

**AGREEMENT**

**BETWEEN**

**COUNTY OF SACRAMENTO**

**AND**

**SACRAMENTO COUNTY ADMINISTRATIVE PROFESSIONALS  
ASSOCIATION**

**COVERING ALL EMPLOYEES IN THE**

**ADMINISTRATIVE UNIT**

**2022-2025**

# TABLE OF CONTENTS

<u>Section</u>		<u>Page</u>
<b>ARTICLE I RECOGNITION</b>		
1.1	Recognition.....	1
1.2	Coverage of Employees .....	1
1.3	Definitions.....	1
<b>ARTICLE II ASSOCIATION RIGHTS</b>		
2.1	Association Security .....	1
2.2	Association Notices and Meetings.....	2
2.3	Association Representation.....	3
2.4	Employee Time Off To Meet.....	4
<b>ARTICLE III COUNTY RIGHTS</b>		
3.1	County Rights .....	4
<b>ARTICLE IV GENERAL PROVISIONS</b>		
4.1	Non-Discrimination. ....	4
4.2	Strikes and Lockouts. ....	5
4.3	Application of Personnel Ordinance .....	5
4.4	Waiver Clause. ....	5
<b>ARTICLE V GRIEVANCE AND ARBITRATION PROCEDURE</b>		
5.1	Purpose .....	6
5.2	Definitions.....	6
5.3	Time Limits .....	6

<u>Section</u>		<u>Page</u>
5.4	Presentation .....	7
5.5	Employee Rights .....	7
5.6	Application .....	7
5.7	Informal Discussion .....	7
5.8	Formal Grievance – Step 1 .....	7
5.9	Formal Grievance – Step 2 .....	8
5.10	Formal Grievance – Step 3 .....	8
5.11	Arbitration – Step 4 .....	8
5.12	Response .....	9
5.13	Copy of Decision .....	9
5.14	Selection of Arbitrator .....	9
5.15	Decision .....	9
5.16	Costs .....	9
5.17	Witnesses .....	10
5.18	Expedited Arbitration .....	10

**ARTICLE VI  
HOURS OF WORK AND OVERTIME**

6.1	Hours of Work .....	10
6.2	Overtime .....	11
6.3	Part-Time Employment .....	11
6.4	Part-Time Employment Benefits .....	12
6.5	9/80 Work Schedules .....	12
6.6	Four-Day Forty Hour Workweek .....	14
6.7	Standby Assignments, Call Back, and Call-ins .....	15
6.8	Change in Location or Hours .....	16

**ARTICLE VII  
SALARIES**

7.1	Salary Step Increases .....	16
7.2	Correction of Payroll Errors .....	17
7.3	Salary Administration .....	20
7.4	Out of Class Pay .....	22
7.5	Salary Increases .....	23
7.6	Bilingual Pay .....	24
7.7	Sacramento Local Agency Formation Commission-Differential .....	24
7.8	Night Shift Differential .....	24
7.9	Mental Health Facility Differential .....	24
7.10	Masters' Degree .....	25

<b><u>Section</u></b>	<b><u>Page</u></b>
7.11	Notary Pay .....25
7.12	Correctional Facility Special Pay Allowance .....25
7.13	Longevity .....25

**ARTICLE VIII  
HOLIDAYS**

8.1	Holidays .....26
-----	------------------

**ARTICLE IX  
LEAVES**

9.1	Vacation Leave with Pay .....27
9.2	Sick Leave .....28
9.3	Sick Leave Compensation .....29
9.4	Sick Leave Incentive Program .....29
9.5	Family Death Leave .....30
9.6	Parental Leave .....31
9.7	County Employees as Volunteer Poll Workers Program .....32
9.8	Assignment of Leave for Catastrophic Illness and Other Purposes .....32

**ARTICLE X  
HEALTH AND WELFARE**

10.1	General Provisions .....32
10.2	Medical Insurance and Health Plans .....34
10.3	Retiree Health Savings Plan .....36
10.4	Dental Plan .....36
10.5	Life Insurance .....36
10.6	Employee Assistance Program .....36
10.7	Flexible Spending Accounts .....37
10.8	State Disability Insurance .....37
10.9	Joint Labor-Management Health and Welfare Committee .....39
10.10	Retiree Health Contribution .....39
10.11	Healthcare Reopener .....39

**ARTICLE XI  
RETIREMENT PLAN**

11.1	Retirement Tier 3 .....40
11.2	Retirement Enhancement for Miscellaneous .....40

<u>Section</u>	<u>Page</u>
11.3 Tier 4 Miscellaneous Employee Retirement .....	40
11.4 Deferred Compensation – Temporary Employees .....	40
11.5 Retirement Contribution.....	41
11.6 Tier 5 Miscellaneous Employee Retirement.....	41

**ARTICLE XII  
DISCIPLINE AND DISCHARGE**

12.1 Purpose .....	41
12.2 Definition.....	42
12.3 Persons Authorized to Initiate Disciplinary Action.....	42
12.4 Application.....	42
12.5 Cause for Disciplinary Action.....	42
12.6 Causes for Personnel Action Due to Physical or Mental Disability .....	43
12.7 Notice Requirement and Effective Date of Order .....	44
12.8 Appeal .....	44
12.9 Mediation of Disciplinary Action.....	45
12.10 Selection of an Arbitrator .....	46
12.11 Amended or Supplemented Order.....	47
12.12 Discovery .....	47
12.13 Timing and Conduct of Hearing .....	49
12.14 Subpoenas .....	50
12.15 Decision .....	50
12.16 Finality of Decision .....	50
12.17 Costs .....	50
12.18 Witnesses .....	50

**ARTICLE XIII  
SENIORITY, LAYOFFS AND REEMPLOYMENT**

13.1 Purpose .....	51
13.2 Definitions and Interpretations.....	52
13.3 Voluntary Reduction in Hours.....	52
13.4 Voluntary Leave of Absence Without Pay .....	53
13.5 Layoff.....	53
13.6 Right to Demote.....	54
13.7 Seniority.....	55
13.8 Jurisdiction.....	56
13.9 Notice of Layoff.....	56
13.10 Notice to Association .....	57
13.11 Grievance-Arbitration Procedure .....	57

<u>Section</u>	<u>Page</u>
13.12	Grievance .....57
13.13	Time, Place and Manner of Filing.....57
13.14	Delivery to Association .....57
13.15	Complaints by Association.....57
13.16	Arbitration-Scheduling .....58
13.17	Consolidation of Proceedings.....58
13.18	Appointment of Arbitrator.....59
13.19	Hearings .....59
13.20	Questions .....59
13.21	Decision.....60
13.22	Costs .....61
13.23	Entitlement.....61
13.24	Type of Position.....62
13.25	Limited-Term .....62
13.26	Departmental Reemployment Lists.....62
13.27	County-Wide Reemployment Lists .....62
13.28	Appointment and Certification Priorities.....62
13.29	Removal from Departmental Reemployment Lists .....64
13.30	Removal from County-Wide Reemployment Lists .....64
13.31	Effect of Reemployment .....65
13.32	Service of Reemployment Lists .....65
13.33	Grievance-Arbitration Procedure .....66
13.34	Existence, Order and Contents of Reemployment Lists .....66
13.35	Other Matters.....67
13.36	Pre-Arbitration Hearing.....67
13.37	Request for Arbitration.....67
13.38	Arbitration Scheduling .....68
13.39	Decision.....68
13.40	Costs .....69
13.41	Witnesses.....69

**ARTICLE XIV  
MISCELLANEOUS**

14.1	Deferred Compensation .....69
14.2	Classification Changes .....69
14.3	Letters of Reprimand .....70
14.4	Mileage Reimbursement.....70
14.5	Transit Pass.....70
14.6	Safety Shoes or Prescribed Work Boot.....70
14.7	Time off for Promotional Examinations.....71
14.8	Tuition Reimbursement .....71

**ARTICLE XV  
TERM**

15.1 Term.....71

**EXHIBIT "A"  
EXHIBIT "B"**

## **PURPOSE**

This Agreement states, in writing, the agreement reached by the representatives of the County of Sacramento (hereinafter "County") and the Sacramento County Administrative Professionals Association (hereinafter "SCAPA"). This Agreement has been reached pursuant to procedures implementing the Meyers-Milias-Brown Act for the purpose of promoting harmonious relations between County and its administrative services employees (hereinafter "employees") represented by SCAPA.

## **ARTICLE I RECOGNITION AND COVERAGE**

### **1.1 RECOGNITION**

- a. County recognizes SCAPA as the exclusive negotiating agent for all employees in the Administrative Services Unit, 034.
- b. SCAPA recognizes the County Executive as the negotiating representative for County and shall negotiate exclusively with him/her or his/her designee, except as otherwise specifically spelled out in this Agreement.

### **1.2 COVERAGE OF EMPLOYEES**

- a. The Administrative Services Unit, 034, consists of all employees in the classes listed in Exhibit "A" appended hereto.
- b. This Agreement applies only to employees in the above described representation unit.

### **1.3 DEFINITIONS**

Regular employee and temporary employee, as used in this Agreement, will be defined by the Personnel Ordinance.

## **ARTICLE II ASSOCIATION RIGHTS**

### **2.1 ASSOCIATION SECURITY**

- a. It is the intent of this section to provide for payroll deductions of SCAPA members to be deducted from their warrants insofar as permitted by law. The County agrees to deduct and transmit to the SCAPA all authorized deductions from all SCAPA members within the foregoing units who have signed an approved authorization card or cards for such deductions in a form agreed upon by the County and SCAPA.



- b. (1) The written authorization for dues deductions shall remain in full force and effect, during the life of this Memorandum between the County and SCAPA, unless canceled in writing by the employee and received by SCAPA between the hours of 8 a.m. and 5 p.m. within one week of the last working day of the fiscal year (June 30).
- (2) The written authorization for approved insurance and benefit programs and the amount of dues deducted from SCAPA members' warrants shall be changed by the County upon written request of the SCAPA.
- (3) SCAPA agrees to indemnify, defend and hold the County harmless against any claims made of any nature and against any suit instituted against the County arising from its check-off for the dues, insurance or benefit programs of the SCAPA.

c. "Approved insurance and benefit programs" are those which the County has approved as being non-competitive or non-duplicative of County-offered programs. The County reserves the right to disapprove any insurance program, in advance, if competitive or duplicative; and, to cancel all SCAPA insurance and benefit program payroll deductions where they are established without prior County approval. It is understood that life insurance, except for accidental death and dismemberment, is competitive and duplicative of County-offered programs.

d. Solicitation and/or servicing of SCAPA insurance and benefit programs shall not interrupt on-duty employees nor be conducted in County facilities without prior approval of the County.

e. County agrees to deduct and transmit to the treasurer of Association deductions in uniform amounts from Association members within the foregoing units who have signed an authorization card for such deduction in a form approved by County. During the term of this Agreement, the parties agree that deduction payments will be converted to electronic transfer.

## **2.2 ASSOCIATION NOTICES AND MEETINGS**

a. SCAPA may use County conference rooms and similar building facilities for meetings with employees in the unit it represents; may post material on bulletin boards provided to serve employees in the unit it represents; and may visit work locations to confer with its members regarding grievances, discipline or other business within the scope of representation or otherwise provided for within this Memorandum.

b. Use of County meeting facilities requires reasonable advance notice to the appropriate County official and is subject to County use of such facilities; provided, however, that once scheduled, such SCAPA meetings may not be canceled by the

County except under emergency situations. The County may establish reasonable regulations governing the use of County facilities as provided by this section.

c. SCAPA shall be entitled to reasonable use of designated bulletin boards at all offices and work locations where they are established or where they may be reasonably necessary.

d. SCAPA shall also have the right to incidental use of the County's inter-office mail, e-mail system and FAX equipment for the purpose of communication with an individual member in the bargaining unit. Such incidental use shall not include mass distribution of Association materials or announcements or other use inconsistent with the County's Information Technology Policies.

e. Duly authorized representatives of SCAPA shall be permitted, at all times that employees in the unit it represents are working, to enter offices to transact business within the scope of representation and to observe conditions under which employees are employed and carry out their responsibilities; provided, however, that the SCAPA representative shall, upon arrival at the facility, notify the person in charge of the areas he/she wishes to visit. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated.

## **2.3 ASSOCIATION REPRESENTATION**

a. County recognizes and agrees to deal with designated stewards and representatives of SCAPA in all matters relating to grievances and the interpretation of this Agreement.

b. A written list of the officers and stewards of SCAPA shall be furnished to County promptly after their designation and SCAPA shall notify County promptly of any changes of such officers or stewards. Those officers or stewards shall not be recognized by County until such lists or changes thereto are received.

c. SCAPA may designate up to six (6) stewards. The assignment of these stewards, regarding location and specific group representation, shall be determined by SCAPA. SCAPA shall notify County, in writing, immediately after stewards are designated and assigned and shall notify County of any subsequent changes. Stewards shall not be recognized by County until such lists or changes thereto are received.

d. Upon request of the aggrieved employee, a steward or officer of SCAPA may investigate the specified grievance provided it is in his/her assigned area of responsibility and assist in its presentation. He/she shall be allowed a reasonable time (not to exceed eight [8] hours in any pay period) for this purpose during working hours without loss of pay, subject to prior notification and approval by his/her immediate supervisor. Such notification shall be in writing on a form prescribed by County, which form will state the amount of time spent for the purpose. The assignment of more than one (1) steward or officer who is an employee to handle a grievance shall be subject to

prior approval of the County Executive or his/her representative and approval shall not be unreasonably delayed or withheld. Stewards or officers of the Association will be permitted time off without loss of pay only if they are full-time employees.

## **2.4 EMPLOYEE TIME OFF TO MEET**

Following guidelines negotiated with the County Executive, a reasonable number of employees may be designated by SCAPA as official representatives. With reasonable advance notice to their respective supervisors, such representatives may meet and confer on County time with representatives of the County on matters within the scope of representation, provided that in the event of emergency they may be kept on the job, in which case the supervisor shall so notify the appointing authority and the appointing authority shall notify the County Executive.

# **ARTICLE III COUNTY RIGHTS**

## **3.1 COUNTY RIGHTS**

a. The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of County operations; determine the methods, means and personnel by which County operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in operational emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; provided, however, that the exercise of such County right shall not conflict with the express provisions of this Agreement. The County has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

b. This Agreement is not intended to restrict consultation with employee organizations regarding matters within the right of the County to determine.

# **ARTICLE IV GENERAL PROVISIONS**

## **4.1 NON-DISCRIMINATION**

a. County will not interfere with or discriminate in any way against any employee by reason of his/her membership in, or activity approved by this Agreement,

nor will County discourage membership in SCAPA or encourage membership in any other employee organization.

b. SCAPA, in turn, recognizes its responsibility as designated negotiating agent and agrees to represent all employees without discrimination, interference, restraint or coercion. The provisions of this Agreement shall be applied equally to all employees, without discrimination as to age, sex, marital status, religion, race, color, creed, national origin, or political or employee organization affiliation, physical or mental disability, or sexual orientation. SCAPA shall have equally with the County the responsibility for applying this provision of the Agreement.

## **4.2 STRIKES AND LOCKOUTS**

a. No lockout of employees shall be instituted by the County during the term of this Agreement.

b. The SCAPA agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the County. In the event that the SCAPA members participate in such activities in violation of this provision, the SCAPA shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the County.

