and appealing disciplinary actions against regular permanent employees.

7.4.2 Minor disciplinary actions shall be subject to appeal only through the grievance procedure, up to and including Formal Level 3. Section 8.5.4 of Article 8 shall not apply to minor disciplinary actions.

7.5 Notice of Proposed Discipline

7.5.1 The employee shall be given written notice of a proposed disciplinary action, exclusive of a written reprimand, not less than ten (10) calendar days in advance of the date the action is proposed to be taken.

7.5.2 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.

7.5.3 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 meeting with the Appointing Authority (or their designee).
- d. The date and time for the response meeting with the Appointing Authority during which the employee and their representative shall have an opportunity to refute the charges or present facts which may not be known to management.
- e. Notice that if no written response is received by the Appointing Authority by the time scheduled for the response meeting and the

employee fails to participate in the response meeting, the Appointing Authority may proceed to order action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken. Failure to request an opportunity to respond shall constitute a failure to exhaust administrative remedies.

7.5.4 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.

- a. The employee may copy and inspect all materials designated as the basis for charges and recommendations by Appointing Authority.
- b. The employee may copy and inspect his/her personnel file.
- c. The employee may copy and inspect only the parts of other County records which the employee generated in his/her job, unless the Appointing Authority orders broader discovery.

7.5.5 Scheduling. The date and time for the response meeting with the Appointing Authority may be rescheduled for good cause upon mutual agreement of the parties. If a response meeting is rescheduled after the proposed date of the imposition of the disciplinary action, the Appointing Authority shall not take the proposed action until after full consideration of the information presented at the response meeting but not later than ten (10) days after the conclusion of the response meeting.

7.6 Response (Skelly) Meeting.

7.6.1 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.

7.6.2 Neither the Appointing Authority nor the employee shall be entitled to call witnesses or take testimony.

7.6.3 At the meeting, the Appointing Authority 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.

7.6.4 At the conclusion of the response meeting or within ten (10) days, the Appointing Authority 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.

7.7 Appeal

7.7.1 If an employee has requested and participated in a response meeting with the Appointing Authority as set forth above, the employee shall have the right to appeal the Appointing Authority's disciplinary action to the Arbitrator or the parties may agree to pursue mediation. Such appeal may include the severity of the penalty imposed.

7.7.2 Upon the request of either the County or the employee, a Mediator may be requested from the State Mediation and Conciliation Service to attempt to resolve the disciplinary action after Formal Level 3. 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 Director of Human Resources. Any recommendation made by the Mediator shall not be binding upon the parties.

7.7.3 Nothing in the subsection shall prohibit a peace officer from exercising their rights under the Peace Officer Bill of Rights.

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

7.7.5 A written demand for an appeal and hearing must be served on the Director of Human Resources by the employee or their representative within ten (10) days of receipt of the Appointing Authority's order affirming, reversing or modifying the proposed disciplinary action.

7.7.6 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.

7.7.7 The demand for hearing shall include:

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

7.7.8 Upon receipt of the written request for a hearing, the Director of Human Resources shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service or like body. Once that list is received, the County 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 party to strike first shall be determined by coin toss.

7.7.9 Upon receipt of the name of the selected Arbitrator, the Director of Human Resources 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 the County. Should the Arbitrator's calendar preclude a hearing date within sixty (60) days, the Director of Human Resources may require the parties to strike names for a replacement Arbitrator. The same procedure shall be followed to obtain hearing dates.

7.7.10 Nothing shall prevent the parties from agreeing to the name of an Arbitrator without resorting to the requesting of a list.

7.7.11 The Director of Human Resources shall notify the parties in writing of the time and place of the hearing at least fifteen (15) days prior to hearing.

7.7.12 Three (3) days prior to the hearing each party shall provide the Arbitrator and the opposing party 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 defense are brought out, the opposing party shall have the right to a reasonable continuance at the discretion of the Arbitrator.

7.7.13 An appeal through this procedure waives grievance proceedings under any agreement or memorandum between the County and any employee organization.

7.8 Hearing

7.8.1 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.

7.8.2 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.

7.8.3 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 and shall not be subject to appeal.

7.8.4 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.

7.9 Arbitrator/Mediator Cost.

The Association and the County 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 Association.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 Purpose.

