

AGREEMENT
BETWEEN
COUNTY OF SACRAMENTO
AND
**SACRAMENTO COUNTY PROFESSIONAL
ACCOUNTANTS ASSOCIATION**



June 29, 2022 through June 30, 2025

TABLE OF CONTENTS

Purpose	1
Article 1 - Recognition	1
Article 2 - Association Rights.....	1
2.1. Association Security	1
2.2. Association Representation	1
2.3. Employee Time Off to Meet.....	2
2.4. Association Notices and Meetings	2
Article 3 - County Rights.....	3
Article 4 - Strikes and Lockouts	3
Article 5 - Grievance and Arbitration Procedure	4
5.1. Grievance Procedure	4
5.2. Arbitration.....	5
Article 6 - Hours of Work and Overtime.....	5
6.1. Hours of Work	5
6.2. Overtime	6
6.3. Part-Time Employees.....	6
6.4. 9/80 Work Schedules	7
6.5. Four-Day, Forty-Hour Workweek - Child Support Services.....	8
6.6. Four-Day, Forty-Hour Workweek — Department of Transportation, Administration Division.....	8
6.7. Standby Assignments and Call - Back Compensation	9
Article 7 - Salaries	9
7.1. Salary Administration	9
7.2. Salary Step Increases	11
7.3. Salary Increases	12
7.4. Longevity.....	12
7.5. Payroll Errors	12
Article 8 - Holidays	14
Article 9 - Leaves	15
9.1. Vacation	15
9.2. Vacation Use.....	15
9.3. Sick Leave.....	16
9.4. Sick Leave Incentive Program.....	17

9.5. Family Death Leave 18

9.6. Military Leave 19

9.7. Disability Leave 19

9.8. Assignment of Leave for Catastrophic Illness and Other Purposes 20

9.9. Parental Leave 20

9.10. Employees as Volunteer Poll Workers Program 21

9.11. Jury Duty 22

9.12. Time Off for Promotional Examinations 22

9.13. Transfer Interviews 23

Article 10 - Health and Welfare 23

10.1. General Provisions 23

10.2. Medical Insurance and Health Plans 24

10.3. Retiree Health Savings Plan 25

10.4. Dental Plan 25

10.5. Life Insurance 25

10.6. Employee Assistance Program 26

10.7. Flexible Spending Accounts 27

10.8. State Disability Insurance 27

10.9. Joint Labor-Management Health and Welfare Committee 28

10.10. Health Care Reopener 29

Article 11 - Retirement Plan 29

11.1. Retirement Tier 2 29

11.2. Retirement Tier 3 29

11.3. Retirement Tier 4 29

11.4. Retirement Tier 5 30

11.5. Disability Retiree-Return Rights 30

Article 12 - Allowances and Reimbursement 30

12.1. Education Reimbursement 30

12.2. Pay Differential for Acting Supervisor or Acting Lead Worker 30

12.3. Mileage Reimbursement 31

12.4. Masters' Degree, Accounting and Auditing Certificates 31

12.5. Enrolled Agent 32

Article 13 - Seniority, Layoffs and Reemployment 32

13.1. Discussion of Alternatives to Layoff 32

13.2. Purpose..... 32

13.3. Definitions and Interpretations..... 33

13.4. Voluntary Reduction in Hours..... 33

13.5. Voluntary Leave of Absence without Pay..... 34

13.6. Selective Certification..... 34

13.7. Layoff 34

13.8. Right to Demote 35

13.9. Seniority 36

13.10. Jurisdiction 37

13.11. Notice of Layoff..... 37

13.12. Notice to Association 37

13.13. Grievance-Arbitration Procedure 37

13.14. Grievance 38

13.15. Time, Place and Manner of Filing 38

13.16. Delivery to Association..... 38

13.17. Complaints by Association..... 38

13.18. Arbitration - Scheduling..... 39

13.19. Consolidation of Proceedings 39

13.20. Hearings 39

13.21. Questions..... 40

13.22. Decision 40

13.23. Costs..... 41

13.24. Entitlement..... 41

13.25. Type of Position 42

13.26. Limited-Term..... 42

13.27. Departmental Reemployment Lists 42

13.28. County-Wide Reemployment Lists..... 42

13.29. Appointment and Certification Priorities 42

13.30. Removal from Departmental Reemployment Lists..... 43

13.31. Removal from County-Wide Reemployment Lists 44

13.32. Effect of Reemployment..... 44

13.33. Service of Reemployment Lists 45

13.34. Grievance-Arbitration Procedure 45

13.35. Existence, Order and Contents of Reemployment Lists..... 45

13.36. Other Matters 46

13.37. Pre-Arbitration Hearing 46

13.38. Request for Arbitration 47

13.39. Arbitration Scheduling 47

13.40. Decision 47

13.41. Costs 48

13.42. Witnesses 48

Article 14 - Miscellaneous 48

14.1. Probationary Period 48

14.2. Deferred Compensation – Regular Employees 48

14.3. Deferred Compensation – Temporary Employees 49

14.4. Classification Changes 49

14.5. Personnel Files 49

14.6. Transit Pass 49

14.7. Automatic Resignation 50

Article 15 - Discipline and Discharge 50

15.1. Purpose 50

15.2. Definition 50

15.3. Persons Authorized to Initiate Disciplinary Action 50

15.4. Application 50

15.5. Cause for Disciplinary Action 51

15.6. Causes for Personnel Action Due to Physical or Mental Disability 52

15.7. Notice Requirement and Effective Date of Order 52

15.8. Appeal 53

15.9. Appointment of Arbitrator 53

15.10. Amended or Supplemental Order 53

15.11. Discovery 54

15.12. Timing and Conduct of Hearing 56

15.13. Subpoenas 57

15.14. Decision 57

15.15. Finality of Decision 57

15.16. Costs 57

15.17. Witnesses 57

15.18. Expedited Arbitration 57

Article 16 - Term..... 58

Purpose

This Agreement states, in writing, the Agreement reached by the representatives of the County of Sacramento (County) and the Sacramento County Professional Accountants Association (Association). This Agreement has been reached pursuant to procedures implementing the Meyers-Milias-Brown Act for the purpose of promoting harmonious relations between the County and its employees represented by the Association.

Article 1 - Recognition

The County recognizes the Association as the sole and exclusive representative for the classifications of Accountant, Auditor, Senior Accountant, and Senior Auditor in the Non-Supervisory Accountants Unit (010). Positions in the County Executive's office are excluded from this Unit.