## **4.3 APPLICATION OF PERSONNEL ORDINANCE**

a. The Board of Supervisors shall maintain in the Personnel Ordinance (Chapter 2.78, Sacramento County Code) the following section:

2.78.020 APPLICATION OF CHAPTER. This chapter shall not apply to any employees in a representation unit created pursuant to Chapter 2.79 to the extent to which this chapter is inconsistent with the terms of an agreement or a memorandum of understanding covering such employees.

b. The statement of this modification shall not be construed to make any matter not expressly covered by the Agreement subject to a grievance procedure provided by such agreement.

## **4.4 WAIVER CLAUSE**

The parties acknowledge that, for the life of this Agreement, each voluntarily waives the right and each agrees that the other shall not be obligated to negotiate with respect to any matter included in this Agreement, except as otherwise provided herein. Any matter covered in this Agreement can only be changed after meeting and conferring

and reaching agreement. Any such agreement shall be reduced to writing and become a side letter or addendum to this Agreement. Any other matter which is within the scope of bargaining can only be changed after meeting and conferring.

## **ARTICLE V GRIEVANCE AND ARBITRATION PROCEDURE**

### **5.1 PURPOSE**

a. This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.

b. The purposes of this procedure are:

- (1) To resolve grievances informally at the lowest possible level;
- (2) To provide an orderly procedure for reviewing and resolving grievances promptly;
- (3) To determine and correct if possible the cause of grievances;
- (4) To encourage communication between employees and those in higher authority.

### **5.2 DEFINITIONS**

a. A grievance is a complaint of one (1) or a group of employees, or a dispute between the County and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.

b. As used in this procedure the term "immediate supervisor" means the individual who assigns, reviews and directs the work of an employee.

c. As used in this procedure the term "party" means an employee, the Association or the County.

d. As used herein, representative or the Association representative, if an employee of the County, refers to an employee designated in writing by the Association as such.

e. As used in this procedure, the term "workday" means a day of work for the party appealing or responding to the grievance.

### **5.3 TIME LIMITS**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended.

#### **5.4 PRESENTATION**

An employee or the Association representative, or both may present a grievance while on duty. On group grievances, the Association agrees to limit the number of employees participating on behalf of the Association while on duty to a reasonable number. The County agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

#### **5.5 EMPLOYEE RIGHTS**

The employee retains all rights conferred by Section 3500, et seq., of the Government Code or Chapter 2.79 of the Sacramento County Code.

#### **5.6 APPLICATION**

Grievances as defined in Section 5.2 shall be brought through this procedure.

#### **5.7 INFORMAL DISCUSSION**

The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Association representative. Within five (5) workdays, the immediate supervisor shall give his/her decision or response.

#### **5.8 FORMAL GRIEVANCE - STEP I**

a. If an informal grievance is not resolved to the satisfaction of the grievant, or if the grievant or the Association believes there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

- (1) Ten (10) workdays after the event or circumstances occasioning the grievance; or
- (2) Within ten (10) workdays of the decision rendered in the informal grievance procedure, whichever is later.

b. However if the informal grievance procedure is not initiated within the period specified in Subsection (1), the period in which to bring the grievance shall not be extended by Subsection (2).

c. A formal grievance shall be initiated in writing on a form prescribed by the County and shall be filed with the persons designated by the appointing authority as the first level of appeal. The grievant may be represented by an Association representative.

d. Within ten (10) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall hear and investigate the grievance, and give his/her decision in writing.

## **5.9 FORMAL GRIEVANCE - STEP 2**

a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision within five (5) workdays to the appointing authority or his/her designee. The grievant may be represented by an Association representative. If the appointing authority or his/her designee is the first level of appeal, the grievant may bypass Step 2.

b. Within five (5) workdays the appointing authority or his/her designee shall either agree to implement the proposed resolution, schedule a hearing, or advise the grievant/ Association, in writing, to appeal the grievance to Step 3.

c. In the event the appointing authority or his/her designee proceeds with a Step 2 grievance hearing, the appointing authority or his/her designee shall hear, investigate, and render a written response within fifteen (15) workdays of receipt of the appeal from Step 1.

## **5.10 FORMAL GRIEVANCE - STEP 3**

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) workdays. The grievant may be represented by an Association representative.

b. Hearing and Response - Step 3: The County Executive or his/her designated representative shall, within ten (10) workdays of receipt of the appeal, schedule and conduct a grievance hearing unless extended by mutual agreement of the parties. The County Executive or his/her representative shall render a written response to the grievance within twenty (20) workdays following the date of the grievance hearing unless extended by mutual agreement of the parties.

## **5.11 ARBITRATION - STEP 4**

If the response of the County Executive or his/her designated representative is not satisfactory to the Association, the Association shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the

County Executive or his/her designated representative within ten (10) workdays of receipt of his/her decision.

#### **5.12 RESPONSE**

If the County fails to respond to a grievance within the time limits specified for that step, the grievant or the Association shall have the right to appeal to the next step, except that only the Association shall have the right to refer the matter to binding arbitration.

#### **5.13 COPY OF DECISION**

At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the Association representative of record, if any, and to the grievant.

#### **5.14 SELECTION OF ARBITRATOR**

a. An impartial arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand.

b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators.

c. After receipt of the list, the parties shall alternately strike arbitrator's names from the list until one (1) arbitrator's name remains.

d. If an arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as per Subsection b. above, and the selection shall be made as in Subsection c. above, unless an arbitrator can be mutually agreed upon.

#### **5.15 DECISION**

a. The decision of the arbitrator shall be final and binding.

b. The arbitrator shall have no authority to add to, delete or alter any provision of this Agreement nor shall the arbitrator substitute his/her discretion in any case where the County is given or retains such discretion. The arbitrator shall limit his/her decision to the application and interpretation of the provisions of this Agreement.

#### **5.16 COSTS**

a. The fees and expenses of the arbitrator shall be shared equally by the parties.



b. The fees and expenses of a court reporter if required by the arbitrator and agreed to by the parties shall be shared equally by the parties.

#### **5.17 WITNESSES**

The County agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable. The County shall cooperate in making witnesses available for the arbitration hearing.

#### **5.18 EXPEDITED ARBITRATION**

At any step of the grievance procedure at which the appropriate County representative declares he/she does not have authority to resolve a pending grievance, the Association may proceed directly to the next step of the grievance procedure. The County and the Association may, by mutual agreement, submit an issue directly to Step 4 of the grievance procedure.

### **ARTICLE VI HOURS OF WORK AND OVERTIME**

#### **6.1 HOURS OF WORK**

a. The appointing authority shall determine the hours of work for each employee in accordance with the needs of the department

b. The hours of work, including authorized absences with pay, for each full-time employee shall be normally considered as eight (8) hours per day or forty (40) hours per week.

c. The hours of work, including authorized absences with pay, of each part-time employee shall be established by the appointing authority but shall normally be less than eight (8) hours per day or forty (40) hours per week.

d. An employee who works eight-hour shifts and who is allowed a lunch period as a part of each shift may be excused at the end of the shift at the discretion of the appointing authority; provided, however, that any such shift shall be extended to include a full eight (8) hours of work for an employee, without additional compensation, whenever the needs of the department so require.

e. Each employee normally shall be allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the workshift. Whenever it is necessary for an employee to work overtime in excess of two (2) consecutive hours, the employee shall be granted an additional lunch

period, the taking of which is optional with the employee. Lunch periods shall not be counted as part of total hours worked, except for an employee for whom lunch periods include the actual performance of assigned duties.

f. When an employee is ordered by County to attend training, the time spent in training shall be counted as hours worked. Training which takes place during off-duty hours with attendance voluntary is not hours worked.

g. An individual employee, if his or her position is not governed by the FLSA, may work flexible working hours that are compatible with the needs of the department and are mutually agreed upon by the employee and the appointing authority.

## **6.2 OVERTIME**

a. An employee will be compensated only for overtime ordered by designated supervisory personnel.

b. An employee required to work in excess of their regularly scheduled day or forty (40) hours per week shall be compensated at the overtime rate appropriate to the class.

c. All paid leave except sick leave shall be counted as time worked. Time worked in excess of the regular day shall not be counted in determining whether an employee has worked in excess of forty (40) hours in a week.

d. An employee who works overtime shall promptly and accurately report such time in the manner prescribed by the County.

e. Employees in the following classes will receive overtime at time-and-a-half (although not necessarily covered under the FLSA) in either cash or compensating-time-off at the department's discretion but with consideration to the employee's preference:

- Airport Technical Assistant
- Telecommunications Systems Assistant
- Telecommunications Systems Analyst 1
- Telecommunications Systems Analyst 2
- Workers' Compensation Assistant
- Safety Technician

f. Employees in classes not identified in subsection e. above will receive overtime at straight time pay or compensating-time-off at the department's discretion but with consideration to the employee's preference.

## **6.3 PART-TIME EMPLOYMENT**

An employee who so requests in writing, may at the discretion of the appointing authority, be assigned to less than a full-time (forty [40] hours per week) position.

#### **6.4 PART-TIME EMPLOYMENT BENEFITS**

a. This section applies to regular employees who are employed on a regular part-time basis.

b. The salary of regular part-time employees shall be prorated based on the number of hours worked.

c. Vacation, sick leave, holiday, and family death leave benefits will be prorated based on the number of hours worked.

d. Regular part-time employees working at least twenty (20) hours per week or forty (40) hours or more per pay period shall be eligible for group medical insurance and health benefits, group dental benefits, and life insurance; and the County shall make contributions in the same amount as for full-time regular employees.

#### **6.5 9/80 WORK SCHEDULES**

a. An appointing authority, with prior approval of the County Executive, may approve individual requests of employees covered by this Agreement in their department to work a 9/80 work schedule. In addition, in recognition of the type and nature of work performed by many groups of employees covered by this Agreement, the appointing authority has the right to place, at his/her discretion, all employees in a work unit, section or division on a 9/80 work schedule.

b. For an employee who does not receive time and one-half overtime pay, the workweek will remain from 12:00 a.m. on Sunday to 12:00 a.m. the following Sunday, a period of seven (7) consecutive twenty-four hour periods.

(1) For such employee, the 9/80 work schedule is a schedule which during one (1) week of the biweekly pay period the employee is scheduled to work four (4) nine-hour workshifts for a total of thirty-six (36) hours, and during the other week of the pay period, is scheduled to work four (4) nine-hour workshifts and one (1) eight-hour workshift.

(2) For such employee working the 9/80 work schedule, who is eligible to earn straight-time overtime, overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift and in excess of eight (8) hours when normally scheduled to work the eight-hour workshift. Overtime shall also be earned when an employee eligible for overtime is required to work in excess of thirty-six (36) hours during the week the employee is scheduled to work thirty-six (36)

hours, or in excess of forty-four (44) hours during the week the employee is scheduled to work forty-four (44) hours.

c. For an employee who does receive time and one-half overtime pay, the individual employee's workweek must be redesignated by the County so that it commences in the middle of the eight-hour workshift as described in Subsection b.(1) above. This redesignated workweek must be in writing and specifically state the day of the week and time of day that the workweek commences and the effective date of the redesignated workweek. This must be completed and approved prior to the employee, working the 9/80 schedule and be filed in the employee's personnel file. This redesignated workweek must be changed prior to the employee altering the day of the week or time of day that the eight-hour workshift occurs; the redesignated workweek must always commence during the middle of the eight-hour workshift. This redesignated workweek must also be changed back to the standard Sunday through Saturday workweek upon the employee moving off the 9/80 work schedule.

(1) For such employee, the 9/80 work schedule is a schedule in which during each redesignated workweek the employee works four (4) nine-hour workshifts and one (1) four-hour workshift. The two (2) four-hour workshifts are worked consecutively in a manner to constitute one (1) eight-hour work period, similar to the eight-hour workshift provided in Subsection b.(1) above.

(2) For such employee overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift, and in excess of forty (40) hours during the redesignated workweek. Additionally, overtime will be earned when the employee is required to work more than four (4) hours when normally scheduled to work either of the four-hour workshifts.

d. An employee working a 9/80 schedule shall take an unpaid meal period in the middle of their nine-hour and eight-hour workshifts, or between the two (2) four-hour workshifts. An employee may receive one (1) rest period during the first half of the employee's nine-hour or eight-hour workshift and one (1) rest period during the second half of the nine-hour or eight hour workshift. An employee who works two (2) four-hour workshifts may receive one (1) rest period during each four-hour workshift.

e. An employee shall be granted a holiday that falls on the employee's scheduled eight-hour workshift. If the holiday falls on the scheduled nine-hour workshift, the remaining hour must be taken off as leave first from accumulated compensating time off or holiday in lieu, and second from accumulated vacation time; and, if there are no leave balances, then leave without pay. If the holiday falls when the employee is scheduled to work the two (2) four-hour workshifts, then both four-hour workshifts shall be deemed to be the holiday. If a holiday falls on an employee's scheduled day off, the employee shall accrue eight (8) hours compensating time off.

f. Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by an employee on a scheduled nine-hour workshift shall result in the deduction of nine (9) hours from the employee's accrued leave balances. Full shift absences on the eight-hour workshift shall result in the deduction of eight (8) hours from the employee's accrued leave balances. Full shift absences from either four-hour workshift shall result in the deduction of four (4) hours from the employee's accrued leave balances.

g. An employee may return to the standard five-day, forty-hour workweek upon the approval of their appointing authority.

h. The appointing authority shall have the right to return an employee(s) to the standard five-day, forty-hour workweek schedule after providing advance written notice of two (2) full pay periods to the affected employee(s).

## **6.6 FOUR-DAY/FORTY-HOUR WORKWEEK**

At the option of the County, employees may be assigned to work ten (10) hours per day, four (4) days per week. The four-day workweek shall be subject to the following policies:

- a. Overtime: Overtime shall be earned when employees work in excess of ten (10) hours per day or forty (40) hours per week.
- b. Sick Leave: Sick leave with pay shall be accrued, accumulated, and taken in accordance with Section 9.2 of this Agreement and Subsection d. below.
- c. Vacation Leave: Vacation leave with pay shall be accrued and used in accordance with Section 9.1 and Subsection d. below.
- d. Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on scheduled ten-hour workshifts shall result in the deduction of ten (10) hours from employees' accrued leave balances.
- e. Holidays: Employees shall be granted the day off in accordance with Section 8.1 of the Agreement if a holiday falls on employees' scheduled workdays, except that the remaining two (2) hours must be taken off as leave first from accumulated compensating time off, and second from holiday in lieu or accumulated vacation time; and, if there are no leave balances, then leave without pay. If a holiday falls on employees' scheduled days off during the normal Monday through Friday workweek, the employees shall accrue eight (8) hours of compensating time off.

- f. Holiday In Lieu: Employees who work in a unit for which the normal work schedule includes Saturdays, Sundays, and holidays shall accrue eight (8) hours holiday time every four (4) weeks in accordance with Section 8.1 of this Agreement, except that in-lieu days off shall be for a ten-hour workday.
- g. Other Provisions: All other provisions of this Agreement shall apply to employees who work a ten-hour day/forty-hour workweek in the same manner as such provisions apply to employees who work a regular eight-hour/forty-hour workweek.
- h. Return to Normal Five-Day Schedule: The County shall have the right to discontinue the four-day work schedule by giving affected employees advance written notice of two (2) full pay periods.