The purpose of this procedure is to provide an equitable and orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

8.2 Definitions.

8.2.1 Grievance. A grievance is a claim that a specific provision of this agreement has been violated, misapplied or misinterpreted in a way that adversely effects an individual grievant and/or the entire membership of the Association.

8.2.1.1 Major Disciplinary Actions. Discharges, suspensions without pay for more than sixteen (16) work hours for the same cause in any

twelve (12) month period, and/or demotions shall not be subject to grievance pursuant to this Article.

8.2.1.2 Minor Disciplinary Actions. Letters of Reprimand, suspensions without pay for sixteen (16) or fewer work hours for the same cause in any twelve (12) month period, and disciplinary transfers may be subject to grievance to the extent authorized in this Article.

8.2.2 Grievant. A grievant is (1) any individual employee represented by the unit who is filing a grievance; (2) any group of employees adversely affected in a substantially similar manner who are consolidated as a single grievance by the County and thereafter represented by a single grievant; or (3) the Association when the grievance alleges a violation that affects the Association as a whole.

8.2.3 Association Grievances. The Association shall have standing under this procedure to initiate a grievance only over alleged violations of a specific section(s) of this Agreement that affects the entire Association, an entire department or ten (10) or more unit members in any one classification. In order to exercise such standing the Association must provide sufficient information to allow a complete investigation.

8.2.4 Yolo County Grievance Form. The Yolo County Grievance Form shall be the sole form used for the filing of a formal grievance and shall be completed and presented at each level in the grievance process.

8.2.5 Appointing Authority. The Appointing Authority shall be the Department Head, the Acting Department Head, or the person whose duties most closely correspond to those traditionally assigned to a Department Head.

8.2.6 The completed form shall contain:

- (1) The name of the grievant;
- (2) The class title;
- (3) The department;
- (4) The mailing address of the grievant;
- (5) A clear statement of the nature of the grievance citing the applicable agreement section and the specifics of the violation;
- (6) The date(s) on which the alleged violation occurred;
- (7) A proposed solution to the grievance;
- (8) The date of execution of the grievance form;
- (9) The date of the presentation of the informal grievance and the name of the person with whom the grievance was discussed;
- (10) The signature of the grievant; and
- (11) The name and signature of the grievant's representative, if any. Once filed, a grievance can only be amended by mutual agreement.

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

8.2.6.2 After the initial filing of the grievance, the Association representative may sign the Yolo County Grievance Form on behalf of the grievant(s).

8.3 General Provisions.

8.3.1 This procedure shall be the exclusive procedure for adjusting grievances of employees within the Association.

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

8.3.3 The grievant must be present at every level of the proceeding and may be represented by a representative of their choosing at any level of this procedure after the initial informal discussion with their supervisor. In those grievances where the employee is not represented by the Association, the County will notify the Association of the existence of the grievance by forwarding a copy within five (5) days of receipt.

8.3.4 The grievant, the grievant's witnesses and representative shall suffer no loss of compensation or benefits while participating in this procedure.

8.3.4.1 Subject to Association release time, employee representatives may investigate, and process formal grievances filed by employees.

8.3.4.2 Unless otherwise agreed between the parties and confirmed in writing, Association release time shall include no more than thirty (30) minutes preparation time per grievance level.

8.3.5 Proceedings shall, whenever possible, be held during normal working hours. If held at other than the grievant's normal working hours at the request of the appointing authority, the grievant shall be entitled to an equivalent number of hours off on an hour-for-hour basis. Grievance meetings with management shall be considered time worked.

8.3.6 If a grievant fails to carry their grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized and any right to pursue the grievance further shall be deemed waived and abandoned.