Article 2 - Association Rights

2.1. Association Security

Upon certification from the Association that an employee has signed an authorization for the deduction of dues, the County will make payroll deductions in an amount to be determined by the Association. The County will promptly remit deductions by electronic transfer to the Association with a list of dues paying members. Employee requests to cancel membership dues deductions must be directed to the Association. Upon notification from the Association that an employee has canceled membership dues, the County will promptly cease dues deductions from the employee's paycheck. The Association will hold the County harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions, and will indemnify the County for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

The County will advise all newly hired employees of Association representation.

2.2. Association Representation

- a. The County recognizes and agrees to deal with designated representatives of Association in all matters relating to grievances and the interpretation of this Agreement.
- b. To be recognized by the County the Association must provide the County a written list of the officers of Association broken down by department upon any change.
- c. Upon request of the aggrieved employee, a designated representative may investigate the specified grievance and assist in its presentation. They will 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 their immediate supervisor. Such notification will be in writing on a form prescribed by the County, which form will state the amount of time spent for

the purpose. The assignment of more than one (1) designated representative who is an employee to handle a grievance is subject to prior approval of the County Executive or designee and approval will not be unreasonably delayed or withheld. Full-time employees who are designated representatives of the Association will be permitted time off without loss of pay.

2.3. Employee Time Off to Meet

A reasonable number of employees may be designated by the Association as official representatives. With reasonable advance notice to their respective supervisors, representatives may participate in a 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, the supervisor will notify the appointing authority and the appointing authority will notify the County Executive.

2.4. Association Notices and Meetings

- a. The Association may use the County conference rooms and similar building facilities for meetings with employees; may post material on bulletin boards located to serve employees it represents; and may visit work locations to confer with its members regarding grievances or other business within the scope of representation.
- b. Use of County meeting facilities requires reasonable advance notice to the appropriate County official and is subject to County use of such facilities and to restrictions related to safety and security.
- c. Literature may be handed out to employees at work locations when they are off duty, but supplies of literature may be left in general areas where it will be available to employees.
- d. Entry to any County area not open to the general public by representatives of the Association for whom this is not a regular work location requires prior approval from the supervisor in charge of the area. The representative must state their purpose in entering the area to such supervisor. The supervisor may require sufficient information to assure that the purpose of the representative is consistent with this Agreement.
- e. The Association may only confer with its members regarding grievances while such member is on duty. Such contact will first be cleared with the member's supervisor with such clearance in writing on a form prescribed by the County. This right is subject to restrictions necessary to prevent a material disruption of County service or for reasons of safety or security.

Article 3 - 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 the County operations; determine the methods, means and personnel by which the County operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; provided, however, that the exercise of County rights does 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, nor may it be construed to, modify the provisions of the Charter relating to civil service or personnel administration. The Civil Service Commission will continue to exercise authority over classification of jobs, procedures and standards of selection for employment and promotion, and disciplinary hearings.
- c. This Agreement is not intended to restrict consultation with the Association regarding matters within the right of the County to determine.

Article 4 - Strikes and Lockouts

- a. No lockout of employees will be instituted by County during the term of this Agreement.
- b. The Association 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 Association members participate in such activities in violation of this provision, the Association must notify those members so engaged to cease and desist from such activities and will instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the County.

Article 5 - Grievance and Arbitration Procedure

5.1. Grievance Procedure

- a. 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 if possible correct the cause of grievances;
 - (4) to encourage communication between employees and management.
- b. A grievance is a complaint of one (1) or a group of employees alleging a violation of the express terms of this Agreement. A grievance may also be a dispute between the County and the Association alleging a violation of the express terms of this Agreement. Where the following procedure refers to an employee, that procedure is deemed applicable to the Association, except that the time in which to file a grievance is not extended because the Association did not have knowledge of the event or circumstance causing the grievance, provided that event or circumstance is one which any employee could have grieved.
- c. "Immediate supervisor" means the individual who assigns, reviews, and directs the work of an employee.
- d. Each party involved in a grievance will 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 both parties the time limitation for any step may be extended.
- e. An employee may present their grievance while on duty. The employee may be represented by another person in presentation of that grievance.
- f. Grievances may only be brought through this procedure.
- g. The employee first will discuss their grievance informally with their immediate supervisor. Within ten (10) calendar days, the immediate supervisor will give their decision or response to the employee. An employee may initiate a formal or informal grievance at a level within their department above their immediate supervisor when they have reason to believe that the nature of the grievance is such that it should not be discussed with their immediate supervisor. In such case, the employee must have a reason for bypassing the immediate supervisor.

- h. If an informal grievance is not resolved to the employee's satisfaction, a formal grievance may be initiated. A formal grievance may be initiated no later than:
 - (1) ten (10) calendar days after the event or circumstance occasioning the grievance was known or should have been known to the aggrieved employee; or
 - (2) within ten (10) calendar days of the decision rendered in the informal grievance procedure, whichever is later.
- i. A formal grievance must be in writing on a form prescribed by the County and filed with the appointing authority or their designee.
- j. Within ten (10) calendar days after the initiation of the formal grievance, the appointing authority or designee will investigate the grievance, confer with the employee in an attempt to resolve the grievance, and give the decision in writing to the employee. If the employee is not satisfied with the decision rendered, the employee may appeal the decision within ten (10) calendar days to the County Executive.
- k. The County Executive or designee will respond within twenty (20) calendar days to the employee. If the County Executive or designee determines that it is desirable, they may hold conferences or otherwise investigate the matter. If the County Executive fails to respond in writing, or if the response is not satisfactory to the employee, the Association may require that the matter be referred to binding arbitration. The Association and the County are the parties to the arbitration.
- l. The arbitrator has no authority to add to, delete, or alter any provisions of this Agreement, but must limit their decision to the application and interpretation of its provisions.

5.2. Arbitration

- a. The parties may agree on an arbitrator. If they are unable to agree, the parties will follow the process delineated in Article 15.
- b. The fees and expenses of the arbitrator and court reporter, if required by the arbitrator or requested by either party, will be shared equally by the parties. Each party will compensate its own representatives.