## **6.7 STANDBY ASSIGNMENTS, CALL BACK, AND CALL-INS**

a. Any employee who is required to remain on standby for emergency work shall be paid two (2) hours' straight time pay for each standby shift, whether or not the employee is called to work. A standby shift shall be eight (8) hours or less.

b. The employee who performs emergency work on standby duty shall be compensated therefore as overtime work. A minimum of two (2) hours' compensation, at the overtime rate for the classification, per shift shall be paid to an employee who is called back, in addition to the standby pay to which such employee is entitled pursuant to Subsection a.

c. Any employee who is not on standby pursuant to Subsections a. and b. above and is called into work shall be compensated at the overtime rate established for the job class in the following manner:

- (1) Office/field work – for overtime work which requires the employee to come to the office site or perform field work due to an emergency, the employee shall be paid a minimum of two (2) hours and up to the actual hours worked outside of the employee's normally scheduled work hours.
- (2) Non-office/non-field work – for overtime work which does not require the employee to come to the office site to perform field work due to an emergency but is conducted, for example, by telephone from the employee's residence, the employee shall be paid based on the actual time worked.

d. Employees at the Department of Human Assistance, Department of Child Support Services and the Department of Health and Human Services who the department has designated as a facilities management-after-hours contact and not placed on standby shall be compensated 2-hours at the applicable overtime rate if such an employee is contacted after hours to respond to a facilities management emergency.

f. Continuous extra-help employment up to twenty-six (26) biweekly pay periods of full-time service, or the equivalent, may be considered as eligible service for employees who transfer to a regular position without a break in service.

g. Overtime work shall not be considered as eligible service.

h. A step increase may be denied only for just cause set forth in writing.

## 7.2 CORRECTION OF PAYROLL ERRORS

a. This provision applies when the Director of Personnel Services determines that an error has been made in relation to the base salary, overtime cash payment, or paid leave accruals, balances, or usage. In such cases the County shall, for purposes of future compensation, adjust such compensation to the correct amount. The Director also shall give written notice to the employee as soon as feasible and prior to the repayment of funds.

b. As used in this section:

- (1) "Base salary" means the biweekly rate of pay including special pay allowances and differentials but excluding overtime cash payment.
- (2) "Overtime cash payment" means authorized pay for working in excess of a prescribed number of hours, usually eight (8) hours per day or forty (40) hours per week.
- (3) "Paid leave" means vacation, sick leave, compensating time off and all other types of authorized leave with pay.
- (4) "Overpayment" means any cash or leave (balance, usage or accruals) that has been overpaid or overcredited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- (5) "Underpayment" means any cash or leave (balance, usage or accruals) that has been underpaid or undercredited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.

c. If the error has resulted in an underpayment, reimbursement shall be made by the County to the employee for the underpayment amount which has occurred within one (1) year prior to the date of the initial written notice to the employee. If the error has resulted in an overpayment, the employee shall reimburse the County in the overpayment amount which has occurred within one (1) year prior to the date of the initial written notice to the employee. Pursuant to IRS regulations wages paid in error in a prior

year remain taxable to the employee for that year. The employee may be entitled to a deduction for the repaid wages on his or her income tax return for the year of repayment. Prior year wage adjustments for Social Security wages and Medicare wages will be made in the year of repayment. The County and the employee share due diligence to ensure overpayments and underpayments are minimized and corrected timely.

- (1) In the case of overpayment, reimbursement of the overpayment shall be made through one (1) or a combination of the following methods, as determined by the policies and procedures of the Director of Personnel Services: Note: the combinations of methods below do not apply to errors where an employee received 2 direct deposits for 1 pay period in error. The repayments of duplicate direct deposits are immediately to be reimbursed by the employee in the following manner: 1) by direct deposit reversal, if available and appropriate; 2) by personal check or repayment in the next immediate pay period whichever is most appropriate and timely.
  - (a) In cash payment(s) mutually agreed to by the employee and the Department of Personnel Services. Cash payment(s) allow employees to immediately repay an overpayment or to facilitate repayment by employees on leave of absence. It is not intended to be used to circumvent the number of installments or minimum deduction requirements in (c) below.
  - (b) A one -time only leave adjustment to CTO or vacation equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave). If the balances are not sufficient to cover the overpayment, payroll deductions of the overpayment from the employee's future salary shall be made in installments until the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge against future accruals shall not be permitted. Pursuant to IRS regulations the value of the leave adjustment is taxable and will be included in wages paid during the period the leave adjustment is made.
  - (c) Installments through payroll deduction to cover the same number of pay periods over which the error occurred. If the installments exceed 10% of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least 10% of the employee's base salary including incentives, et cetera, and a hardship is demonstrated. The lower deduction must be requested in writing by the employee.



- (2) In the case of an underpayment the County will expedite reimbursement to the employee via a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
- (3) An employee whose employment terminated prior to full reimbursement of an overpayment shall be liable to the County for the amount of the reimbursement unrecovered at the time of termination. An employee will have the option to elect whether to have the unrecovered overpayment deducted from the employee's final paycheck or to pay by cash or personal check; should the employee fail to fully reimburse the overpayment within 30 days after termination, the County reserves the right to exercise other legal means to recover the additional amount owed.
- (4) Any amount of overpayment or underpayment for any period earlier than one (1) year prior to the date of the Director's initial written notice to the employee, shall be deemed waived and not reimbursable.

d. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous Agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

e. The provisions of this section apply only to errors involving base salary or overtime cash payment and paid leave accruals, balances, or usage. No provision of this Agreement shall preclude the correction or recovery by the County of past overpayments, errors, or other losses which result from errors involving other matters, such as retirement, social security, medicare, state disability insurance, and court-ordered payments. These errors are collected pursuant to Federal and State Law and Regulations.

f. If an error has resulted in an employer overpayment of group insurance premiums or deferred compensation program contributions within one year prior to the date of initial written notice to the employee, the overpayment will be collected through one of the following methods: payroll deduction to cover the same number of pay periods over which the error occurred; if the installments exceed 10% of the employee's base salary, the employee may request in writing to have lower deductions based on a hardship; or a one-time only leave adjustment to CTO or vacation equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave). If the balances are not sufficient to cover the overpayment, payroll deductions of the overpayment from the employee's future salary shall be made in installments until the overpayment is fully reimbursed; or the employee may make a

single cash payment. A charge against future accruals shall not be permitted. Pursuant to IRS regulations the value of the leave adjustment is taxable and will be included in wages paid during the period the leave adjustment is made. If the error has resulted in an underpayment, premium reimbursement shall be made by the County to the employee. An employee whose employment terminated prior to full reimbursement of an overpayment shall have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County shall have the right to exercise other legal means to recover the additional amount owed.

### **7.3 SALARY ADMINISTRATION**

a. Entry Step: The entry step within the established range for each class shall be Step 5 unless specifically designated as Step 6, 7, 8, or 9. Except as otherwise provided below, any person appointed to a class shall receive the entry step of the range of such class and shall accrue other benefits as a new employee.

b. Reemployment: Any person appointed in accordance with the rule governing reemployment following layoff shall receive compensation and benefits as though he/she had been on leave without pay.

c. Reinstatement: Any person appointed in accordance with the rule governing reinstatement following resignation in good standing shall be considered a new employee. At the discretion of the appointing authority, a reinstated employee may receive a starting salary higher than Step 5 but not exceeding the step that he/she received at the time of resignation.

d. Return to Former Class: An employee who is returned to a former class following promotion, transfer or demotion due to layoff, shall receive that step of the range which he/she would have received had he/she never left the former class.

e. Promotion: Advancement from a position in one (1) class to a position in a higher class, defined as one having a maximum salary rate at least one (1) step (at least 5%) higher than the employee's former class.

(1) Upon promotion of an employee within the unit to a higher class, the employee shall receive the lowest step in the new class which provides an increase of at least 5%.

(2) Upon promotion of an employee from outside the unit to a class in the unit, the employee shall receive the lowest step in the new class which provides an increase of at least 5%.

f. Transfer: Upon transfer of an employee, the employee shall receive the same step in the new range as he or she received in the former range. For purposes of

this provision, a transfer is a change between classes where the maximum salary rate of the class to which transfer is made is less than 5% higher or less than 5% lower.

g. Demotion: A demotion is a change to a class which has a maximum salary rate which is at least 5% lower than the maximum salary rate of the former class. Whenever an employee is demoted due to layoff, without cause or inability on his/her part, his/her salary shall be that step in the new range which provides an equal salary, or in the absence thereof, the nearest lower salary, to that received prior to the demotion. In all cases of demotion for cause, the employee shall receive the same step in the lower range as he/she received in the higher range. An employee with permanent status in a class who, with the approval of the appointing authority, voluntarily demotes to a lower class shall receive the step in the lower range which provides an equal salary or, in the absence thereof, the nearest lower salary to that which was received prior to demotion.

h. Return from Leave without Pay: Return following leave without pay is not an appointment, but is a continuation of service; however, salary and benefits, other than employment status, shall be based on actual service. This provision shall not apply to employees returning from military leave.

i. Y-Rate: The Board of Supervisors may adopt a Y-rate to apply to: (1) an employee who would suffer an actual decrease in salary as a result of action taken by the County, without fault or inability on the part of the employee, or (2) an employee who is changing from one class series to another, as a normal consequent of career development through the County's upward mobility program, and the salary of the class the employee enters in the new class series is less than the salary the employee was receiving in the former class. A Y-rate means a salary rate, for an individual employee, which is greater than the established range for the class.

j. Y-Rate Salary Increase: An employee for whom a Y-rate is established shall not receive any increase in salary until such time as his/her rate of compensation is within the established range for the class, at which time the employee shall receive the highest step of the range. The employee shall receive a proportionate decrease in salary whenever a lower range is established for the class in this Agreement.

k. Granting of Status: Whenever the Civil Service Commission or other appropriate authority grants an employee direct status in another class the employee shall receive the step determined in accordance with the provisions of this section.

l. Class Salary Range Changes: When the salary range for a class is changed in the Agreement, employees in the class shall change to the new range but shall remain at the same step. When changes in an employee's class or salary, or both, occur simultaneously with salary range adjustments in the Agreement, the employee changes shall precede the Agreement adjustments in application.

m. Entry Step Adjustments: When the entry step for a class is adjusted to above Step 5 in the Agreement, the salary step for each employee in the class shall be

increased in proportion to the change in entry step; provided, however, that no employee shall advance beyond Step 9.

n. Biweekly Salaries: The pay period for all employees shall cover fourteen (14) calendar days, starting on a Sunday and ending with the second Saturday thereafter. Salaries shall be paid on the Friday following the end of the pay period; except that if Friday falls on a holiday, salaries shall be paid on Thursday. Salaries shall be computed as provided in this Agreement.

o. Salary Computation: The regular salary for each employee shall be based on the actual number of days or hours worked in the pay period, including authorized absences with pay, multiplied by the employee's daily or hourly rate. Such payments shall not exceed the biweekly rate as determined by the employee's range and step.

p. Special Pay: Special payment, including standby, overtime, premium, and other special payments, shall be calculated in accordance with the applicable provisions of this Agreement.

q. Payment in Full: Compensation paid pursuant to this Agreement shall be payment in full for services rendered in a County position. No employee shall accept any other compensation for services performed in such position.

r. Exceptional Qualifications: At the request of the appointing authority and subsequent to a recommendation by the Director of Personnel Services, the County Executive may approve a salary above the established entry step for the class in order to recruit an individual who has demonstrated superior knowledge and ability and whose combined education and experience represent substantially better preparation for the duties of the class than required by the minimum employment standards. In the application of this provision, consideration also shall be given to current employees in the same class who possess comparable qualifications and, if determined equivalent, adjustments shall be made by the County Executive.

#### **7.4 OUT OF CLASS PAY**

Employees assigned to work in a higher classification shall be paid a differential only if the following conditions are met:

a. Requests for approval of out-of-class assignment must be approved in writing by the "appointing authority." For the purpose of this application, the "appointing authority" is the Department Head or his/her designee. Such written authorization shall identify the anticipated period of the temporary assignment.

b. The position to which the employee is temporarily assigned must be vacant or the incumbent must be absent from duty.

- c. The higher class to which the employee is assigned must have a salary range at least 5% higher than the salary range of the employee's class who is being temporarily assigned.
- d. Out-of-class pay will be 5%.
- e. The minimum duration for an out-of-class assignment is one full work shift.
- f. Out-of-class pay will be applied to all hours within the duration of the assignment. The out-of-class pay shall continue until either the absent employee returns to duty, the vacant position is filled, or the assignment is terminated by the appointing authority, whichever occurs first.
- g. Out-of-class pay shall not continue (nor is any compensation authorized) in excess of five months and twenty-nine days in a rolling calendar period, which begins on the first day of the out-of-class assignment.
- h. In rare circumstances, extension of an out-of-class assignment may be approved based on specific operational needs and must be consistent with the application of this agreement. Extension of an out-of-class assignment beyond five months and twenty-nine days requires the approval of the Appointing Authority and the Director of Personnel Services, as well as notification to the Association.

## **7.5 SALARY INCREASES**

- a. Fiscal Year 2022-2023: Effective June 19, 2022, salaries for all classes shall be increased by four percent (4%).
- b. Fiscal Year 2023-2024: Effective June 18, 2023, salaries shall be increased four percent (4%).
- c. Effective June 30, 2024, salaries shall be increased based on the average percent year-to-year change in the Consumer Price Index (United States City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2024, rounded to the nearest one tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) or more than four percent (4%).
- d. Effective the first full pay period following the Board of Supervisors approval of the 2022-25 labor agreement, an equity adjustment of one percent (1%) shall be applied to the following classifications: Administrative Services Officer I, Administrative Services Officer II, and Associate Administrative Analyst Level I/II.
- e. Should any miscellaneous retirement class in another bargaining unit receive a negotiated COLA in excess of that received under Section 7.5 (a-c) the COLA's shall be adjusted to reflect that higher amount.

## **7.6 BILINGUAL PAY**

- a. An employee shall be approved for bilingual-cultural pay if:
  1. The appointing authority determines that bilingual skills is a requirement of the employee's positions; and
  2. The employee agrees to utilize his or her bilingual ability and/or cultural knowledge on the job; and
  3. The employee is able to demonstrate bilingual proficiency that is satisfactory to the County; and
  4. The assignment is in writing and reviewed on an annual basis.
- b. Sign language may be treated as a bilingual skill pursuant to this subsection.
- c. Employees who qualify pursuant to the above shall be paid either:
  1. Oral skills differential of \$.80 (eighty-cents) per paid hour per pay period; or
  2. Oral/written skills differential of \$1.00 (one dollar) per paid hour per pay period; or
- d. The Department of Personnel Services shall determine if the employee is qualified to receive either the (1) oral skills differential or the (2) oral/written skills differential. Such determination of proficiency is not subject to the Grievance Procedure.

## **7.7 SACRAMENTO LOCAL AGENCY FORMATION COMMISSION – DIFFERENTIAL**

A 5% pay differential shall be paid to the Administrative Services Officer I assigned to the Sacramento Local Agency Formation Commission performing the additional job duties of the Commission Clerk. When the current incumbent, as of July 1, 2011, leaves the position this differential will be eliminated.