- 8.3.7 If a supervisor or manager fails to respond with an answer within the prescribed time period, the grievant may appeal their grievance to the next higher level as if the grievant had received a denial of the grievance on the last day specified for the response.
- 8.3.8 Time limits are considered an integral and important part of this procedure and may not be waived or ignored except by mutual agreement of the parties, which is confirmed in writing.
- 8.3.9 Parties recognize the need to expedite resolution of all grievances and the time limits set are maximums.
- 8.3.9.1 By mutual consent, which is confirmed in writing, the parties, may waive or consolidate any step(s) of the grievance process.
- 8.3.9.2 Preambles, purpose clauses and administrative procedures of this agreement shall not be subject to grievance.
- 8.3.10 Upon voluntary termination of a grievant, their outstanding grievance shall be jointly reviewed by the Association and the Director of Human Resources or their designee and if the remedy is no longer available, the grievance shall be determined to be moot and shall be withdrawn.
- 8.3.11 Unless otherwise identified, all days are calendar days.
- 8.3.12 Any written response or meeting requirement by a manager or appointing authority may be provided by their designee.
- 8.3.13 Document service between parties to a grievance shall be made in person, by properly addressed first class U.S. Mail, or by FAX with confirming copy mailed. If parties agree in advance, service by e-mail will be acceptable.
- 8.4 Informal Resolution.
- 8.4.1 An aggrieved employee shall first discuss the grievance with their immediate supervisor and shall identify the discussion as the informal step of the procedure.
- 8.4.2 Within ten (10) days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, but in no event longer than sixty (60) days from the act or omission, the grievant shall discuss orally their grievance with their immediate supervisor. The supervisor shall have ten (10) days to give an oral response to the employee.

8.5 Formal Levels.

- 8.5.1 Level 1. If a grievant is not satisfied with the resolution proposed at the informal level, they may within ten (10) days of receipt of such answer file a formal written grievance on a completed Yolo County Grievance Form with their manager. Within ten (10) days the manager or designee shall have a meeting with the grievant and within ten (10) days thereafter give a written answer to the grievant.
- 8.5.2 Level 2. If the grievant is not satisfied with the written answer from their manager the grievant may, within ten (10) days from the receipt of such answer, file a written appeal to the appointing authority. Within ten (10) days of the receipt of the written appeal the appointing authority shall investigate the grievance, which shall include a meeting with the concerned parties, and thereafter shall give a written answer to the grievant within ten (10) days.
- 8.5.3 Level 3. If the grievant is not satisfied with the written answer from the appointing authority, the grievant may, within ten (10) days of such answer, file a written appeal to the Director of Human Resources. Within ten (10) days of receipt of the written appeal, the Director of Human Resources or their designee shall investigate the grievance, which shall include a meeting with the concerned parties, unless such meeting is waived by mutual agreement of the parties, and thereafter shall give a written answer to the grievant within ten (10) days, which answer shall be final and binding unless appealed by the Association.
- 8.5.3.1 Any waiver of the requirement for a meeting with the concerned parties at Level 3 shall be confirmed in writing.
- 8.5.3.2 If the decision of the Director of Human Resources resolves the grievance to the satisfaction of the grievant, it shall bind the County, subject to the ratification by the Board of Supervisors of unbudgeted expenditures.
- 8.5.4 Level 4. If the Association is not satisfied with the decision made by the Director of Human Resources, the Association may within ten (10) days of the receipt of the response from the Director of Human Resources request a hearing of the grievance by an Arbitrator or may choose the Voluntary Mediation Process.
- 8.5.4.1 The request for a hearing shall be made in writing to the Director of Human Resources, or their designee, who shall request a list of seven (7) arbitrators from the State or shall request a similar list of

mediators from the California State Mediation/Conciliation Service.

- 8.5.4.2 Once that list is received, the County and the Association shall promptly select the Arbitrator or Mediator by alternate striking of names. The party to strike first shall be determined by coin toss.
- 8.5.4.3 Upon selection of the arbitrator or mediator, the Director of Human Resources shall contact the Arbitrator or Mediator, obtain available hearing dates, and communicate those dates to the Association. The first available date permitted by the parties' schedules will be selected.
- 8.5.4.4 The Arbitrator shall conduct a hearing and, upon the mutual request of the parties, shall either issue an oral bench decision, or, if requested, shall, within forty-five (45) days of the conclusion of the hearing (and submission of briefs, if any), render a written decision and/or order. Any decision and/or order of the Arbitrator shall be final and binding.
- 8.5.4.5 In the event that Voluntary Mediation Process is pursued, the mediation sessions shall be confidential in nature and attended only by parties at interest. There shall be no record made of such sessions. The Mediator's proposed settlement shall not be binding upon the parties unless mutually agreed in advance. If full resolution is not achieved in mediation, the Mediator shall be charged with narrowing the issues remaining in dispute for pursuit of possible other forums.
- 8.5.4.6 The Association and the County agree to bear one-half (1/2) of 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 Association.
- 8.5.4.7 Any appeal which has not been scheduled within twelve (12) months of the request for arbitration or mediation shall be deemed to have been withdrawn with prejudice.