Article 6 - Hours of Work and Overtime

6.1. Hours of Work

- a. The appointing authority determines 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 are 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 are established by the appointing authority but are normally 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 is 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. Employees normally are allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour that is scheduled generally in the middle of the work shift. Whenever it is necessary for an employee to work overtime in excess of two (2) consecutive hours, the employee will be granted an additional lunch period, the taking of which is optional with the employee. Lunch periods are not 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 the County to attend training, the time spent in training is counted as hours worked. Training which takes place during off-duty hours with attendance voluntary is not hours worked.
- g. An individual employee may work flexible working hours that are compatible with the needs of the department and are agreed upon by the employee and the appointing authority.

6.2. Overtime

Employees in the classifications of Auditor and Accountant who work in excess of forty (40) hours in a week will receive overtime at time and one half their regular rate of pay. An employee may request cash payment or Compensatory Time Off (CTO), and the appointing authority will give consideration to the employee's preference. For the purposes of computing overtime, all paid leave except sick leave counts as time worked.

Employees in the classifications of Senior Auditor and Senior Accountant who work in excess of forty (40) hours in a week will receive straight time Compensatory Time Off (CTO) for all overtime hours. For the purposes of computing overtime, all paid leave except sick leave counts as time worked.

6.3. Part-Time Employees

An employee may request employment on a part-time basis. Approval of such requests is subject to the discretion of the appointing authority.

6.4. 9/80 Work Schedules

- a. An appointing authority, with the prior approval of the County Executive, may approve an employee's request to work a 9/80 work schedule.
- b. For an employee who does receive time and one-half overtime pay, the individual employee's workweek must be re-designated by the County so that it commences in the middle of the eight-hour work shift as described in this Section. This pre-designated 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 re-designated 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 re-designated workweek must be changed prior to the employee altering the day of the week or time of day that the eight-hour work shift occurs; the re-designated workweek must always commence during the middle of the eight-hour work shift. This re-designated workweek must also be changed back to the standard Sunday through Saturday workweek upon the employee moving off of the 9/80 work schedule.
 - (1) For such employee, the 9/80 work schedule is a schedule in which during each re-designated workweek the employee works four (4) nine-hour work shifts and one (1) four-hour work shift. The two (2) four-hour work shifts are worked consecutively in a manner to constitute one (1) eight-hour work period, similar to the eight-hour work shift provided in this Section.
 - (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 work shift, and in excess of forty (40) hours during the re-designated 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 work shifts.
- c. An employee working a 9/80 schedule shall take an unpaid meal period in the middle of their nine-hour and eight-hour work shifts, or between the two (2) four-hour work shifts, consistent with Section 6.1. An employee may receive one (1) rest period during the first half of the employee's nine-hour or eight-hour work shift and one (1) rest period during the second half of the nine-hour or eight-hour work shift. An employee who works two (2) four-hour work shifts may receive one (1) rest period during each four-hour work shift.
- d. An employee shall be granted a holiday that falls on the employee's scheduled eight-hour work shift. If the holiday falls on the scheduled nine-hour work shift, 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 work shifts, then both four-hour work shifts 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.

- e. Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by an employee on a scheduled nine-hour work shift shall result in the deduction of nine (9) hours from the employee's accrued leave balances. Full shift absences on the eight-hour work shift shall result in the deduction of eight (8) hours from the employee's accrued leave balances. Full shift absences from either four-hour work shift shall result in the deduction of four (4) hours from the employee's accrued leave balances.
- f. An employee may return to the standard five-day, forty-hour workweek upon the approval of their appointing authority.
- g. 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).

6.5. Four-Day, Forty-Hour Workweek - Child Support Services

The Director of Child Support Services may approve a request of an employee in the Department of Child Support Services to work a work schedule consisting of four (4) ten-hour workdays per week, subject to the following conditions:

- a. Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by an employee on a scheduled ten-hour work shift will result in the deduction of ten (10) hours from the employee's accrued leave balance.
- b. Holidays: If a holiday falls on an employee's scheduled workday, the employee must take two (2) hours of leave, from accumulated time off; and, if there are no leave balances, then leave without pay.
- c. Return to Normal Five-Day Schedule: The County has the right to discontinue the four-day work schedule by giving the Association two (2) pay periods' written notice.

6.6. Four-Day, Forty-Hour Workweek — Department of Transportation, Administration Division

The Department of Transportation may approve a request of an employee in the Administration Division to work a work schedule consisting of four (4) ten-hour workdays per week, subject to the following conditions:

- a. Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by an employee on a scheduled ten-hour work shift will result in the deduction of ten (10) hours from the employee's accrued leave balance.

- b. Holidays: If a holiday falls on an employee's scheduled workday, the employee must take two (2) hours of leave, from accumulated time off; and, if there are no leave balances, then leave without pay.
- c. Return to Normal Five-Day Schedule: The County has the right to discontinue the four-day work schedule by giving the Association two (2) pay periods' written notice.

6.7. Standby Assignments and Call - Back Compensation

- a. Employees required to remain on standby for emergency work are paid the equivalent of two (2) hours' straight-time pay for each eight-hour standby shift, whether or not they are called to work. A standby shift of four (4) hours or less shall be compensated at one (1) hour.
- b. Employees required to return to work on standby duty receive overtime compensation. A minimum of two (2) hours' overtime compensation per shift will be paid to employees called back, in addition to the standby pay.
- c. Employee called in to work will be compensated a minimum of two (2) hours' pay.
- d. Employees on standby who are not called in to work but who respond to a phone call will be compensated in six-minute increments.

Article 7 - Salaries

7.1. Salary Administration

- a. Entry Step: The entry step within the established range for each class will be Step "5" unless specifically designated as Step "6", "7", "8", or "9". Except as otherwise provided below, any person appointed to a class will receive the entry step of the range of such class and will accrue other benefits as a new employee.
- b. Reemployment: Any person appointed in accordance with the rule governing reemployment following layoff will receive compensation and benefits as though they had been on leave without pay.
- c. Reinstatement: Any person appointed in accordance with the rule governing reinstatement following resignation in good standing will 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 they 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, will receive that step of the range which they would have received had they 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 five percent (5.0%)) higher than the employee's former class.
 - (1) Upon promotion of an employee within the unit to a higher class, the employee will receive the lowest step in the new class which provides an increase of at least five percent (5.0%).
 - (2) Upon promotion of an employee from outside the unit to a class in the unit, the employee will receive the lowest step in the new class which provides an increase of at least five percent (5.0%).
- f. Transfer: Upon transfer, an employee will receive the same step in the new range as they 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 five percent (5.0%) higher or is less than five percent (5.0%) lower.
- g. Demotion: A demotion is a change to a class which has a maximum salary rate which is at least five percent (5.0%) lower than the maximum salary rate of the former class. Whenever an employee is demoted due to layoff, without cause or inability on their part, their salary will 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 will receive the same step in the lower range as they 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 will 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, is based on actual service. This provision does 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 (1) 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 will not receive any increase in salary until such time as their rate of compensation is within the established range for the class, at which time the employee will receive the

highest step of the range. The employee will receive a proportionate decrease in salary whenever a lower range is established for the class.