## **7.8 NIGHT SHIFT DIFFERENTIAL**

Employees in the class of Airport Operations Officer shall receive a night-shift pay if one-half of their regular period is before 8:00 a.m. or after 5:00 p.m. Night shift differential shall be 7.5% of employee's standard daily or bi-weekly rate.

## **7.9 MENTAL HEALTH FACILITY DIFFERENTIAL**

a. A regular full-time employee assigned to the Sacramento Mental Health Treatment Center shall be eligible to receive a differential of five percent (5%) of the employee's hourly rate paid biweekly.

b. A regular part-time employee who meets the above requirements shall be entitled to a pro-rata amount of this allowance.

#### **7.10 MASTER'S DEGREE**

Employees will be eligible to receive a differential of 5% of base salary for possession of a Masters' in Business Administration or a Masters' in Public Administration or a field closely related to the intent of the incumbent's class as approved by the Department of Personnel Services. The master's degree must not be required of the classification nor needed to meet a minimum qualification of the class specification. These degrees must be from an accredited, recognized college or university as confirmed by the Department of Personnel Services. Employees shall not be eligible for more than 5% for possession of multiple Masters' Degrees.

#### **7.11 NOTARY PAY**

Employees in the bargaining unit who are designated in writing by the appointing authority and are certified as a notary as part of their job duties shall be paid a differential of fifty cents (\$0.50) per hour. The department shall pay for the certification.

#### **7.12 CORRECTIONAL FACILITY SPECIAL PAY ALLOWANCE**

a. A regular employee assigned to the secured side of the Sacramento County Main Jail, Rio Cosumnes Correctional Center, Youth Detention Facility or Mental Health Treatment Center shall receive a differential of five percent (5%) of the employee's standard hourly rate of pay.

b. A regular employee who temporarily performs duties within the secured side of the Sacramento County Main Jail, Rio Cosumnes Correctional Center, Youth Detention Facility, or Mental Health Treatment Center shall receive a five percent (5%) premium of the employee's established hourly rate on an hour-to-hour basis.

#### **7.13 LONGEVITY**

Following the first full pay period after the Board of Supervisors' approval of the 2022-25 agreement, but no sooner than June 19, 2022, permanent employees who reach ten (10) years of full-time service shall receive a 2.5% differential. Less than full-time permanent employees shall become eligible upon working the equivalent of ten (10) years of full-time service.

## ARTICLE VIII HOLIDAYS

### 8.1 HOLIDAYS

a. All regular employees shall be entitled to such holidays with pay as enumerated herein. All holidays proclaimed by the Governor, other than Thanksgiving Day, shall not be deemed County holidays unless affirmatively made so by resolution of the Board of Supervisors.

- (1) The holidays are: January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, June 19, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, day after Thanksgiving Day, and December 25.
- (2) When January 1, February 12, March 31, June 19, July 4, November 11, or December 25 holidays fall on Sunday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the Monday following as a holiday with pay.
- (3) When January 1, February 12, March 31, June 19, July 4, November 11, or December 25 holidays fall on Saturday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the preceding Friday as a holiday with pay.

b. It is the intent of the parties that County employees shall take off from work the Fridays enumerated herein except where the appointing authority requires otherwise.

c. Regular employees who work in a unit for which the normal work schedules include Saturdays, Sundays, and holidays shall be granted one (1) day off every four (4) weeks in lieu of prescribed holidays. Such time off shall be designated in the employee's regular work schedule. If not scheduled and taken every four (4) weeks, such time shall accrue at the rate of (4.3) hours each biweekly pay period. Effective December 18, that amount shall be increased to 4.6 hours each biweekly pay period.

d. Each employee shall be allowed four (4) hours off work with pay on the last working day before Christmas or the last working day before New Year's. If the employee is unable, because of the needs of the service, to take such time off, he or she shall be credited with four (4) hours compensatory time off. This benefit shall be prorated for part-time employees.



**ARTICLE IX  
LEAVES**

**9.1 VACATION LEAVE WITH PAY**

a. Vacation with pay shall be earned by regular and extra-help employees based on the equivalent of full-time service from the date of appointment. Vacation credit shall accrue to the employee upon completion of the regular work assignment on the last day of the biweekly pay period in which it is earned.

b. Employees shall accrue vacation and accumulate vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Biweekly Accrual Rate</u>	<u>Approximate Number Annual Days*</u>	<u>Accrued Maximum</u>
Less than 3 years	3.1 hours	10	240
More than 3 years, less than 6 years	4.6 hours	15	320
More than 6 years, less than 9 years	5.5 hours	18	400
More than 9 years, less than 10 years	5.8 hours	19	400
More than 10 years, less than 11 years	6.2 hours	20	400
More than 11 years, less than 12 years	6.5 hours	21	400
More than 12 years, less than 13 years	6.8 hours	22	400
More than 13 years, less than 14 years	7.1 hours	23	400
More than 14 years, less than 15 years	7.4 hours	24	400
More than 15 years	7.7 hours	25	400

\*eight hour day

c. Whenever possible, vacations shall be granted at the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the appointing authority may place reasonable seasonal or other restrictions on the use of accrued vacation. Vacation requests shall not be denied arbitrarily.

d. Employees may accumulate vacation to the maximum hours in accordance with 9.1 b. Employees can "cash-in" up to forty (40) hours/year vacation after ten (10) years of full-time continuous service and 240 hours accrued vacation per the terms of the County policy 306 "Cash for Accrued Vacation Leave".

e. All employees shall be eligible to use accrued vacation. The appointing authority shall determine the period when accrued vacation time may be taken by each employee, consistent with the requirements of the department. An employee who

separates or is terminated from County service or who takes military leave in excess of 180 days shall be paid the monetary value of his/her full terminal vacation.

## **9.2 SICK LEAVE**

a. Sick leave credits shall be earned by regular employees based on the equivalent of full-time service from the date of appointment. Sick leave credit shall accrue to the employee upon completion of the regular work assignment on the last day of the biweekly pay period in which it is earned. Sick leave credit shall accrue on the basis of four and six-tenths (4.6) hours per biweekly pay period of service and may be accumulated without limitation.

b. Sick leave may be used consistent with reasons in 9.3 (c) for the following relationships to the employee:

1) Self;

2) Child (biological, adopted foster, step, legal ward, or a child to whom the employee stands in loco parentis);

3) Parent (biological, adoptive, foster, step, legal guardian to employee or employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor child);

4) Spouse;

5) Registered Domestic Partner;

6) Grandparent

7) Grandchild;

8) Sibling

9) Any other close relative or child who resides with the employee.

c. Sick leave shall be provided for the relationships in 9.3 (b) for the following purposes:

1) Employee is physically or mentally unable to perform his/her duties due to illness, injury, dental work or medical condition, including pregnancy.

2) Diagnosis, care for, an employee or employee's family member including childbirth (inclusive of transportation to and from medical facility);

3) For an employee who is a victim of domestic violence, sexual assault, or stalking as defined in Labor Code Sections 230(c) and 230.1 (a);

4) Employee's Donation of Blood – scheduled at the discretion of the appointing authority, not to exceed four hours in any instance and only approved upon submission to the appointing authority of an official blood bank receipt reflecting the donation;

d. The appointing authority may require reasonable substantiation of the need for, and use of, sick leave except where prohibited by state or federal leave protections.

### **9.3 SICK LEAVE COMPENSATION**

a. If an employee dies while employed by the County, whether or not the death is job-related, the retirement beneficiary shall be paid the monetary value of all sick leave accrued by the employee at the time of death. If the employee were eligible for retirement at the time of death, the retirement beneficiary shall have the right to waive the cash payment and instead receive credit toward retirement in accordance with Chapter 2.84 of the County Code.

### **9.4 SICK LEAVE INCENTIVE PROGRAM**

a. Eligible full-time regular employees who use twelve (12) hours or less of sick leave in Pay Periods #1 through #13 of any year shall receive a wellness certificate enabling them to take eight (8) hours off with pay during the following six-month period. Eligible full-time employees who use twelve (12) hours or less of sick leave in Pay Periods #14 through #26 of any year shall receive a certificate enabling them to take eight (8) hours off with pay during the following six-month period. The maximum of twelve (12) hours of sick leave usage will include any hours used under the Family Medical Leave Act. The certificate shall have no monetary value.

b. Regular employees must be continuously on the County payroll and eligible to earn and use sick leave during the entire twenty-six week period from Pay Period #1 through #13, and from Pay Period #14 through #26. Any employee on an unpaid leave of absence during a portion of the designated twenty-six week period is excluded for that time period. Any employee during the designated twenty-six week period who receives pay pursuant to Labor Code Section 4850 or who receives SDI integration, or who selects the disability leave option pursuant to Subsection 9.7-b.(2)(b), is excluded from participation for that time period. Any employee who was temporary and transferred to a permanent position during the designated twenty-six week time period is excluded for that time period.

c. Part-time regular employees who work forty (40) or more hours per pay period shall be eligible to participate in the wellness incentive program. The same eligibility rules as outlined in Subsection b. above shall apply. However, the maximum

amount of sick leave allowed for a part-time employee to use in Pay Periods #1 through #13, or in Pay Periods #14 through #26, shall be prorated. This means for a half-time employee the maximum sick leave that may be used is six (6) hours; for a four-fifths employee, the maximum would be 9.6 hours. The maximum hours of sick leave usage will include any hours used under the Family Medical Leave Act. The amount of time off received by the qualifying part-time employee shall also be prorated. This means a half-time employee would receive a certificate for four (4) hours time off, and a four-fifths employee would receive a certificate for 6.4 hours time off.

d. The County shall provide the Association with a copy of the County Policy and Procedure necessary to implement the County's Wellness/Sick Leave Incentive Program as outlined above.

## **9.5 FAMILY DEATH LEAVE**

a. The County shall authorize family death leave with pay, for a regular employee, when needed, due to the death of his/her:

- (1) spouse
- (2) registered domestic partner
- (3) child
- (4) child of registered domestic partner
- (5) parent
- (6) grandparent; great grandparent; grandparent-in-law
- (7) grandchild; great grandchild
- (8) brother
- (9) sister
- (10) brother-in-law; brother of registered domestic partner; registered domestic partner of brother
- (11) sister-in-law; sister of registered domestic partner; registered domestic partner of sister
- (12) mother-in-law; mother of registered domestic partner
- (13) father-in-law; father of registered domestic partner

(14) any child or close relative who resided with the employee at the time of death.

b. The employee shall give notice to his/her immediate supervisor prior to taking such leave.

c. Such absence for family death shall be limited to time which is definitely required and shall not exceed five (5) days for any one (1) death. Family death leave benefits will be prorated for part-time employees based upon the number of hours worked (for example, a half-time employee to a maximum of twenty [20] hours, four-fifths employee to a maximum of thirty-two [32] hours, a full-time employee to a maximum of forty [40] hours).

d. The intent of this benefit is that it be used within reasonable proximity of the death of the relative unless there are circumstances present which are clearly beyond the control of the employee.

## **9.6 PARENTAL LEAVE**

a. Each regular County employee with at least one (1) year of continuous service shall be entitled to schedule paid parental leave upon the birth of the employee's child, the birth of the employee's registered domestic partner's child or during the process of an adoption of a minor child by an employee. In the case of an adoption, the entitlement shall arise upon both: (1) verification of the intent to adopt established by provision of legal documentation; and (2) the placement of the child in the employee's home for the purposes of adoption. The purposes of parental leave are to facilitate parental bonding, family adjustment, and child care, and such leave shall be used consistent with these purposes.

b. Parental leave shall be approved by the employee's appointing authority, except where the granting of the parental leave request would unduly interfere with or cause severe hardship upon department operations. Wherever possible, departments shall make reasonable accommodations to permit parental leave, either on a full-time or part-time basis.

c. The maximum paid parental leave for full-time regular employees shall be 160 hours. Parental leave shall be prorated for part-time regular employees. Parental leave shall not extend beyond six (6) months from either: (1) the date of birth of the employee's child, or (2) in the case of adoption, the initial date of residence of such child with the employee. The maximum 160 hours shall apply to each birth or adoption, regardless of the number of children born (twins, triplets, et cetera) or adopted.

d. Parental leave is separate and distinct from the use of sick leave for pregnancy, since it is not based upon disability. Parental leave is available to be scheduled at the conclusion of the use of sick leave for pregnancy.

e. Employees must make a written request to use parental leave. The written request shall be made at least thirty (30) calendar days prior to the anticipated start of the parental leave, except in cases of an unanticipated early childbirth or adoption, in which case the employee shall make the written request with as much advance notice as possible. The written request shall also provide such information or substantiation as may be required by the Director of Personnel Services.

f. An employee who while on parental leave is incapacitated for one (1) or more days due to personal illness or injury may charge such days to sick leave. In such event, the employee promptly shall notify his/her department, and shall submit substantiation of the need for and use of sick leave.

g. Use of parental leave does not reduce or adversely affect the maximum one (1) year unpaid leave of absence that an employee may request for child care or family reasons following the birth or adoption of a child.

h. If the birth or adoption of a minor child takes place while the employee is on military leave an extension may be granted. The extension is equal to the amount of time taken from military leave but cannot exceed six additional months.

#### **9.7 COUNTY EMPLOYEES AS VOLUNTEER POLL WORKERS PROGRAM**

Employees in the unit shall be eligible to participate in the County's Volunteer Poll Workers Program as specified in Personnel Ordinance Section 2.78.777.

#### **9.8 ASSIGNMENT OF LEAVE FOR CATASTROPHIC ILLNESS AND OTHER PURPOSES**

Regular employees shall be eligible to participate in the County's program of assignment of leave for catastrophic illness and other purposes.

### **ARTICLE X HEALTH AND WELFARE**

#### **10.1 GENERAL PROVISIONS**

a. Eligibility: All regular full-time employees of the unit shall be eligible to participate in County-sponsored insurance and benefit programs defined in this article. Regular part-time employees who work a minimum of twenty (20) hours per week or forty (40) hours per biweekly pay period shall also be eligible to participate.

b. Dependent Eligibility: For medical, dental, Flexible Spending Account (Medical Reimbursement) and EAP programs covered in this article, eligible dependents are an employee's lawful spouse or domestic partner (as defined by Section 297 of the California Family Code), and children (natural, step, adopted, legal guardianship, and/or

foster) of the employee or domestic partner, who are qualified IRS dependents for purposes of pre tax payment of health insurance premiums of the employee or domestic partner, up to twenty-six (26) years of age. Appropriate documentation verifying the relationship to the employee is required.

The County medical plans qualify as a "grandfathered" plan under the Patient Protection and Affordable Care Act and other related legislation and regulations until December 31, 2013. Until that time, qualified dependents that are not eligible as an adult dependent defined by federal legislation may be eligible to participate in the program as a full time student.

Disabled dependents are able to continue coverage beyond the limiting age if the disability occurred while the dependent was covered under a County-sponsored medical plan or prior to the dependent's 19th birthday, and is certified by a licensed physician.