ARTICLE 9 LAYOFF AND REHIRE

9.1 General Provisions

When for reasons of lack of funds, lack of work, or operational reasons the County has determined a layoff is necessary, the County shall give notice thereof to the Association. Thereafter, persons to be laid off shall be determined in accordance with the rules set forth in this Article. Notice and an opportunity for hearing shall be given as set for in this Article. Human Resources shall make an effort to transfer a regular employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify, or for which such employee may be retrained within a reasonable time period. If an employee is placed as a result of these efforts into a position to which they may have not passed probation and the employee fails to successfully complete probation in this new class, the employee shall be terminated and their name shall be placed on the Reemployment List for their previous position from which they were laid off in accordance with 9.7.1.

Reductions in hours and furloughs are not layoffs and therefore not subject to this Article.

The provisions of this Article shall not apply to those classes and employees listed in the Resolution Providing for At Will Appointments to County Positions approved and adopted by the Yolo County Board of Supervisor from time to time as necessary.

9.2 Order of Layoff

Layoff shall be made by classification within a department. Within each affected classification in a department, appointments of all extra-help employees shall be terminated before those of provisional employees; all appointments of provisional or temporary employees shall be terminated before those of any limited-term employees; all appointments of limited term employees shall be terminated before those of any probationary employees. All appointments of probationary employees shall be terminated before any permanent employees are laid off. Part-time employees shall be laid off before full-time employees. All regular employees shall be laid off in inverse order of seniority.

9.3 Seniority

9.3.1 The seniority date of an employee for purposes of layoff and rehire shall be based upon the date of hire into a regular authorized position. This shall not include time worked as an extra-help, provisional, or limited-term employee. A break in employment shall result in the acquisition of a new date of hire. Any employee laid off after acquiring permanent status shall,

after reinstatement, regain the seniority credit possessed at the time of layoff. Periods of approved absences shall be credited as continuous County employment.

- 9.3.2 If the seniority of two or more persons in the affected classification within a department in the same category is identical, date of hire within the classification shall be determinative. If the seniority of two or more persons in the affected classification within a department in the same category and date of hire within the classification is identical, date of hire in the department shall be determinative. If all of the above are equal, ties shall be broken by lot.

9.4 Bumping

- 9.4.1 Notwithstanding the provision of Section 9.4.2, an employee may exercise the bumping rights provided therein only on condition that:

- 9.4.1.1 they have more countywide seniority than the employee to be displaced;
- 9.4.1.2 they are willing to accept the reduced compensation level;
- 9.4.1.3 they meet the minimum qualifications for the lower class; and
- 9.4.1.4 they request displacement action in writing to Human Resources within five (5) days after receipt of the notification of layoff.

- 9.4.2 Any regular employee designated to be laid off may bump into any lower classification of equivalent FTE status in their current series within the same department. Or, if this is not possible, if they have previously held permanent status in another classification(s), they may bump back (in sequence of most recently held) to their former classification(s) and employing department(s), provided that such classification(s) has not been abolished.

- 9.4.3 Notwithstanding 9.4.2 above, a part-time employee shall only have the right to bump a full-time employee when assuming the full-time position.

- 9.4.4 If an employee is bumped, they shall be laid off in the same manner as an employee whose position has been abolished.

9.5 Notice of Layoff

- 9.5.1 The employee shall be given written notice of layoff by the County 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:

- a. Reason for layoff;
- b. Effective date of such layoff;

- c. A copy of this Article; and
- d. Forms to request a hearing and to assert bumping rights.

9.5.2 An employee who has been officially notified of their impending layoff and who possesses no, or has waived their, bumping rights shall be granted up to forty (40) working hours (or proportional hours for part-time employment) release time without a loss of pay or benefits. Such time may only be used with prior agreement with their supervisor to obtain other employment. Management will not unreasonably withhold permission to utilize this time. In addition, employees may use accrued vacation or compensatory time for this purpose once notice is given. This release time shall not be available until expiration of the initial five (5) day appeal period and may be withheld if the employee requests County placement efforts.