- k. Granting of Status: Whenever the Civil Service Commission or other appropriate authority grants an employee direct status in another class the employee will 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, employees in the class will change to the new range but will remain at the same step. When changes in an employee's class or salary, or both, occur simultaneously with salary range adjustments, the employee changes precede the adjustments.
- m. Entry Step Adjustments: When the entry step for a class is adjusted to above Step "5", the salary step for each employee in the class will be increased in proportion to the change in entry step; provided, however, that no employee advances beyond Step "9".
- n. Biweekly Salaries: The pay period for employees covers fourteen (14) calendar days, starting on a Sunday and ending with the second Saturday thereafter. Salaries are paid on the Friday following the end of the pay period; except that if Friday falls on a holiday, salaries are paid on Thursday.
- o. Salary Computation: The regular salary for employees is based on the actual number of days or hours worked in the pay period, including authorized absences with pay, multiplied by the employee's hourly rate. Such payments will not exceed the biweekly rate as determined by the employee's range and step.

7.2. Salary Step Increases

- a. Increases to steps above the entry step are based on performance and length of service. Employees appointed into salary Step "5" must have earned the equivalent of at least thirteen (13) biweekly pay periods of full-time eligible service since their appointment date. If an employee is hired into a salary step other than salary Step "5", the employee must have earned the equivalent of at least twenty-six (26) biweekly pay periods of full-time eligible service since their step increase date.
- b. An employee's step increase date is the first day of the first full biweekly pay period in any class or the date of their last step increase, whichever is most recent. An employee's step increase may be deferred while they are in provisional or probationary status. Upon receipt of a deferred increase, the employee's step increase date will be the same as it would have been had the increase not been deferred; and retroactive payment will be made.
- c. Upon a change in class that results in a salary decrease, the employee retains the same step increase date.

- d. Upon a promotion from outside the unit to a class in the unit, the employee will receive a new step increase date when the salary increase received is nine and one-half percent (9.5%) or higher.
- e. An employee in Step "9" has no step increase date, and service in Step "9" is not considered as eligible service for future step increases.
- f. Continuous extra-help employment up to twenty-six (26) biweekly pay periods of full-time service, or the equivalent, will be considered as eligible service for a step increase for an employee who is appointed to a regular position without a break in service. Such extra-help employment will be subject to all other provisions of this Section governing step increases.
- g. Overtime work is not considered as eligible service.
- h. A step increase may be denied only for just cause.

7.3. Salary Increases

- a. Effective June 19, 2022, salaries will be increased by four percent (4.0%).
- b. Effective June 18, 2023, salaries will be increased by four percent (4.0%).
- c. Effective June 30, 2024, salaries will be increased based on the average percent of year to year change in the Consumer Price Index (CPI) U.S. 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%) however, such increase will not be less than two percent (2.0%) nor more than four percent (4.0%).

7.4. Longevity

Permanent employees who reach ten (10) years of full-time service receive a longevity differential in the amount of two and a half percent (2.5%) of their base rate of pay. Less than full-time permanent employees will become eligible upon working the equivalent of ten (10) years of full-time service.

7.5. 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, usage, or for medical insurance premiums or life insurance premiums. In such cases the County will, for purposes of future compensation, adjust such compensation to the correct amount. The Director also will give written notice to the employee.

b. As used in this Section:

- (1) "Overpayment" means any cash or leave (balance, usage, or accruals) that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- (2) "Underpayment" means any cash or leave (balance, usage or accruals) that has been underpaid or under-credited 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 overpayment or underpayment, reimbursement will be made to the County if the error was an overpayment, or by the County if the error was an underpayment, in the amount that occurred within one (1) year prior to the date of the Director's initial written notice to the employee.

- (1) In the case of overpayment, reimbursement of the overpayment will be made through one (1) or a combination of the following methods.

- (a) In cash payment(s) agreed to by the employee and the Department of Personnel Services.

- (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 employee's balances are not sufficient to cover the overpayment, a portion of each subsequent leave accrual may be subtracted until the overpayment is satisfied.

- (c) Installments through payroll deductions to cover the same number of pay periods over which the error occurred. If the installments exceed ten percent (10.0%) of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least ten percent (10.0%) of the employee's base salary including incentives, et cetera.

- (2) In the case of an underpayment the County will expedite reimbursement to the employee via an in lieu warrant, 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 will 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 has 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, is 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 will not be deemed to be excused, extended or otherwise modified by the provisions of this Section. Nor will 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, usage, and for medical insurance premiums or life insurance premiums. No provision of this Agreement precludes the correction or recovery by the County of past overpayments or other losses which result from errors involving other matters, such as insurance, retirement, social security and court-ordered payments.

Article 8 - Holidays

- a. Regular employees are entitled to holidays with pay as follows:
 - (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 whose normal work schedule does not include Saturday and Sunday are 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 whose normal work schedule does not include Saturday and Sunday are entitled to the preceding Friday as a holiday with pay.
- b. Except as provided in this paragraph, regular employees required to work on a holiday receive overtime compensation in addition to holiday pay. Regular employees whose normal work schedules include Saturdays, Sundays, and holidays are granted one (1) day off for every four (4) weeks in lieu of prescribed holidays. Such time off is designated in the employees' regular work schedules. If not scheduled and taken every four (4) weeks, such time accrues at the rate of four and six tenths (4.6) hours each biweekly pay period.
- c. Employees have four (4) hours off with pay on the last working day before Christmas or the last working day before New Year's. If the employees, are unable, because of the needs of the service, to take such time off, they are credited with four (4) hours compensatory time off. This benefit is prorated for part-time employees.