For life insurance programs covered in this article, eligible dependents are an employee's lawful spouse or domestic partner (as defined by Section 297 of the California Family Code), and unmarried children (natural, step, adopted, legal guardianship, and/or foster) of the employee or domestic partner, who are qualified IRS dependents of the employee or domestic partner, up to age nineteen (19) or up to twenty-four (24) years of age if they are a full time student. Disabled dependents are able to continue coverage beyond the limiting age if the disability occurred while the dependent was covered under a County-sponsored plan or prior to the dependent's 19th birthday, and is certified by a licensed physician.

c. Enrollment In Benefits Plans:

(1) New and rehired employees have 30 days from the date of hire or rehire into a benefited position to make medical, dental and life insurance plan elections. Coverage will be effective on the first of the month following the enrollment. On the first of the month following 30 days of employment or re-employment employees that have not made plan election(s) shall automatically be enrolled in the default level of medical, dental, and basic life insurance coverage. Employees shall be charged the applicable level of employee contribution, if any, for each plan. Rehired employees will remain on the contribution Tier that was in effect at the time of their termination. During the first thirty (30) days of employment, an employee may waive coverage under the medical plan by providing proof satisfactory to the plan that the employee has other group medical insurance coverage.

(2) Benefits in force shall terminate on the last day of the month in which the employee terminates County employment.

(3) Breaks in Coverage: Breaks in coverage, such as those due to leaves of absence shall not affect the employee's date of hire for purposes of determining medical plan eligibility. If an employee fails to re-enroll within thirty (30) days after returning from a leave of absence that resulted in a break in coverage, he/she shall be automatically

enrolled in the default level of medical, dental, and basic life insurance coverage in which he/she was enrolled prior to the leave of absence. If an employee had dependents on their coverage prior to the leave of absence, and the leave resulted in a break in dependent coverage and they do not re-enroll their dependents within thirty (30) days after returning from a leave of absence, they will be enrolled in the default level of medical, dental, and basic life insurance coverage. Coverage will become effective on the first day of the month following 30 days from returning from a leave of absence

(4) Employees subsequently desiring to make a coverage change may do so only under the following circumstances: (1) during any open enrollment period for coverage effective on the date specified in the open enrollment period ; (2) upon the occurrence of certain qualifying events as prescribed by the Health Insurance Portability and Accountability Act; or (3) upon the occurrence of certain specified family status change events (to include but not limited to marriage, divorce, new registered domestic partnership, dissolution of registered domestic partnership, birth, death) as governed by Internal Revenue Code Section (IRC) 125 and authorized under the County's Section 125 qualified cafeteria benefits plan. Proof of the event and the appropriate verification documents of the relationship to the employee will be required. Employees seeking to waive coverage shall show proof satisfactory to the plan that the employee has other group medical insurance coverage.

d. Taxes on Benefits: Employee contributions for health insurance shall be deducted from employee pay on a pre-tax basis unless otherwise prohibited by the Internal Revenue Code. The employee will be responsible for any tax consequences resulting from the inclusion of a registered domestic partner and the child(ren) of registered domestic partner under the health and welfare benefits offered pursuant to this Agreement.

## **10.2 MEDICAL INSURANCE AND HEALTH PLANS**

The County shall pay a monthly contribution for any of the medical insurance or health plans made available to employees pursuant to this Agreement. The County contribution shall be applicable to the coverage level selected by the employee. If the cost of the coverage exceeds the maximum County contribution, the employee shall pay the additional cost.

- a. Tier A: Employees hired prior to January 1, 2007, will be placed in Tier A. Effective January 1, 2007, employees in Tier A will receive a maximum County contribution of 80% of the Kaiser family rate for 2007. Effective January 1, 2008, the County insurance contribution shall be frozen at the level in effect on December 31, 2007 (\$826.90), as well as entitlement to cash back, cash back maximums, plan selection incentive and FICA reductions, if applicable. This County contribution arrangement shall be henceforth referred to as Tier A. Employees in Tier A shall remain in this tier unless they voluntarily elect to move to Tier B. Such election by an employee to move to Tier B shall be irrevocable once made.



- b. Tier B: The County shall provide an insurance contribution, henceforth known as Tier B, for employees starting employment with the County on or after January 1, 2007, and employees who were in Tier A and have voluntarily elected to participate in Tier B. The County contribution shall be reset annually on January 1 of each year. The County contribution amount shall be 80% of the premium amount for the health plan and level of coverage selected provided, however, that the maximum amount of the contribution shall be 80% of the premium amount for the least expensive, full coverage HMO health plan option offered by the County, for the level of coverage selected by the employee. The employee shall pay through payroll deduction any additional premium not paid by the County contribution that is required for the plan option and level of coverage selected by the employee, or the default coverage if the employee did not select another plan or waive coverage as specified under the provisions of this Agreement.
- c. Effective January 1, 2008, or later, as determined by the County, employees shall be provided with at least the following:
- (1) Medical Plan Options:
    - (a) A traditional Kaiser Foundation health maintenance organization plan
    - (b) A traditional non-Kaiser Foundation health maintenance organization plan
    - (c) Up to two (2) high-deductible health plan options, with a voluntary health savings account.
  - (2) Elimination of the Catastrophic health plan.
  - (3) Coverage Levels: Status quo shall continue for employees desiring coverage under the County medical insurance plans. Employees may elect coverage under one (1) of the following levels:
    - (a) Employee only
    - (b) Family

Premiums for insurance coverage shall be based on the level of coverage selected.
- d. The default medical plan enrollment shall be the County's lowest premium high-deductible health plan, employee only coverage. The employee shall

be responsible for paying 20% of the premium for this coverage on a pre-tax, payroll deduction basis.

- e. All co-payments will remain at their respective 2006 levels for the duration of the Agreement.

### **10.3 RETIREE HEALTH SAVINGS PLAN**

The County shall establish a retiree health savings plan (RHSP) by contributing an amount of \$25.00 to the employee's RHSP each biweekly pay period.

### **10.4 DENTAL PLAN**

Employees in the unit shall enroll in the County's dental insurance plan. The County shall pay 100% of the cost for dental coverage for employees and covered dependents. The default level of dental insurance coverage shall be employee only coverage. The effective date of the default level of dental insurance coverage is the first of the month following the thirty (30) day initial enrollment period.

### **10.5 LIFE INSURANCE**

a. Basic Benefit: The County will provide a default basic life insurance benefit of \$18,000 with no charge to the employees. The basic life benefit will include a dependent life benefit of \$2,000 (benefit reduction may apply prior to 6 months of age) automatically for each of the employee's dependent spouse/qualified dependent children. No enrollment is generally required except that Domestic partners and/or their dependents must be enrolled in the program as the dependents of an employee in order to be eligible for the dependent benefit.

b. Voluntary Options: The County shall provide additional options to permit employees to elect increased voluntary employee life coverage up to the underwriting maximums and at the premium rates of the life insurance company selected by the County to provide the life insurance. An accelerated benefit option may also be provided if allowed under the terms and options of the life insurance company selected by the County to provide the life insurance. The County will select an insurance carrier that at a minimum will agree to provide additional options to employees such as a living benefit and/or conversion of coverage from group to private coverage upon termination of employment.

### **10.6 EMPLOYEE ASSISTANCE PROGRAM**

a. The County will make an employee assistance program (EAP) available to each eligible employee. The EAP will provide personal counseling for employees and/or their dependents. The counseling is intended to assist employees and eligible dependents who are experiencing personal problems such as family/marital problems, personal/emotional problems, substance abuse problems, and work-related problems.

b. The County will pay the cost of short-term counseling, not to exceed six (6) sessions of approximately one (1) hour each per incident per calendar year for each employee and each covered dependent. Participation in the Employee Assistance Program shall be confidential unless written consent is given by the employee or family member.

c. Enrollment of dependents is generally automatic; no enrollment form shall be required. Domestic partners and/or their dependents must be enrolled as the dependents of an employee in order to be eligible for dependent benefits under this program.

d. It is understood that the County will provide EAP services through an independent contractor. The County may from time-to-time in its sole discretion change contractors for this service.

## **10.7 FLEXIBLE SPENDING ACCOUNTS**

Employees in the unit shall have access to the County's flexible spending account program, which provides employees with the options of dependent care assistance benefits with a calendar year maximum as published annually by the benefits office, and medical expense reimbursement benefits with a calendar year maximum as published annually by the benefits office. Employee premiums for flexible spending account benefits shall be deducted on a pre-tax basis from employee pay.

## **10.8 STATE DISABILITY INSURANCE**

a. The County shall maintain State Disability Insurance (SDI), at the employee cost, for employees in classes covered by the Agreement. This section shall not be valid if the membership elects to withdraw from SDI during the term of this Agreement and the State has approved withdrawal from SDI.

b. Employees who are absent from duty because of illness or injury and have been authorized to use County-paid leave benefits, sick leave, vacation, compensating time off, holidays and holiday-in-lieu time, shall be eligible to integrate the payment of State Disability Insurance benefits with such County-paid leave benefits. No integration of County-paid leave benefits and State Disability Insurance shall occur unless the appointing authority has approved the use of the County-paid leave benefits by the employee requesting integration.

c. Integration of County-paid leave benefits with State Disability Insurance will require detailed procedures which the County shall, in its sole discretion, implement to ensure the equitable application of the program consistent with this Agreement provision. In accordance with current County policy, integration of County-paid leave balances and State Disability Insurance shall not be paid in a retroactive manner.

d. Integration of County-paid leave balances and State Disability Insurance shall take place subject to the following conditions:

- (1) The intent of this program and contract provision is to insure that those employees who participate in the program comply with all applicable laws, policies, and procedures established to provide integration of County-paid leave balances and State Disability Insurance so as to provide a combined biweekly adjusted net income equivalent to 100% of regular net income - gross income less required deductions, such as taxes, retirement, State Disability Insurance premiums, and other mandatory deductions - as long as such eligible disability qualifies and available leave balances are authorized by the appointing authority. Other employee authorized deductions shall be deducted from the resultant net pay.
- (2) Upon approval of the use of County-paid leave benefits by the appointing authority and the employee's established eligibility for State Disability Insurance, the County shall make leave accrual payments to the employee in the usual manner except that the net pay, including State Disability Insurance benefits and net County pay, shall not exceed 100% of the regular net pay. If State Disability Insurance benefits equal or exceed 100% of the regular net pay, no County payment shall be made. County-paid leave benefits shall be used in the following order: sick leave, vacation, compensating time off, and holiday-in-lieu time.
- (3) Special pay allowances not of a permanent nature, such as overtime compensation, standby, night shift differential, call back or out-of-class pay, shall not be counted in determining the employee's gross or net pay.
- (4) Sick leave, vacation, and holiday-in-lieu shall not accrue during any pay period in which the employee receives County-paid leave benefits integrated with State Disability Insurance payments, except that the employee shall accrue sick leave, vacation, and holiday-in-lieu for any actual hours worked during a pay period in which integration occurs. Service credits toward seniority and step increase eligibility shall not be affected by any pay period during which an employee is on the integrated leave and State Disability Insurance program.
- (5) When an employee exhausts all available County-paid leave balances, the employee shall either return to work or request an unpaid leave of absence from his/her appointing authority. Regardless of whether the employee continues to receive State Disability Insurance payments, once all County-paid leave balances

are exhausted, County compensation shall cease unless the employee returns to work.

- (6) The County shall continue its contributions towards the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods which include County payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain insurance coverage when County contributions cease.
- (7) Eligible part-time employees shall be included in this program on a prorated basis.

e. In the event the County determines that legislative or judicial determinations cause changes which in any way restrict, reduce or prohibit this program operation, it shall immediately and automatically terminate without any further action by either party to this Agreement.

#### **10.9 JOINT LABOR-MANAGEMENT HEALTH AND WELFARE COMMITTEE**

The parties agree to work cooperatively in an ongoing joint labor-management health and welfare committee forum to review and address health and welfare issues that are of vital interest to both parties. The parties acknowledge that the health insurance marketplace is constantly changing and it is imperative that they remain engaged in ongoing dialogue and discussions regarding benefits issues.

#### **10.10 RETIREE HEALTH CONTRIBUTION**

The County will not provide a retiree health contribution when an employee retires.

#### **10.11 HEALTH CARE REOPENER**

The parties recognize that during the term of this Agreement, it may be necessary for the County to reopen this Article of the contract for the exclusive purpose of negotiating health benefit changes. Where the County finds it necessary to make such changes, the County shall notify Sacramento County Administrative Professionals Association (SCAPA) in writing of any request to meet and confer over any proposed change. The parties agree to meet and confer in good faith pursuant to G.C. 3500 et seq. It is the intent of the parties to utilize this process to maintain to the extent permissible the health care benefits and coverage currently provided.

### **ARTICLE XI RETIREMENT PLAN**

### **11.1 RETIREMENT TIER 3**

a. Employees hired prior to June 27, 1993, retain their status in either Retirement Tier 1 or Retirement Tier 2.

b. Employees hired on June 27, 1993, or after, were placed into Tier 3. Tier 3 shall be the same as the existing Tier 2, except that Tier 3 shall have a 2% post-retirement cost-of-living adjustment factor pursuant to Government Code Section 31870.

### **11.2 RETIREMENT ENHANCEMENT FOR MISCELLANEOUS**

a. Effective June 29, 2003, the County implemented the 2% @ age 55 ½ plan and employee purchase of prior service credits to a maximum of four (4) years. The election to purchase shall be open ended with the employee purchase of the employee's share, County's share, and accumulated interest.

b. In June 2003, there was a reduction in the CPI salary increase of 3.0% to offset increased retirement costs for miscellaneous members effective with the implementation date of retirement enhancement.

### **11.3 TIER 4 MISCELLANEOUS EMPLOYEE RETIREMENT**

a. The County shall establish a Miscellaneous Retirement Tier 4 based upon Government Code Section 31676.1, with a final compensation based upon the highest three-year average compensation pursuant to Government Code Section 31462, and shall have a post-retirement cost-of-living adjustment factor pursuant to Government Code Section 31870 to a maximum annual 2%. This retirement tier shall apply exclusively to employees first hired after implementation of the Miscellaneous Retirement Tier 4.

b. This provision will be implemented at the same time, or as soon as practicable after the County implements the Miscellaneous Employee Retirement Tier 4 for the new hires within represented units and unrepresented units which comprise a majority of County positions covered by miscellaneous retirement within the Sacramento County Employee Retirement System.

### **11.4 DEFERRED COMPENSATION - TEMPORARY EMPLOYEES**

a. An employee covered by this Agreement who is not a member of, or currently earning benefits under, the Sacramento County Employees' Retirement System shall become a participant in the Deferred Compensation Plan set forth in County Code Sections 2.83.200 through 2.83.360.

b. The employee shall contribute 3.75% of his or her compensation for any period of service performed for the County while a participant in this plan. The County

shall additionally credit an amount equal to 3.75% of the employee's compensation to the investment account maintained for each participant.

c. The Deferred Compensation Plan and participation by the County and specified employees described above is in lieu of each party paying FICA taxes as permitted by IRC Section 3121(b)(7)(f).

## **11.5 RETIREMENT CONTRIBUTIONS**

a. Effective July 13, 2014, employees will pay one-quarter of the difference, if any between the present employee contribution and 50% of the combined employees and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

b. Effective July 12, 2015, employees will pay one-half of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

c. Effective July 10, 2016, employees will pay three-quarters of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 act).

d. Effective July 9, 2017, all employees will pay 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

## **11.6 TIER 5 MISCELLANEOUS EMPLOYEE RETIREMENT**

Unless eligible to participate in another tier by PEPRA or the County Employee Retirement Law of 1937, employees hired on or after January 1, 2013 shall be subject to the California Public Employee's Pension Reform Act of 2013 (PEPRA). Such miscellaneous employees will be placed into Miscellaneous Tier 5 or 2% at 62.