9.6 Health Insurance

An employee who has been laid off from County service may elect to continue health insurance coverage according to the provisions of law and procedure established by the County.

9.7 Reemployment Lists

9.7.1 A Reemployment List is particular to a classification. Any vacancy occurring in the class from which the employees have been laid off shall be offered first to qualified and available employees on the Reemployment List for that class in order of seniority. An eligible employee may have their name placed on a Reemployment list for a period of thirty-six (36) months in the following ways:

9.7.2 A permanent employee who is laid off and/or reduced in class or displaced shall be automatically placed on the Reemployment List for their class at the time of layoff in order of seniority.

9.7.2.1 A permanent employee who has been laid off may request that their name be placed on the Reemployment List for a lower class in their current series.

9.7.2.2 A permanent employee who has been laid off may request that their name be placed on the Reemployment List for a different classification they held prior to layoff.

9.7.3 Status on the Reemployment List can be lost under the following circumstances:

9.7.3.1 If the person indicates unavailability or if attempts to reach the individual (including by certified mail) are unsuccessful. However,

restoration to the Reemployment List may occur if the person indicates availability in writing within the original eligibility period.

9.7.3.2 If the person declines three (3) job offers from the Reemployment List of equivalent authorized hours and status to their previous position, the person's name shall be removed from that list.

9.7.3.3 A person may accept offers of extra-help, provisional and temporary status and remain on the Reemployment List.

9.7.4 When a person is reemployed from a Reemployment List the employee shall be entitled to accrue sick leave and vacation at the same rate at which it was accrued prior to layoff. Their status in relation to the probationary period, merit salary increases, and seniority shall be the same as at the time of layoff. Any unused and unpaid sick leave accrual shall be reinstated.

9.8 Hearing

9.8.1 A permanent employee who receives a notice of layoff shall be entitled to a hearing by the County Administrative Officer (or their designee) prior to the effective date of the layoff. A hearing will be granted if the employee alleges specific facts on their appeal form which, if true, would cause such appeal to be granted. Such a request shall be made within ten (10) day of service of the notice of layoff. Failure to make such request shall waive the right to a hearing. At said hearing, the employee may challenge on the determination of seniority, bumping rights, and material compliance with this procedure. The employee shall have the right to be represented by a representative of their choosing, to present evidence, and to cross examine any witnesses. Following the hearing, the County Administrative Officer (or designee) shall issue an order affirming or revoking the layoff of the employee. Unless the order is to revoke the layoff, the employee shall be laid off on the date set forth in the notice.

9.8.2 If, after request, the hearing is not held prior to the effective date of layoff as set forth in the notice of layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the County Administrative Officer.

9.8.3 Filing of an appeal to the County Administrative Officer shall not relieve the employee of the obligation to assert their bumping rights within the time limits as contained in Section 9.4 above.

9.8.4 This hearing shall be the exclusive appeals procedure for layoff-related disputes. Layoffs shall not be subject to the Grievance or Disciplinary Appeals Procedure.

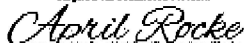
Signed and agreed to this 27th day of August, 2024 by the following parties:

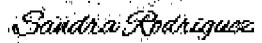
COUNTY OF YOLO


 ALEXANDER TENGOLICS
 CHIEF NEGOTIATOR
 DIRECTOR OF STRATEGIC OPERATIONS

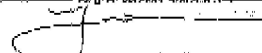

 MARK BRYAN
 ACTING DIRECTOR OF HUMAN
 RESOURCES


 EVIS MORALES
 DEPUTY CHIEF FINANCIAL OFFICER


 APRIL HOOKE
 DEPUTY COUNTY COUNSEL III


 SANDRA RODRIGUEZ
 COUNTY ADMINISTRATIVE OFFICE
 ADMINISTRATIVE SERVICES MANAGER

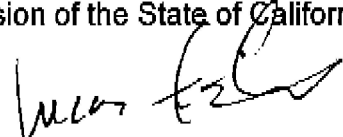
MANAGEMENT ASSOCIATION


 JOHN COBURN
 LABOR RELATIONS CONSULTANT
 MASTAGNI HOLSTEDT


 RACHELLE GAYTON
 PRESIDENT

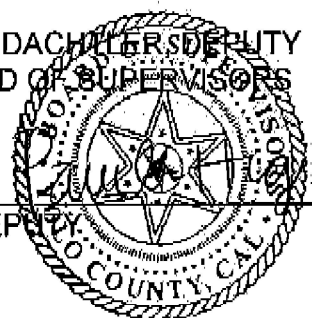
Approved by Final Determination of the Board of Supervisors of the County of Yolo this 27th day of August, 2024.