Article 9 - Leaves

9.1. Vacation

- a. Employees accrue vacation in accordance with the following schedule:

Years of Service	Biweekly Accrual Rate	Approximate Number Annual Days*	Accrued Maximum
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

- b. Vacation accrues to the employees upon completion of the regular work assignments on the last day of the biweekly pay period in which it is earned.
- c. Regular and extra-help employees accrue vacation based on the equivalent of full-time service from the date of appointment.

9.2. Vacation Use

- a. Consistent with the requirements of the department as determined by the appointing authority, accrued vacation time may be taken by each employee during the first six (6) months of employment. After six (6) months from the date of hire, the procedures as set forth in Subsections (b), (c), (d), and (e) apply. An employee

who separates or is terminated from County service or who takes military leave in excess of one hundred eighty (180) calendar days will be paid the monetary value of their full terminal vacation regardless of their length of service.

- b. Whenever possible, vacations will 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 deferred vacations.
- c. Supervisors will prepare a schedule of available vacation periods based on efficient staffing in relation to estimated workload. Employees will indicate by order of preference the vacation period(s) desired. If an employee requests that their vacation be taken in two (2) or more non-contiguous vacation periods, their seniority within current classifications applies to their first choice of vacation periods requested. Seniority also applies to second and subsequent choices in determinations involving employees' second and subsequent choices. Seniority may only be exercised once by each employee in each successive choice of vacation periods.
- d. Supervisors review these requests, resolve any conflict in favor of an employee with the greater seniority within current classification, and recommend the completed schedule to the appointing authority or their designee. After the vacation schedule has been approved by the appointing authority, an employee promoted into or transferred into a unit may not "bump" another employee's previously scheduled vacation period without that employee's consent.
- e. Any person appointed in accordance with the rules governing reinstatement following resignation in good standing is considered a new employee; provided, however, that a reinstated employee is eligible to use accrued vacation within the first six (6) months of service, subject to the needs of the department.
- f. Employees can "cash-in" up to forty (40) hours of vacation annually after ten (10) years of full-time continuous service and 240 hours accrued vacation per the terms of County Policy 306 "Case for Accrued Vacation Leave".

9.3. Sick Leave

- a. Sick leave is earned by regular employees based on the equivalent of full-time service. Sick Leave accrues to the employee upon completion of the regular work assignment on the last day of the bi-weekly pay period in which it is earned. Sick leave accrues 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 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 may be used for the following purposes:
- (1) Employee is physically or mentally unable to perform their duties due to illness, injury, dental work or medical condition, including pregnancy;
 - (2) Diagnosis, care, or treatment of an existing health condition of, or preventative 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); and
 - (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.
- e. An employee who, while on vacation, is incapacitated for one (1) or more days due to personal illness or injury may charge such days to accrued sick leave. In such event, the employee will promptly notify the appointing authority and upon return to duty will substantiate the need for, and use of, sick leave.

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 will 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 will 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 has 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 (26) week period from Pay Period #1 through #13, and from Pay Period #14 through #26. Any employees on unpaid leaves of absence during a portion of the designated twenty-six (26) week period are excluded for that time period. Any employees during the designated twenty-six (26) week period who receive pay pursuant to Labor Code Section 4850 or who receive SDI integration, or who selects the disability leave option pursuant to Section 9.7, are excluded from participation for that time period. Any employees who were temporary and transferred to permanent positions during the designated twenty-six (26) week time period are excluded for that time period.
- c. Part-time regular employees who work forty (40) or more hours per pay period are eligible to participate in the wellness incentive program. The same eligibility rules outlined above apply. However, the maximum amount of sick leave allowed for part-time employees to use in Pay Periods #1 through #13, or in Pay Periods #14 through #26, is prorated. This means for half-time employees the maximum sick leave that may be used is six (6) hours; for four-fifths employees, the maximum would be nine and six tenths (9.6) hours. The maximum of twelve (12) 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 employees is prorated. This means half-time employees would receive certificates for four (4) hours' time off, and four-fifths (4/5) employees would receive certificates for six and four tenths (6.4) hours' time off.

9.5. Family Death Leave

- a. The County authorizes family death leave with pay, for a regular employee, when needed, due to the death of their:
 - (1) spouse
 - (2) registered domestic partner
 - (3) child
 - (4) child of registered domestic partner
 - (5) parent
 - (6) grandparent

- (7) great grandparent
- (8) grandparent-in-law
- (9) grandchild
- (10) great grandchild
- (11) brother
- (12) sister
- (13) brother-in-law; brother of registered domestic partner; registered domestic partner of brother
- (14) sister-in-law; sister of registered domestic partner; registered domestic partner of sister
- (15) mother-in-law; mother of registered domestic partner
- (16) father-in-law; father of registered domestic partner
- (17) any child or close relative who resided with the employee at the time of death.

- b. The employee will give notice to their immediate supervisor prior to taking such leave.
- c. Such absence for family death is limited to time which is definitely required and will not exceed five (5) days for any one (1) death. Family death leave benefits will be prorated for a part-time employee based upon the number of hours worked (for example, a half-time employee to a maximum of twenty [20] hours, four-fifths [4/5] 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. Military Leave

Employees are granted military leave as required by statute.

9.7. Disability Leave

- a. An employee who has suffered possible injury in the performance of assigned duties must immediately undergo such medical examination as the appointing authority deems necessary. The employee is not considered absent from duty during the time required for such examination.

- b. A regular employee who is unable to perform any appropriate work assignment because of disability incurred in the performance of assigned duties is entitled to the following disability leave benefits, in addition to those provided pursuant to the California Worker's Compensation Insurance Act:
 - (1) During any period of disability for which payment is not provided under worker's compensation insurance, the employee is placed on disability leave with pay to the extent of any leave with pay which the employee has accrued. Such disability leave with pay will be charged against the employee's accrued leave with pay.
 - (2) During any period of disability for which payment is provided under worker's compensation insurance the employee may elect to either:
 - (a) Retain any worker's compensation benefits received during the pay period and receive full pay. The employee will use their accrued sick leave, vacation, CTO, and HIL on an hour-for-hour basis to cover all hours the employee is absent from duty due to the work-related disability during the applicable pay period.
 - (b) Retain any worker's compensation benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the worker's compensation benefits added together are equivalent to the employee's full pay. The employee will use their accrued sick leave, vacation, CTO, and HIL in an amount equal to one-half (1/2) of the number of hours the employee was absent from work during the pay period due to the work-related disability. If, however, the amount of the worker's compensation benefits is subtracted from the employee's full pay for the time off due to the disability, and the remainder is less than one-half (1/2) of the amount of such full pay, then only the number of leave balance hours necessary to equal that remainder will be charged.
- c. Disability leave provisions of this Section terminate when the employee uses all accrued sick leave, vacation, CTO, or HIL balances, or upon the date of the employee's recovery from disability, receipt of permanent disability under worker's compensation insurance, retirement, termination from County employment or death.