## **ARTICLE XII DISCIPLINE AND DISCHARGE**

### **12.1 PURPOSE**

It is the intent of the parties that the provisions of this article, shall substitute for any and all appeal procedures provided by the Civil Service Commission relating to the discipline, as defined in Section 11.2 below, of employees in a class included in the Administrative Services Unit, 034.

## **12.2 DEFINITION**

- a. As used herein, "disciplinary action" means demotion, reduction in pay step in class, suspension or discharge of an employee with permanent civil service status.
- b. As used herein, "parties" means the County and SCAPA.

## **12.3 PERSONS AUTHORIZED TO INITIATE DISCIPLINARY ACTION**

The employee's appointing authority or the designated representative of the appointing authority may initiate disciplinary action against an employee.

## **12.4 APPLICATION**

- a. This article shall only apply to employees with permanent civil service status.
- b. Probationary Status: This article shall not apply to an employee in probationary status who shall have no right to grieve or arbitrate release from such probationary appointment.
- c. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from such temporary appointment.
- d. Temporary Upgrade: An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from such temporary upgrade status.
- e. Provisional Appointment: An employee with provisional status shall have no right to grieve or arbitrate release from such a provisional appointment.

## **12.5 CAUSE FOR DISCIPLINARY ACTION**

No disciplinary action shall be taken against a permanent employee without good cause. "Good cause" is defined as any facts which, based on relevant circumstances, may be reasonably relied on by the appointing authority in the exercise of reasonable discretion as a basis for disciplinary action. "Good cause" includes, but is not limited to:

- a. Fraud in securing appointment.
- b. Incompetency.
- c. Inefficiency.
- d. Inexcusable neglect of duty.



- e. Insubordination.
- f. Dishonesty.
- g. Drunkenness while on duty.
- h. Being under the influence of narcotics or habit-forming drugs while on duty.
- i. Inexcusable absence without leave.
- j. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- k. Discourteous treatment of the public or other employees.
- l. Political activity prohibited by state or federal law.
- m. Willful disobedience.
- n. Violation of any of the prohibitions set forth in Section 71 of the Sacramento County Charter.
- o. Refusal to take and sign any oath or affirmation which is a federal, state or County requirement.
- p. Any failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the County or his/her employment.
- q. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification.
- r. Any violation of Civil Service Commission Rule 6.6-a which prohibits the solicitation of waivers.

## **12.6 CAUSES FOR PERSONNEL ACTION DUE TO PHYSICAL OR MENTAL DISABILITY**

For non-disciplinary reasons, a permanent employee's employment may be terminated or a permanent employee may be reduced in rank because of physical or mental disability which precludes the employee from the proper performance of the essential duties of his or her job. Any such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 12.5, except that as set forth in Government Code section 31721, the County may not separate because of

disability a member otherwise eligible to retire for disability but shall apply for disability retirement of any eligible member believed to be disabled, unless the member waives the right to retire for disability.

## **12.7 NOTICE REQUIREMENT AND EFFECTIVE DATE OF ORDER**

a. The appointing authority or designee shall file a written proposed order and final order of disciplinary action with the Director of Labor Relations.

b. A copy of the proposed and final notice of disciplinary action shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address which is entered into the County's payroll system. If notice is provided by mail, the employee should be deemed to have received notice five (5) days after the date of mailing. At the same time, service shall be made to the SCAPA.

c. The order shall be approved as to form by the Office of Labor Relations and shall include:

- (1) A statement of the nature of the disciplinary action;
- (2) The effective date of the disciplinary action;
- (3) A statement in ordinary and concise language of all specified facts or omissions upon which the disciplinary action is based; and
- (4) A statement advising the employee of the right to appeal the action through the arbitration procedure of this article, of the manner and time of which said appeal must be made, and the required content of the appeal.

d. The disciplinary action shall be effective on the date and time specified in the order of disciplinary action filed with the Director, provided notice is served as specified in this action.

## **12.8 APPEAL**

a. SCAPA shall have the right to appeal on behalf of an employee who is subject to the disciplinary action, within fifteen (15) calendar days after receiving the final order of disciplinary action, by filing a written notice of appeal with the Director of Labor Relations. The notice of appeal shall contain the name and address of the person to whom all written communication regarding this appeal shall be sent.

b. The Director of Labor Relations shall promptly provide the appointing authority with a copy of the employee's notice of appeal.

c. An employee for whom a notice of appeal is filed as provided herein shall be entitled to a hearing, as provided in this article.

d. An appeal of a disciplinary action is a complaint of a permanent employee with permanent civil service status regarding whether there was good cause for the disciplinary action taken against that employee.

e. If SCAPA fails to file a notice of appeal within the time specified in Subsection a. of this section, the disciplinary action shall become final without further action.

## **12.9 MEDIATION OF A DISCIPLINARY ACTION**

a. Prior to the arbitration hearing SCAPA may request mediation. Mediation shall take place on the first and third Tuesday of each calendar month. Subsequent days for mediation will be scheduled, if necessary. The parties agree to mutually select a panel of mediators. If the parties are unable to select a panel of mediators, they shall utilize the State Mediation and Conciliation Service.

b. Under no case shall the adjustment of resolution of the discipline at this level exceed forty (40) working days from the date of their appeal, unless extended by mutual agreement of the parties.

c. Mediators who have been selected by the parties to mediate disputes will be scheduled on a rotating and available basis.

d. The parties agree to meet annually in May to review the mediators listed above. The list of mediators for the subsequent year shall be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until such time as a new list is agreed to, or the State Mediation and Conciliation Services are utilized.

e. All costs of the mediator, if any, shall be borne equally by the parties. No party shall purposely withhold information at this level but shall disclose all information relevant to the appeal for consideration by the other party.

f. The mediation procedure shall be entirely informal in nature. However, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the appeal should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation hearing.

g. The primary effort of the mediator shall be to assist the parties in settling the stated appeal in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all the techniques customarily associated with the mediation process, including private conferences with only one (1) party. If settlement is not possible, the mediator shall provide the parties with an immediate bench opinion, as to how the appeal would be decided if it went to arbitration. That opinion would not be final or binding, but would be advisory. It would be delivered orally and would be accompanied by a statement of the reasons for the mediator's opinion. The advisory opinion may be used as the basis for further settlement discussions or for withdrawal or granting of the appeal. If the appeal is not settled, granted or withdrawn, the parties are free to arbitrate. If they do, the mediator shall not serve as arbitrator, and no offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration.

h. Neither attorneys nor court reporters or any other type of note-taker shall be allowed to be present at the proceedings.

i. If the parties agree to be bound by a mediator's recommendation, the subsequent agreement shall be reduced to writing and signed by the parties.

j. If the issue is not resolved during mediation, and in accordance with established timeliness the appeal shall move to arbitration.

## **12.10 SELECTION OF AN ARBITRATOR**

a. The parties to the hearing and to the selection of the arbitrator shall be SCAPA and the County.

b. An impartial arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand.

c. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of five (5) arbitrators. Failure to select an arbitrator by the appealing party within thirty (30) days of receiving the list of arbitrators from the State of California Mediation and Conciliation Services will result in withdrawal of the appeal unless such failure is through the inaction of the County.

d. After receipt of the list, the parties shall alternately strike arbitrator's names from the list until one (1) arbitrator's name remains.

e. If an arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as per Subsection b. above, and the selection shall be made as in Subsection c. above, unless an arbitrator can be mutually agreed upon.

## 12.11 AMENDED OR SUPPLEMENTAL ORDER

At any time after a hearing has commenced on a disciplinary action and prior to the time the appeal is submitted for decision, the appointing authority may, with the consent of the arbitrator, serve on the employee and file with the Director of Labor Relations an amended or supplemental order of disciplinary action. Consent is not required for an amended or supplemental order filed prior to commencement of the hearing. If the amended or supplemental order presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto. Any new causes or allegations shall be deemed denied and any objections to the amended or supplemental causes or allegations may be made orally at the hearing.

If the amended or supplemental order of disciplinary action increases the severity of the proposed discipline, such discipline cannot be effective until all necessary and appropriate pre-disciplinary due process steps have been fulfilled (i.e., a Skelly hearing).

## 12.12 DISCOVERY

a. Permissible Discovery: Pursuant to the procedure set forth in Subsection c. below, any party to the arbitration hearing may obtain the following information in the hands of or which may reasonably be obtained by the responding party or the responding party's representative (As used herein, "responding party" shall mean the person of whom the information is requested.):

- (1) Those allegations in the order of disciplinary action which are admitted by the employee and those allegations in the order of disciplinary action which are denied by the employee.
- (2) The name, address and telephone number of each witness whom the responding party intends to call to testify at the hearing.
- (3) Copies of statements by any person whom the responding party intends to call as a witness.
- (4) All writing relevant to the issues involved in the appeal including, but not limited to, reports of mental, physical and blood examinations which the responding party intends to introduce into evidence. "Writing" as used herein shall have the meaning defined in Evidence Code Section 250 which states: "Writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds or symbols, or combinations thereof.
- (5) A statement specifically defining the issues in dispute.

- (6) The foregoing does not apply to witnesses or exhibits used for impeachment or rebuttal.

b. Confidential or Privileged Matter: If the responding party determines that the writing or other material requested is confidential or privileged, the response to the discovery request shall specifically so state, and shall set forth in detail the grounds upon which confidentiality or privilege is claimed. If the requesting party disputes the claim of privilege or confidentiality, the arbitrator shall resolve the claim. In resolving the claim, the arbitrator may order that the writing or other material be deposited with the arbitrator in a sealed container. In ruling on such claims, the arbitrator may grant or deny the claim of confidentiality or privilege in whole or in part. The arbitrator shall have no authority to resolve any claim concerning material which by statute may only be released by court order. If the arbitrator determines that the material is confidential, but limited disclosure is necessary, the arbitrator may impose conditions upon the use or disclosure of the item by the requesting party. If the arbitrator determines that the material requested is subject to an evidentiary privilege, the decision regarding disclosure of the matter shall be strictly governed by the provisions of the Evidence Code.

c. Procedure for Discovery:

- (1) Personal Service: At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such hearing, any party may personally serve a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection (a) above.
- (2) Service by Mail: At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set for such hearing, any party may serve, by first-class mail, a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection a. above. The effective date of service shall be the date of the postmark.
- (3) Response: Within twenty (20) calendar days of receiving the request mentioned in (1) and (2) above, the responding party shall prepare and serve a response to the request. Such response shall be served upon the requesting party, or representative of record, by the same means as service of the request was made.
- (4) Request to be Deemed Continuing Request: The discovery request is a continuing request, which requires a continuous response. Where new or additional information becomes available to the responding party, such information shall forthwith be furnished to the requesting party, or representative of record.

- (5) Negative Response: In the event the responding party does not have an item of the information requested, the responding party shall give a written negative response as to that particular item within the time specified for response, but shall respond fully as to the information which the responding party does possess. The responding party shall comply with (4) above after such negative response.
- (6) Disputes: Any dispute between parties regarding discovery shall be resolved by the arbitrator.
- (7) Penalties for Failure to Comply: The arbitrator shall impose penalties for failure to comply with this subsection. These penalties shall be based upon the seriousness of the failure to comply, the good or bad faith of the non-complying party, and the extent to which the non-compliance results in surprise to the requesting party and handicaps the requesting party in preparing the case. The following penalties may be imposed:
  - (a) Exclusion of evidence;
  - (b) Continuing the hearing at any stage; or
  - (c) Upon proof of a willful or repeated violation, the arbitrator shall determine the issue against the noncomplying party.

## **12.13 TIMING AND CONDUCT OF HEARING**

- a. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing shall be a private hearing.
  - 1. After an arbitrator has been selected and dates have been circulated, any failure by the appellant to select an arbitration date within thirty (30) days shall result in the withdrawal of the appeal, unless such failure is a result of the inaction of the County. In circumstances where the date is not selected within thirty (30) days because the parties were unable to find a common date amongst those provided, the appeal shall not be considered withdrawn.
  - 2. In the event of a cancellation of a scheduled arbitration, the parties will select replacement date within fifteen (15) days. Any failure by the appellant to select a replacement date within fifteen (15) days shall result in the withdrawal of the appeal unless such failure is a result of the inaction of the County. In circumstances where a date is not selected within fifteen (15) days because the parties were unable to find

a common date amongst those provided, the appeal shall not be considered withdrawn.

b. The employee shall be represented by SCAPA, and counsel chosen by SCAPA.

c. The employee shall be entitled to appear personally at the hearing and produce evidence.

d. The appointing authority may also be represented by counsel.

e. At the hearing, the appointing authority shall have the burden of going forward first with evidence in support of the allegations contained in the order of disciplinary action and shall have the burden of establishing the facts by a preponderance of the evidence. The arbitrator may administer oaths and take official notice of facts as authorized by law.

f. Oral evidence shall be taken only on oath or affirmation.

g. A court reporter shall take a transcript of the hearing.

h. The arbitrator may consider the records or any relevant and admissible prior disciplinary actions against the employee which are final, and any records contained in the employee's personnel files if such records were introduced at the arbitration hearing.

i. Each Party Shall Have These Rights: To call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness; and to rebut evidence. The appellant may be called and examined as if under cross-examination.

j. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

## **12.14 SUBPOENAS**



Before the hearing has commenced, or during the hearing, the arbitrator shall have the power to issue subpoenas in accordance with Section 1282.6 of the Code of Civil Procedure.

**12.15 DECISION**

a. Following the hearing, the arbitrator shall promptly prepare and submit to the parties to the hearing a decision in the case. The decision shall contain and be limited to specific factual findings relating to the facts alleged in the disciplinary order and any facts asserted by the appellant for purposes of defense or mitigation; a determination of legal issues, if any; a determination of whether the facts found constitute good cause for discipline; and an order that affirms, modifies or sets aside the order of disciplinary action imposed by the appointing authority.

**12.16 FINALITY OF DECISION**

The decision of the arbitrator shall be final and binding.

**12.17 COSTS**

The fees and expenses of the arbitrator, the court reporter, and the transcript, if any, shall be shared equally by SCAPA and the County.

**12.18 WITNESSES**

The County agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this article. The employee and SCAPA agree that the number of witnesses requested to attend and their scheduling shall be reasonable.

**ARTICLE XIII  
SENIORITY, LAYOFFS AND REEMPLOYMENT**

**DIVISION A  
APPLICATION-PURPOSES-RIGHTS**

**13.1 PURPOSE**

This article establishes layoff procedures and reemployment rights. The decision to reduce the number of positions in a class in a department and the reasons for any such reduction shall be within the sole and exclusive discretion of the County. However, the order of layoff and the identity of those employees to be laid off shall be governed by the provisions of this article. This article also establishes reemployment rights and the order of reemployment of employees who are laid off and provides for the resolution of any dispute which might arise respecting the order of layoff or reemployment of those employees who are laid off.