COUNTY OF YOLO, a political subdivision of the State of California.

BY: 
 LUCAS FRERICHS, CHAIR
 YOLO COUNTY BOARD OF
 SUPERVISORS

ATTEST:

JULIE DACHTER, DEPUTY
 BOARD OF SUPERVISORS

BY: 
 DEPUTY

APPROVED AS TO FORM:

PHILIP J. POGLEDICH
 COUNTY COUNSEL

BY: 
 DEPUTY

APPENDIX B

Total Compensation Survey Equity Adjustments

Classification	Total Equity Adjustment	July 2024 Equity Adjustment	July 2025 Equity Adjustment
Accounting Manager	1.77%	1.33%	0.44%
Accounting Manager - CPA	1.77%	1.33%	0.44%
Audit Manager	1.77%	1.33%	0.44%
Manager of Procurement	1.77%	1.33%	0.44%
Chief Public Defender Investigator	9.17%	6.88%	2.29%
Chief Mitigation Specialist	9.17%	6.88%	2.29%
Chief Welfare Fraud Investigator	9.17%	6.88%	2.29%
Correctional Lieutenant	9.52%	7.14%	2.38%
Fiscal Administrative Officer	1.75%	1.31%	0.44%
Airport Operations Manager	1.75%	1.31%	0.44%
Business Services Manager	1.75%	1.31%	0.44%
Child Support Program Manager	1.75%	1.31%	0.44%
Health and Human Services Manager II	2.77%	2.08%	0.69%
Behavioral Health Compliance Officer	2.77%	2.08%	0.69%
Employment and Social Services Division Manager	2.77%	2.08%	0.69%
Health and Human Services Manager I	2.77%	2.08%	0.69%
Health Department Program Manager	2.77%	2.08%	0.69%
Veterans Service Officer	2.77%	2.08%	0.69%
Library Regional Manager	6.84%	5.13%	1.71%
Library Central Services Manager	6.84%	5.13%	1.71%
Managing Deputy Clerk Recorder Assessor	4.20%	3.15%	1.05%
Probation Division Manager	12.86%	9.65%	3.22%
Psychiatrist Board Certified	3.03%	2.27%	0.76%
Psychiatrist Board Eligible	3.03%	2.27%	0.76%
Psychiatrist Children's	3.03%	2.27%	0.76%
Public Works Superintendent	7.55%	5.66%	1.89%
Facilities Superintendent	7.55%	5.66%	1.89%
Fleet Services Superintendent	7.55%	5.66%	1.89%
Landfill Operations and Waste Reduction Manager	7.55%	5.66%	1.89%
Waste Management Operations Manager	7.55%	5.66%	1.89%
Senior Civil Engineer	5.42%	4.07%	1.36%
Cannabis Program Manager	5.42%	4.07%	1.36%
Planning Manager	5.42%	4.07%	1.36%
Principal Civil Engineer	5.42%	4.07%	1.36%
Principal Natural Resources Planner	5.42%	4.07%	1.36%
Principal Parks Planner	5.42%	4.07%	1.36%
Principal Planner	5.42%	4.07%	1.36%
Sustainability Manager	5.42%	4.07%	1.36%
Sheriff's Records Manager	10.95%	8.21%	2.74%

Assistant Public Administrator	10.95%	8.21%	2.74%
Chief Deputy Coroner	10.95%	8.21%	2.74%
Sheriff's Planning and Research Manager	10.95%	8.21%	2.74%
Sheriff's Training Manager	10.95%	8.21%	2.74%
Veterinarian	3.84%	2.88%	0.96%
Victim Services Program Manager	12.05%	9.04%	3.01%
Children's Advocacy Center Director	12.05%	9.04%	3.01%
Children's Advocacy Center Program Manager	12.05%	9.04%	3.01%
Restorative Justice and Diversion Program Director	12.05%	9.04%	3.01%