9.8. Assignment of Leave for Catastrophic Illness and Other Purposes

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

9.9. Parental Leave

- a. Regular employees with at least one (1) year of continuous service are 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 arises 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 will be used consistent with these purposes.

- b. Parental leave is 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 will make reasonable accommodations to permit parental leave, either on a full-time or part-time basis.
- c. The maximum paid parental leave for a full-time regular employee is 160 hours. Parental leave is prorated for a part-time regular employee. Parental leave will 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 applies 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. An employee must make a written request to use parental leave. The written request will 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 will make the written request with as much advance notice as possible. The written request will also provide such information or substantiation as may be required by the Director of Personnel Services.
- f. Employees who while on parental leave are incapacitated for one (1) or more days due to personal illness or injury may charge such days to sick leave. Employees will promptly notify their department, and 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 for military leave; but cannot exceed six additional months.

9.10. Employees as Volunteer Poll Workers Program

- a. Regular employee, other than an employee assigned to the Division of Voter Registration and Elections, may apply for paid leave to serve as a volunteer poll

worker in a polling place in Sacramento County through the County Employees as Volunteer Poll Worker Program when the election day and/or required poll worker training fall within the employee's regularly scheduled work day.

- b. Subject to the sole discretion of their appointing authority to grant or deny the request based on the needs of the service, a regular employee is qualified for approval as follows:
 - (1) The employee has successfully applied for and has been selected and found qualified by the Sacramento County Registrar of Voters to serve as a volunteer poll worker;
 - (2) The employee has made a request in writing to their appointing authority for an absence from County employment as is necessary to attend and complete poll worker training as directed by the Registrar and an absence for the employee's entire regularly scheduled work day on election day to serve as a volunteer poll worker in Sacramento County;
 - (3) On the day of the election the employee has fully executed their responsibilities as a poll worker and reported to their assigned polling place at the designated time, performed all duties appointed by the County elections official and as required by applicable state and federal elections laws, and remained on duty until the poll was properly closed and secured and until released by the County elections official. As a volunteer, the employee is entitled to receive the normal stipend paid by Voter Registration and Elections to all volunteer poll workers. The stipend is not counted in any computation of the total wages or compensation paid the employee by reason of their regular employment with the County.
- c. Regular employees who qualify and are approved for the County Employees as Volunteer Poll Workers Program will receive their regular pay while on paid leave for one (1) regularly scheduled work day that falls on the day of the election and for such leave time prior to the election as is necessary, including travel, to attend the required poll worker training during work hours. No overtime or compensatory time may be earned or accumulated during such paid leave.

9.11. Jury Duty

Regular employees are allowed time off with pay in connection with jury duty. Employees must notify their appointing authority upon receiving notice of jury duty.

9.12. Time Off for Promotional Examinations

Employees are released from work with pay while competing in County promotional examinations or job-required certificate examinations when examinations are held during work hours.

9.13. Transfer Interviews

Employees who request to attend a transfer interview, will be released from work with pay while being interviewed during normal work hours. Every effort should be made to schedule transfer interviews at times that minimize interference with County operations.

Article 10 - Health and Welfare

10.1. General Provisions

- a. Eligibility: Regular full-time employees are eligible to participate in County-sponsored insurance and benefit programs defined in this Article. Regular part-time employees who work a minimum of forty (40) hours per biweekly pay period are also eligible to participate.
- b. Dependent Eligibility: For medical and dental 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 (up to 26), and/or foster] of the employee or domestic partner. Appropriate documentation verifying the relationship to the employee is required.
- c. For life insurance, 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 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.
- d. 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.
- e. Enrollment in Benefits Plans:
 - (1) New employees are automatically enrolled in the default level of medical, dental, and basic life insurance coverage. Employees will be charged the applicable level of employee contribution, if any, for each plan. 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. An employee may also change their health plan or coverage option under the plan (for example from employee only coverage to an option that includes dependent coverage) during the first thirty (30) days of employment. Failure to make any change within the thirty (30) day initial enrollment period is considered an irrevocable election for the default coverage.

(2) Employees subsequently desiring to make a coverage change may do so only under the following circumstances: (1) during any annual enrollment period for coverage effective on the first day of the following calendar year; (2) upon the occurrence of certain qualifying events as prescribed by the Health Insurance Portability and Accountability Act; or upon the occurrence of certain specified family status change events as governed by Internal Revenue Code Section (IRC) 125 and authorized under the County's Section 125 qualified cafeteria benefits plan.

Employees seeking to waive coverage must show proof satisfactory to the plan that the employee has other group medical insurance coverage.

- f. Taxes on Benefits: Employee contributions for health insurance are 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 of registered domestic partner under the health and welfare benefits offered

10.2. Medical Insurance and Health Plans

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

- a. Tier A: Employees hired prior to January 1, 2007, will be placed in Tier A.

The County insurance contribution was 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. Employees in Tier A will remain in this tier unless they voluntarily elect to move to Tier B. Such election by an employee to move to Tier B is irrevocable once made.

- b. Tier B: The County provides an insurance contribution 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's contribution is reset annually on January 1. The County contribution amount is 80% of the premium amount for the health plan and level of coverage selected provided, however, that the maximum amount of the contribution is 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 pays 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.

c. Employees will 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) Coverage Levels: Status quo continues 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 are based on the level of coverage selected.

d. The default medical plan enrollment is the County's lowest premium high deductible health plan, employee only coverage. The employee will be responsible for paying twenty percent (20.0%) of the premium for this coverage on a pre-tax, payroll deduction basis.

e. Co-payments will remain at their respective 2006 levels.

10.3. Retiree Health Savings Plan

The County contributes twenty-five dollars (\$25.00) per pay period to the employee's retiree health savings plan.

10.4. Dental Plan

Employees will enroll in the County's dental insurance plan. The County pays 100% of the cost for dental coverage for employees and covered dependents. The default level of dental insurance coverage is employee only coverage.