## 13.2 DEFINITIONS AND INTERPRETATIONS

Words and terms used in this article shall have the same meaning as applies to their use in Chapter 2.78, Sacramento County Code, unless otherwise defined below:

- a. Demotion: A change between classes where the maximum salary of the class to which the employee is changed is any amount less than the maximum salary of the class from which the employee is changed. The change is between classes in which the employee holds permanent status.
- b. Former Class: A class in which an employee previously has held permanent status. An employee may have one (1) or more former classes. However, only those classes in which the employee has held permanent status during the current period of continuous service are eligible former classes in respect to a right to demote.
- c. Layoff: The involuntary termination from a class of a permanent or probationary employee without fault on the part of the employee, because of lack of work, lack of funds, or in the interest of economy.
- d. Limited-Term Employee: A person who accepts a limited-term appointment as defined in Section 7.7(f) of the Civil Service Commission Rules. A limited-term employee is a temporary employee for purposes of this article. However, a permanent employee appointed to a limited-term position shall have return rights, within the same department, from the limited-term position to the permanent position.
- e. Separation: Release from employment of a temporary employee or the return of a regular employee from a temporary upgrade to the immediate former class in which the employee held permanent status. Separation does not constitute a layoff.
- f. Status: The employee's current appointment, such as permanent, temporary, provisional or probationary. Temporary includes intermittent and limited term.
- g. Temporary Employee: A person who has been appointed from a list of eligibles, or provisionally in the absence of a list, to a position which is other than a permanent position.

## 13.3 VOLUNTARY REDUCTION IN HOURS

a. The County may, as an alternative to, or in conjunction with a layoff, call for volunteers, from amongst the members of the class in the department in which layoff is contemplated, to work reduced hours in lieu of the deletion of a full-time position.

b. Employees in the class and department, who so volunteer in writing, shall be assigned to four-fifths time positions on the basis of seniority. At the discretion of the appointing authority, a certain number of volunteer employees shall not be entitled to assignment to a four-fifths time position on the basis of seniority. The number of volunteer employees in a classification which the appointing authority may except from a four-fifths assignment shall not exceed ten percent (10%) of the number of volunteers initially requested (rounded to the next highest number). A volunteer so assigned may not be involuntarily returned to full-time status any earlier than ninety (90) days following such assignment and may continue in a part-time position beyond the ninety-day period as long as the employee and the appointing authority mutually agree.

### **13.4 VOLUNTARY LEAVE OF ABSENCE WITHOUT PAY**

a. The County may, as an alternative to, or in conjunction with a layoff, call for volunteers from amongst the members of the class in the department in which layoff is contemplated, to take a leave of absence without pay for the purpose of achieving reductions. No such leave of absence without pay shall extend beyond one (1) year.

b. Employees in the class and department, who volunteer in writing, shall be granted such leaves of absence on the basis of seniority. At the discretion of the appointing authority, a certain number of volunteer employees shall not be entitled to the above-described leaves of absence on the basis of seniority. The number of volunteer employees in a classification which the appointing authority may except from paid leaves of absence shall not exceed ten percent (10%) of the number of volunteers initially requested for leaves of absence (rounded to the next highest number) for the purpose of achieving reductions. Said leaves of absence shall be for a period of time mutually agreed upon between the employee and the appointing authority not to exceed one (1) year.

c. At the request of an employee, vacation balances may be retained. Employees who are eligible for cash payment of compensating time off must use the compensating time off or request cash payment prior to the leave of absence.

### **13.5 LAYOFF**

a. When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in a department, the order in which employees will be laid off within each class which is affected by the layoff shall be based on seniority as provided in Section 13.7.

b. Temporary and provisional employees in the class involved in the layoff shall be separated prior to the layoff of any probationary or permanent employees.

c. Prior to the layoff of any probationary or permanent employee, any permanent employee who currently is serving in a temporary position in that class shall

be separated and returned to the class in which the person holds permanent status in that department.

d. Probationary and permanent employees shall be laid off in the inverse order of their seniority.

### **13.6 RIGHT TO DEMOTE**

a. Any employee who is scheduled for layoff shall have a right to demote within the department in which layoff will occur to a class in which the employee formerly held permanent status. If there is no authorized position in the department in the class to which the employee would otherwise have a right to demote, then this subsection shall not apply. The right to demote within the department to which the employee is assigned, shall be implemented as follows:

- (1) If there is only one (1) other lower salaried class within the department in which the employee formerly held permanent status, the employee shall be demoted to that class. If there is no vacancy in that class and the demoting employee has less seniority than all other employees within the department in that class, the demoting employee shall be laid off from that class and from employment.
- (2) If there are two (2) or more lower salaried classes within the department in which the employee formerly held permanent status, the employee shall be demoted to that class in which the employee formerly held permanent status which has the highest salary. If there is no vacancy in that class, and the demoting employee has less seniority than all other employees within the department in that class, the above process shall continue until the demoting employee either reaches a class within the department in which the employee formerly held permanent status in which there is a vacancy or in which the employee is not the least senior employee within the department in that class, or the employee is laid off from employment.
- (3) An employee who is least senior in a class in which there is no vacancy and to which an employee demotes from a higher class within the department shall be laid off from that class, and shall have the same right to demote as does any other employee who is laid off.
- (4) An employee demoted under this procedure shall be deemed to have exercised the employee's right to demote and to have accepted each demotion, subject to the employee's right to resign from employment.

- (5) An employee who is demoted from a class in which the employee holds permanent status shall be deemed for all purposes to have been laid off from each class from which the employee subsequently demotes or is displaced, including classes which the employee passes through because of the absence of a vacancy and insufficient seniority to occupy a position.

b. An employee who is scheduled for layoff, shall be entitled to request a demotion to another class in which the employee formerly held permanent status which is currently authorized in another department. Except as provided in (3) below, the right to request demotion to another department applies to any class in which the employee formerly held permanent status, which has a lower salary than the class from which the employee was laid off, which is authorized in any department other than the department to which the employee was assigned prior to layoff.

- (1) The appointing authority of the department to which the employee requests transfer may, in the appointing authority's discretion, grant a request to demote if there is (a) a vacancy in the class within the department or (b) the requesting employee would not be the least senior employee in the new department within the class to which the request is made.
- (2) An employee whose request to demote to another department is granted, shall be deemed for all purposes to have been laid off from the class from which the employee demotes.
- (3) Such right to request demotion shall not apply to a class to which an employee is demoted within the same department. The purpose of the right to request a demotion to another department is to avoid layoff from employment.

### **13.7 SENIORITY**

a. Seniority shall be determined by the date of original appointment to the class. For purposes of this article, the "date of original appointment to the class" is defined as the date the employee first was appointed to the class, on or after the most recent date of entry into County service, regardless of type of appointment, including, but not limited to, provisional, limited term, temporary and exempt.

b. A seniority list shall be prepared for each class for purposes of layoff and shall include all probationary and permanent employees in that class. Where seniority dates in the class are the same, ties shall be broken in the following sequence:

- (1) An employee with the earliest date of entry into continuous County service.

(2) An employee with the highest standing on the eligible list from which the appointments to the applicable class were made.

c. The seniority date for an employee who terminates and subsequently returns to County service in accordance with the military leave provisions of Section 2.78.785 of the Sacramento County Code shall be the date of original appointment to the class, prior to the military separation.

d. If an employee's position is reallocated to a different class, and the former class is no longer authorized in the employee's department, the employee's date of appointment to the former class shall be the seniority date in the class to which the position was reallocated. In such cases the right to demote shall apply to the new class.

e. If an employee is in a class which is retitled, the seniority date in the retitled class shall be the date of appointment to the original class which has been retitled.

f. If an employee returns to a former class in which the employee previously held permanent status, the employee's seniority date in the former class shall be the date of original appointment to the former class.

### **13.8 JURISDICTION**

If an employee in a class covered by this article is laid off from that class and demotes to a class which is not covered by this article, then this article no longer applies in respect to the determination of the employee's seniority within the class to which demotion occurs. In such cases, the determination of seniority within the class to which the employee is demoted, shall be based on the Agreement of the new representation unit or the Sacramento County Code, whichever applies.

## **DIVISION B LAYOFF**

### **13.9 NOTICE OF LAYOFF**

a. Each employee subject to layoff shall be given written notice of layoff. The notice shall prescribe the effective date of layoff. The written notice shall either be personally handed to the employee, or mailed by certified mail, return receipt requested, to his or her last known address. The last known address shall be deemed to be that address which is entered into the County's payroll system. The notice shall be deemed served on the date it is personally handed to the employee, or if notice is provided by mail, the employee should be deemed to have received notice five (5) days after the date of mailing.

b. The effective date of layoff shall be not earlier than the 14th calendar day following the date of service of the notice of layoff.

### **13.10 NOTICE TO ASSOCIATION**

Each time a layoff is ordered, the County shall mail to the Association, not later than the date of service of the last notice of layoff, each seniority list by class and department in which an employee covered by this Agreement is to be laid off. Each such list shall identify the employees to be laid off and show the date of service of the notice of layoff to each employee who is to be laid off.

### **13.11 GRIEVANCE-ARBITRATION PROCEDURE**

The grievance-arbitration procedure set forth in Section 13.12 through 13.22 shall apply to grievances concerning the validity or timeliness of service of notice of layoff, the order of layoff, or the identification of who is laid off under the order of layoff.

### **13.12 GRIEVANCE**

A grievance is a complaint by one (1) or a group of employees or the Association involving the interpretation, application or enforcement of the express terms of this article, and asserting that an employee or employees have been not served with notice of layoff, not timely served with notice of layoff, misplaced within the order of layoff, or incorrectly identified for layoff under the order of layoff, in violation of the terms of this article.

### **13.13 TIME, PLACE AND MANNER OF FILING**

a. A grievance shall be filed on a form prescribed by the County. Each grievance shall state for each named employee the factual basis for the claim and the provision of the article allegedly violated. Any grievance on this subject which is not timely or does not meet the criteria established in this section shall be deemed invalid, null and void.

b. All grievances on this subject shall be filed with the County's Director Office of Labor Relations not later than seven (7) calendar days following the alleged violation. Any grievance which is not received by the Office of Labor Relations within seven (7) calendar days following the alleged violation shall be deemed invalid, null and void and a waiver of the employee's assert of his or her rights.

### **13.14 DELIVERY TO ASSOCIATION**

The County shall deliver a copy of each grievance filed by an employee or group of employees to the Association not later than eight (8) calendar days following the date of filing.

### **13.15 COMPLAINTS BY ASSOCIATION**

a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 14.13 or twenty-two (22) calendar days after the filing of a grievance by the Association, whichever is earlier, the Association shall file a consolidated complaint with respect to all such grievances. The complaint shall name each employee previously named in a grievance, who the Association asserts has been not validly served with notice of layoff, not served in a timely manner, misplaced within the order of layoff, or incorrectly identified for layoff under the order to layoff. Any employee named in a timely grievance filed by the Association or a timely employee grievance, who is not so named in the complaint, shall be deemed to have been validly and correctly identified for layoff under the order of layoff.

b. By filing the complaint or by not filing a complaint, the Association shall have authority to waive the claims of employees which it elects not to assert.

c. The complaint shall be filed with and received by the Office of Labor Relations within fifteen (15) calendar days following delivery to the Association of the copies of employee grievances or twenty-two (22) calendar days following filing by the Association of its grievance, whichever is earlier.

### **13.16 ARBITRATION - SCHEDULING**

Timely complaints shall be submitted to and determined by an arbitrator. Each arbitration proceeding shall commence not earlier than ten (10) calendar days and not later than thirty (30) calendar days following the date of filing of the complaint.

### **13.17 CONSOLIDATION OF PROCEEDINGS**

a. It is understood that the County is entering into this type of Agreement with exclusive representatives of other representation units of County employees. The County Executive or his designee shall be authorized to order the consolidation for purposes of hearing and decision of a complaint by the Association with one (1) or more complaints by exclusive representatives of other representation units, except as to unit representatives who file their complaints on dates which preclude the scheduling of the consolidated hearing.

b. Consolidation shall be effected by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice shall designate the arbitrator from Section 13.18 for the consolidated hearing.

c. The Association shall be authorized to withdraw from the consolidated proceedings by serving written notice of withdrawal upon the County's Office of Labor Relations within five (5) calendar days after service of the notice of consolidation.

d. In the absence of Agreement between the parties and the arbitrator, the arbitrator shall schedule the date, time and place of the hearing.



e. If the Association withdraws from a consolidated proceeding, the County shall have a right to a reasonable continuance of any hearing of the Association's complaint if necessary in order to avoid the hearing of more than one (1) complaint of a unit representative on the same day.

f. If the Association withdraws from a consolidated hearing, and subsequently an arbitrator makes a back-pay award under the Association's complaint, there shall be subtracted from the amounts owing any and all back-pay attributable to the period, between the date of an arbitrator's decision on the Association's complaint and the date of an arbitrator's decision on the complaint which is the first one decided among those ordered to be consolidated.

### **13.18 APPOINTMENT OF ARBITRATOR**

a. An impartial arbitrator shall be selected jointly by the parties from a list of nine (9) arbitrators provided by the State of California Mediation/Conciliation Service.

b. After receipt of the list, the parties shall alternately strike arbitrator's names from the list until one (1) arbitrator's name remains.

c. If an arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as per Subsection a. above, unless an arbitrator can be mutually agreed upon.

### **13.19 HEARINGS**

a. Except as otherwise mutually agreed or otherwise provided herein, the arbitration hearings shall be conducted in accordance with rules of the American Arbitration Association.

b. In the event complaints are consolidated for purposes of hearing and decision, all unit representatives shall present their complaints and evidence in support of their cases in chief before the County presents any rebuttal evidence and its case in chief as to any individual complaint or the complaints as a whole.

c. Whether or not the proceedings shall be consolidated, the parties to the proceedings shall be deemed to be the County and the Association (and other unit representative, if any), and no employee or groups of employees shall be deemed to be parties of the proceedings.

### **13.20 QUESTIONS**

In any arbitration proceedings on this issue, the questions to be decided by the arbitrator shall be limited to the following:

- a. Whether or not the notice of layoff was served in a timely manner in compliance with the provisions of this article;
- b. Whether the order of layoff complied with the terms of this article;
- c. Whether the identification of particular employees for layoff violated the terms of this article;
- d. The remedy, in the event it is determined that layoff did not comply with the terms of this article; and,
- e. The employee or employees who should have been identified for layoff.

### **13.21 DECISION**

The decision by the arbitrator shall comply with the following requirements:

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing or hearings. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state the reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.
- b. The arbitrator shall not have jurisdiction or authority to order reinstatement, back-pay or any other relief for any employee who is identified for layoff in violation of the terms of this article, unless the employee has been identified in both a timely grievance and a timely complaint.
- c. The arbitrator shall not have jurisdiction or authority to revise the order of layoff as to any employee except to the extent necessary to grant relief to an employee determined to have been assigned an improper order of layoff alleged in both a timely grievance and a timely complaint.
- d. The arbitrator shall have authority, in the event of a determination that an employee incorrectly identified for layoff in a timely grievance and timely complaint, to order the reinstatement of such employee with back-pay. For each employee so reinstated, the arbitrator shall determine and designate the employee currently working for the County who should have been identified instead, and shall order the layoff of each such employee. The order of layoff shall become effective fourteen (14) calendar days following service of the notice of layoff which results therefrom pursuant to Section 13.7.

- e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff of fewer personnel than ordered by the County, or which otherwise impairs the discretion of the County to determine the number of personnel within each department who will be employed.
- f. The arbitrator shall have no authority to add to, delete, or alter any provision of this article, but shall limit his or her decision to the application and interpretation of its express provisions.
- g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by those interpretations.
- h. The decision of the arbitrator shall be final and binding as to all matters within his/her jurisdiction.