10.5. Life Insurance

- a. Basic Benefit: The basic life insurance benefit will be \$18,000 for employees. This is the default level of life insurance coverage, which is provided at no cost to the employee.
- b. Voluntary Options: The County provides additional options to permit employees to elect up to seven (7) times their annual salary to a maximum of \$1,000,000 of provided and purchased life insurance. Premium rates for these supplemental options are determined by the County based on the quotation from the insurance

carrier selected by the County to provide the life insurance.

- c. **Living Benefit:** The life insurance benefit includes a “living benefit” option. To be eligible for this “living benefit,” the claimant must be under the age of seventy (70) be diagnosed terminally ill (with life expectancy of twelve [12] months or less); not have assigned their employee life benefits; and not have a court order in force which affects the payment of life insurance benefits. The life insurance benefit will pay a benefit of up to fifty percent (50.0%) of the combined basic and any supplemental life amounts. The maximum amount of the living benefit is \$250,000 and the minimum is \$7,500. Should the employee recover, the amount paid under this provision would be subtracted from the face amount of their full benefit at the time of death.
- d. **Dependent Benefit:** A life insurance benefit of \$2,000 (\$0 from birth to fourteen [14] days of age; \$200 from age fourteen [14] days to six [6] months) is provided for each dependent in addition to the basic life benefit provided to employees. No enrollment of dependents is generally required. 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.
- e. **Conversion of Coverage:** The life insurance may be converted from group coverage to private coverage upon termination of employment, or a dependent’s loss of eligibility for coverage under the plan. It is the sole responsibility of the employee to notify the County within thirty (30) days of a dependent’s loss of eligibility due to marriage or reaching the limiting age for coverage. Upon timely notification, a dependent losing coverage will be offered the opportunity to convert to an individual policy. Failure to notify the County within thirty (30) days of a dependent’s loss of eligibility will result in loss of conversion privileges.

10.6. Employee Assistance Program

- a. The County provides an Employee Assistance Program (EAP) to each eligible employee. The EAP provides 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 pays 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 EAP is confidential unless written consent is given by the employee or family member.
- c. Enrollment of dependents is generally automatic; no enrollment form is 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. The County provides 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 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 contribution maximum of \$5,000, and contribution for medical expenses up to the IRS maximum allowance in the prior calendar year. The County maintains this plan in compliance with IRC §125. Employee contributions for flexible spending account benefits are deducted on a pre-tax basis from employee pay.

10.8. State Disability Insurance

- a. The County maintains State Disability Insurance (SDI) at the employee's expense. This Section will 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, will 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 will 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 requires detailed procedures which the County will, in its sole discretion, implement to ensure the equitable application of the program consistent with this provision. In accordance with current County policy, integration of County-paid leave balances and State Disability Insurance will not be paid in a retroactive manner.
- d. Integration of County-paid leave balances and State Disability Insurance will 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 are 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 will 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, will 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 will be made. County-paid leave benefits are 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, are not be counted in determining the employee's gross or net pay.
 - (4) Sick leave, vacation, and holiday-in-lieu do 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 accrues 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 are not 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 will either return to work or request an unpaid leave of absence from their appointing authority. Regardless of whether the employee continues to receive State Disability Insurance payments, once all County-paid leave balances are exhausted, County compensation ceases unless the employee returns to work.
 - (6) The County continues 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 is responsible for payment of premiums required to maintain insurance coverage when County contributions cease.
 - (7) Eligible part-time employees are 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 will 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.

10.10. Health Care Reopener

- a. 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 will notify the Association in writing. The Association will request to meet and confer over any proposed change within ten (10) days. The parties agree to meet and confer in good faith pursuant to G.C. 3500 et seq. and Charter Article XIX, Sections 91-95. 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.
- b. Any agreement resulting from such negotiations will become an addendum to this Agreement.

Article 11 - Retirement Plan

11.1. Retirement Tier 2

Employees hired between September 27, 1981, and June 26, 1993, who did not convert some or all service credits to Miscellaneous Tier 3 receive Miscellaneous Retirement Tier 2 – 2% at age 55.5 formula with a final compensation based on the highest three-year average compensation. These employees pay fifty percent (50.0%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937.

11.2. Retirement Tier 3

Employees hired after June 26, 1993, and before January 1, 2012, receive Miscellaneous Retirement Tier 3 – 2% at age 55.5 formula with a final compensation based on the highest three-year average compensation and have a two percent (2%) post-retirement cost of living adjustment factor pursuant to Government Code Section 31870. These employees pay fifty percent (50.0%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937.

11.3. Retirement Tier 4

Employees hired after December 31, 2011, who are not classified as a new member pursuant to California Public Employees' Pension Reform Act of 2013 receive Miscellaneous Retirement Tier 4 – 1.92% at age 60 formula with a final compensation based on the highest three-year average compensation and have a maximum of two percent (2%) post-retirement cost of living adjustment factor pursuant to Government Code Section 31870. These employees pay fifty percent (50.0%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937.

11.4. Retirement Tier 5

Employees hired after December 31, 2012, who are classified as a new member pursuant to California Public Employees' Pension Reform Act of 2013, receive Miscellaneous Retirement Tier 5 – 2% at age 62 formula with a final compensation based upon the highest three-year average compensation and have a maximum of two percent (2%) post-retirement cost of living adjustment factor pursuant to Government Code Section 31870. These employees pay fifty percent (50.0%) of the total normal cost as defined in the County Employees' Retirement Law of 1937.

11.5. Disability Retiree-Return Rights

A person who formerly held permanent status in a civil service class from which such person was placed on disability retirement, who is subsequently determined by the retirement board to not be incapacitated and who is eligible for reinstatement as provided in Government Code Section 31730, and who is returned to County civil service, will have permanent status in a position comparable to that held at the time of retirement. The returned person's seniority and benefits will be based on service at the time of retirement.

Article 12 - Allowances and Reimbursement

12.1. Education Reimbursement

- a. The County provides 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 is \$1,500 per year.
- b. In lieu of the above \$1,500 tuition reimbursement, an employee, in a given fiscal year, may opt instead to use up to twenty-four (24) paid hours for the purposes of education course work. To be eligible for application of this paid release time, the course work must be CPE (continuing professional education) eligible towards the Certified Public Accountant or, at the discretion of the Appointing Authority, coursework the appointing authority determines as beneficial to the department. The determination of beneficial coursework is not subject to the grievance and arbitration provisions of this Agreement. The tuition reimbursement and the paid leave for course work may not be combined in a single fiscal year.