### **13.22 COSTS**

The fees and expenses of the arbitrator and court reporter shall be shared equally by the parties. In the event of consolidated proceedings, the arbitrator shall prorate the costs to individual representation units, and the County and unit representatives shall share such costs equally.

## **DIVISION C REEMPLOYMENT**

### **13.23 ENTITLEMENT**

With respect to classes covered by this article, reemployment entitlements shall be as follows:

- a. A person who held permanent status in the class from which the person was laid off, shall during the two-year period following the effective date of layoff be entitled to be appointed from a departmental reemployment list to a vacancy authorized to be filled in that class within the department from which the person was laid off, pursuant and subject to the provision set forth in this division.
- b. A person who held permanent status in the class from which he or she was laid off, shall also, during the two-year period following the effective date of layoff, be entitled to certification from a County-wide reemployment list for a vacancy in the class from which the person was laid off, which is authorized to be filled, pursuant and subject to the provisions set forth in this division.

- c. Upon mutual agreement of the parties, the term of a reemployment list may be extended beyond two years.

### **13.24 TYPE OF POSITION**

The entitlement to appointment or certification applies whether the position in which the vacancy occurs is regular, temporary or limited term.

### **13.25 LIMITED-TERM**

Personnel serving under limited-term appointments shall not be entitled to reemployment rights or to placement on either a departmental or County-wide reemployment list, whether or not they held permanent status as limited-term appointees in the class from which they were separated.

### **13.26 DEPARTMENTAL REEMPLOYMENT LISTS**

a. The County shall prepare a departmental reemployment list for each class in each department in which an employee with permanent status in that class is laid off. As personnel are separated from a class in which they hold permanent status, their names shall be added to the list for the class and department in which the layoff occurs in the inverse order in which they are separated from service in that class.

b. Notwithstanding any provision of this article to the contrary, the order of names on departmental reemployment lists shall be derived from (by inverting) the order of layoff prescribed by layoff lists, as the order of layoff may be modified by Agreement between the parties or award under grievance-arbitration proceedings commenced pursuant to layoff under Division B, above. The purpose of this provision is to insure that disputes concerning the order of layoff and of departmental reemployment lists are raised and settled at or near the time of layoff, and not at the time reemployment is sought.

### **13.27 COUNTY-WIDE REEMPLOYMENT LISTS**

a. The County shall prepare County-wide reemployment lists for each class from which personnel with permanent status in the class were laid off. Each list shall constitute a merger of persons who were laid off from the class and who held permanent status therein.

b. The order of personnel on each County-wide reemployment list shall be based upon seniority according to the date of original appointment to the class to which the list refers, as determined under Division A.

### **13.28 APPOINTMENT AND CERTIFICATION PRIORITIES**

The following priorities shall apply in relation to vacancies in classes to which the entitlement to appointment or certification is applicable:

- a. A vacancy in a class shall be filled first from the Medical Center Transfer eligible lists prescribed in Section 7.7 (d) of the Civil Service Rules, as that section existed prior to August 15, 1974. If the vacancy is not filled by appointment from the Medical Center transfer eligible list, then;
- b. The vacancy shall be filled from that departmental reemployment list for the class in which the vacancy exists and for the department in which the vacancy exists. Persons shall be appointed to vacancies in the order of the list.
  - (1) One (1) person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.
  - (2) A person to whom an appointment is intended to be offered may be contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless the person has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to the person's last known address, and the person has failed to accept the appointment in writing within five (5) calendar days following the date of mailing of the notice.
- c. No person shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name shall be certified for each vacancy in excess of one (1).
  - (1) For each person who declines an offer of appointment, an additional name shall be certified.
  - (2) A person on the County-wide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as it specified in Section 13.28-b.(2).

- (3) If there are fewer than three (3) names on the County-wide reemployment list, a rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

### **13.29 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS**

The names of persons shall be deemed removed from departmental reemployment lists and their entitlement to appointment from such lists terminated, as follows:

- a. Upon the expiration of two (2) years following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule. (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)
- c. Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Section 13.28-b.(2) except in instances where the person states in writing that he or she temporarily is medically incapacitated.
- d. In the event a person states in writing that he or she does not desire appointment from the list, or fails to file a written statement expressing his or her desire for appointment within five (5) calendar days following certified mailing to the person's last known address.

### **13.30 REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS**

The names of persons shall be deemed removed from County-wide reemployment lists and their entitlement to certification from such lists terminated as follows:

- a. Upon the expiration of two (2) years following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule.

(Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)

- c. In the event a person states in writing that the person does not desire appointment from the list, or fails to file a written statement expressing the person's desire for appointment within five (5) calendar days following certified mailing, to the person's last known address.
- d. Removal from the departmental reemployment list. The removal shall be from that County-wide reemployment list for the class to which the departmental reemployment list applied.
- e. Except as provided in paragraph c. of Section 13.30, a person shall be authorized to decline appointment to a class to which the person has been certified by submitting a written statement which objects to the appointment on the basis of the identity of the department, geographical location of the job, or shift schedule of the job. Such a declination shall not result in removal of the person from the County-wide reemployment list. The person shall not thereafter be certified for appointment to a vacancy which falls within the description of the written objection.

### **13.31 EFFECT OF REEMPLOYMENT**

- a. When a person is reemployed from either a departmental reemployment list or a County-wide reemployment list, the period of unemployment following the layoff shall not be treated as an interruption of service for purposes of reestablishing salary, benefits, or seniority. The period of such unemployment shall be treated as County service for seniority purposes. However, with the exception of seniority, the period of unemployment shall not be treated as County service for any other purposes.
- b. Any person who is reemployed from either a departmental reemployment list or a County-wide reemployment list into a permanent position in County service shall be entitled to reinstatement of any sick leave balances that had previously accrued to that employee as of the effective date of lay-off.

### **13.32 SERVICE OF REEMPLOYMENT LISTS**

- a. Not later than January 1 of each year, the County shall serve by mail upon the Association a set of copies of all County-wide reemployment lists and all departmental reemployment lists for classes covered by the Agreement. Such service shall be made once, and shall include all such lists prepared as a result of all layoffs which have occurred between July 1 and the date of service.
- b. Not later than July 5 of each year, the County shall serve by mail upon the Association a set of copies of all County-wide reemployment lists and all departmental reemployment lists for classes covered by the article. Such service shall be made once,

and shall include all such lists prepared between the date of service pursuant to paragraph a. and June 30, inclusive.

**13.33 GRIEVANCE-ARBITRATION PROCEDURE**

The grievance-arbitration procedure set forth in Sections 13.34 through 13.40 shall be applicable only to disputes arising under Division C of this article.

**13.34 EXISTENCE, ORDER AND CONTENTS OF REEMPLOYMENT LISTS**

a. Except as provided in this section, no employee, person or other entity shall be authorized to grieve, dispute or otherwise challenge a reemployment list established pursuant to this article.

b. No later than twenty (20) calendar days following each service of reemployment lists upon the Association, the Association shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list required by this article, has established a reemployment list prohibited by this article, the order of personnel contained on any one (1) or more of the lists violates the provisions of Sections 13.23, 13.24, 13.25, 13.26, or 13.27, above, that personnel have been placed on a list in violation of said sections, or that personnel have been omitted from the lists in violation of said sections.

c. The grievance shall specifically identify:

- (1) The list or lists to which the grievance refers;
- (2) The nature of the alleged violation or violations, the facts on which the alleged violations are based, and the section or sections of this article violated;
- (3) The names of any personnel alleged to have been erroneously placed upon or omitted from the list or lists; and
- (4) The changes in lists alleged to be required in order to remedy the alleged violations.

d. The grievance shall be filed with the County's Office of Labor Relations, and shall be received by the Office not later than twenty (20) calendar days following service of the lists pursuant to Section 13.32.

e. The failure of the Association to file a grievance within the time required herein shall constitute a waiver of the right to challenge the matters referred to in this section, which is binding upon the Association and all other persons.



### **13.35 OTHER MATTERS**

- a. Except as to matters referred to in Section 13.34, the Association and any persons laid off from a class covered by this article shall be authorized to file a grievance alleging a violation of Sections 13.23 and 13.31.
- b. Such grievances shall be filed on forms prescribed by the County with the County's Office of Labor Relations not later than ten (10) working days after the event or circumstance occasioning the grievance. Any grievance not received by the Office within said period shall be deemed invalid, null, and void.
- c. Any grievance filed pursuant to this section other than one filed by the Association shall be transmitted by mailed copy to the Association not later than five (5) calendar days after it is filed.

### **13.36 PRE-ARBITRATION HEARING**

- a. A hearing shall be held by the County Executive or his designee on all grievances filed pursuant to the provisions of Sections 13.34 and 13.35, not later than ten (10) working days following the date of filing. The Association shall be given advance written notice of the time, date and place of all such hearings, and shall be authorized to appear and participate therein.
- b. If the County Executive or his designee determines that a grievance shows violation of this article and is otherwise timely and within the scope of the grievance-arbitration provisions, he or she shall be authorized to take all actions necessary to grant relief, including the layoff of any employees who have been employed in violation of the provisions of this division relating to reemployment.
- c. The County Executive or his designee shall issue a written decision not later than five (5) working days following the date of the hearing, and shall mail copies to the grievant or grievants and the Association.

### **13.37 REQUEST FOR ARBITRATION**

If the Association is dissatisfied with the decision of the County Executive or his designee, it shall be authorized to file a request for arbitration.

- a. The request for arbitration shall be in writing, and shall be filed with the Office of Labor Relations not later than seven (7) calendar days after mailing of the decision of the County Executive or his designee. If the Association fails to file a request for arbitration within the time required, the decision by the County Executive or his designee shall be deemed final, binding and conclusive upon all issues determined therein.

wide reemployment list or departmental reemployment list or to grant any relief to a person on such a list who should have been so reemployed or certified for appointment, except as to persons named in a timely grievance.

- d. The arbitrator shall have no authority to add to, delete or alter any provisions of this article, but shall limit his or her decision to the application and interpretation of its express terms.
- e. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators and subsequent arbitrators shall be bound by the interpretations by prior arbitrators of the terms of this article.
- f. The decision of the arbitrator shall be final and binding as to all matters within his or her jurisdiction.

#### **13.40 COSTS**

The fees and expenses of the arbitrator and court reporter shall be shared equally by the parties.

### **DIVISION D MISCELLANEOUS**

#### **13.41 WITNESSES**

The County agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this article. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

### **ARTICLE XIV MISCELLANEOUS**

#### **14.1 DEFERRED COMPENSATION**

Full-time regular employees shall be eligible to participate in the County Deferred Compensation Program. The County will conduct semi-annual enrollment for all eligible County employees.

#### **14.2 CLASSIFICATION CHANGES**

The County shall provide copies of classification studies or reports intended to be presented to the Civil Service Commission in advance of such presentation if the

study(ies) directly affects classifications within the unit. The County agrees to meet with the Association upon request regarding any proposed class specification changes.

### **14.3 LETTERS OF REPRIMAND**

a. Each employee shall be given an opportunity to read and sign formal letters of reprimand prior to the placement of such material in his/her personnel file. The employee shall receive a copy of the letter of reprimand. Within thirty (30) days of issuance of a letter of reprimand by the County, the employee may submit a written rebuttal to the reprimand. A "letter of reprimand" is a written censure of an employee. Letters of reprimand shall be given only for just cause.

b. An employee may grieve whether a formal letter of reprimand was given for just cause through Step 2 of the grievance procedure of the Agreement. Letters of reprimand are not arbitrable and the grievant shall not have the right to refer the matter to binding arbitration.

c. If SCAPA is not satisfied with the County's second step decision concerning an alleged violation of Subsection a., above, SCAPA, within fourteen (14) calendar days of receipt of the decision, may request mediation of the grievance. The parties may jointly agree to non-binding mediation of the grievance. If the parties so agree, they shall utilize and abide by the rules of the State Mediation and Conciliation Service. The cost of such mediation, if any, shall be equally divided.

d. If an employee receives a letter of reprimand and no subsequent disciplinary action has been taken by the County during the following two (2) years, the employee may request removal of that letter of reprimand from the personnel file. Such request for removal shall not be unreasonably denied.

### **14.4 MILEAGE REIMBURSEMENT**

The County shall reimburse employees who agree mutually with the County to provide their private cars for use on official business in lieu of using a County-owned car. The reimbursement shall be paid monthly upon the filing of a claim by the employee. The employee shall be reimbursed for any mileage traveled at a rate based upon the Internal Revenue Service business mileage deduction rate.

### **14.5 TRANSIT PASS**

Effective July 1, 2014, the transit subsidy shall be increased to \$75 per month.

### **14.6 SAFETY SHOES OR PRESCRIBED WORK BOOT**

a. Effective following approval by the Board of Supervisors but no sooner than July 1, 2014, when it is determined by the County that the wearing of safety shoes/boots is required of certain employees, the County will provide a reimbursement up to \$250.00 per year for the purchase and maintenance of a prescribed shoe/boot. The employees will be required to provide proof of purchase or repair cost of the safety shoes/boots prior to reimbursement. The County will make a reasonable effort to reimburse employees no later than thirty (30) calendar days after the employees provide proof of purchase or repair cost of the safety shoe/boot. Any amount of purchase or repair costs of the safety shoe/boot that exceeds \$250.00 in the fiscal year shall be the responsibility of the employees and not eligible for reimbursement.

b. The prescribed shoe/boot must meet the American National Standards institute (ANSI) Standard Z41.1 Rating 75 and/or whatever local revisions the issuing Division or Section may prescribe.

c. Employees receiving the reimbursement are required to wear the prescribed shoe/boot whenever the department deems they must be worn for safety reasons or be subject to disciplinary action.

#### **14.7 TIME OFF FOR PROMOTIONAL EXAMINATIONS**

Employees shall be released from duty without loss of compensation while competing in County promotional examinations that are scheduled during duty hours. Such release time shall include reasonable travel time to the examination site and return to work.

#### **14.8 TUITION REIMBURSEMENT**

The County will provide education reimbursement for education costs incurred by regular employees who apply for such reimbursement in accordance with the policies and procedures governing the education reimbursement program. The maximum reimbursement shall be \$1,500 per year.

### **ARTICLE XV TERM**

#### **15.1 TERM**

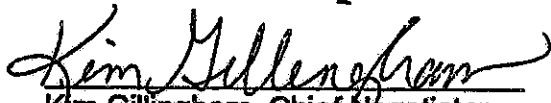
a. The provisions of this Agreement shall be effective on July 1, 2022, except as otherwise specifically provided.

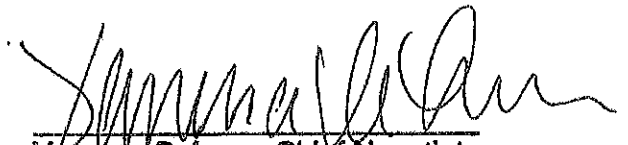
b. This Agreement shall remain in full force and effect from July 1, 2022, to and including June 30, 2025.

Date: 3/14/2023

SACRAMENTO COUNTY  
ADMINISTRATIVE PROFESSIONALS  
ASSOCIATION

COUNTY OF SACRAMENTO

  
\_\_\_\_\_  
Kim Gillingham, Chief Negotiator  
SCAPA

  
\_\_\_\_\_  
Vanessa DeLeon, Chief Negotiator