12.2. Pay Differential for Acting Supervisor or Acting Lead Worker

- a. The purpose of this provision is to permit compensation of an employee who is properly assigned in writing as an acting supervisor or lead worker for relief necessitated by the temporary vacancy caused by the incumbent's absence or pending the filling of a vacant position.
- b. The differential is five percent (5%); and will only be paid for regular hours worked.

- c. The differential applies only if the following conditions are met:
 - (1) The position to which the employee is temporarily assigned must be vacant or the incumbent must be absent from duty
 - (2) The higher class to which the employee is assigned must have a salary range at least five percent (5%) higher than the salary range of the employee's class who is being temporarily assigned.
 - (3) The assignment must be made in writing by the appointing authority specifying the period of the temporary assignment.
 - (4) The employee must satisfactorily perform the essential significant duties of the vacant position.
- d. This pay differential will not be utilized to circumvent the civil service appointment process. The five percent (5%) differential will cease (1) when the absent incumbent returns to duty, (2) when the vacant position is filled, or (3) when the assignment is terminated by the appointing authority, whichever occurs first. However; under no circumstance may any temporary assignment continue nor is any compensation authorized in excess of five (5) months and twenty-nine (29) days in a rolling calendar period which starts on the first day of the assignment.
- e. For example, if an employee is assigned to work out of class on August 15, 2011, they can work in that assignment for five (5) months and twenty-nine (29) days between the rolling calendar period of August 15, 2011 and August 14, 2012.
- f. At the discretion of the appointing authority and with approval from the Director of Department of Personnel Services an assignment may be extended an additional five (5) months and twenty-nine (29) days.

12.3. Mileage Reimbursement

The use of privately-owned vehicles for official business is allowed and should be agreed to by the employee and the County and will not be mandatory unless specifically stated as a condition of employment. Private vehicle mileage will be reimbursed at the current Internal Revenue Service standard mileage rate. The mileage claim must be submitted to the employee's supervisor no later than sixty (60) days after the last day of the month being claimed in order for a non-taxable reimbursement.

12.4. Masters' Degree, Accounting and Auditing Certificates

- a. Employees are eligible to receive a differential of five percent (5.0%) of base salary for receipt and maintenance of the following certificates: Certified Public Accountant (CPA); Certified Internal Auditor (CIA); and Certified Information Systems Auditor (CISA). Employees must provide proof of maintenance at the beginning of each fiscal year in order to continue receipt of the differential.

- b. Employees are eligible to receive a differential of five percent (5.0%) of their base rate of pay for possession of a Master of Science in Accountancy, Master of Business Administration (with at least one course in Accounting), or a Master of Public Administration. These degrees must be from an accredited, recognized college or university as confirmed by the Department of Personnel Services.
- c. The differentials above are not combined, and employees will not be eligible for more than five percent (5.0%) for multiple certification(s) and/or Master's Degree(s).

12.5. Enrolled Agent

Employees in the Deputy Public Guardian Conservator assigned to act as an Enrolled Agent with the IRS for the purpose of representing clients receive a differential of five percent (5.0%) of their base rate of pay.

Article 13 - Seniority, Layoffs and Reemployment

13.1. Discussion of Alternatives to Layoff

- a. If it becomes necessary for the County to have a reduction in force, the parties mutually agree to discuss alternatives to layoff. Such discussions may include reduced workweek, leaves of absence, voluntary layoffs, early retirement, and/or other issues which may minimize mandatory layoffs.
- b. The Association must give notice of its intention to discuss alternatives to layoff immediately upon notification to the Association that layoffs are necessary. The parties, upon discussion, will make every effort to reach agreement within the fourteen-day (14) notice of layoff period required in the layoff provisions of this Agreement. This provision does not limit the County's right to lay off employees following the fourteen-day (14) notice requirement of the layoff provisions of this Agreement.

Division A: Application-Purposes-Rights

13.2. 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 is at the sole and exclusive discretion of the County. However, the order of layoff and the identity of those employees to be laid off is 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.

13.3. Definitions and Interpretations

- a. Words and terms used in this Article has the same meaning as applies to their use in Chapter 2.78, Sacramento County Code, unless otherwise defined below:
- b. 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.
- c. 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.
- d. 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.
- e. 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 has return rights, within the same department, from the limited-term position to the permanent position.
- f. 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.
- g. Status: The employee's current appointment, such as permanent, temporary, provisional or probationary. Temporary includes intermittent and limited term.
- h. 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.

13.4. 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, are assigned to four-fifths (4/5) time positions on the basis of seniority. At the discretion of the appointing authority, a certain number of volunteer employees are not entitled to assignment to a four-fifths (4/5) 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 (4/5) assignment will 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.

13.5. 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. Leave of absence without pay will not extend beyond one (1) year.
- b. Employees in the class and department, who volunteer in writing, will be granted such leaves of absence on the basis of seniority. At the discretion of the appointing authority, a certain number of volunteer employees are not 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 will 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 will 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.

13.6. Selective Certification

A position which has been approved for selective certification for special skills pertaining to bilingual ability or cultural knowledge, in accordance with Civil Service Rule 7.9, will be treated as if it is in a separate class for purposes of applying seniority, layoff, and reemployment rights under Article 14. All positions which are approved for the special skill will be treated as if they are in the same class.

13.7. 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 will be based on seniority as provided in Section 13.9.
- b. Temporary and provisional employees in the class involved in the layoff will 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 will be separated and returned to the class in which the person holds permanent status in that department.
- d. Probationary and permanent employees will be laid off in the inverse order of their seniority.

13.8. Right to Demote

- a. Any employee who is scheduled for layoff has the 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 Section does not apply. The right to demote within the department, to which the employee is assigned, will 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 will 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 will 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 will 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 will 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 will be laid off from that class, and has the same right to demote as does any other employee who is laid off.
- (4) An employee demoted under this procedure is 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 is 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; is 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 (c) 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, is deemed for all purposes to have been laid off from the class from which the employee demotes.
 - (3) Such right to request demotion does 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.

13.9. Seniority

- a. Seniority is 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 will be prepared for each class for purposes of layoff and will include all probationary and permanent employees in that class. Where seniority dates in the class are the same, ties will 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 is 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 is the seniority date in the class to which the position was reallocated. In such cases the right to demote applies to the new

class.

- e. If an employee is in a class which is retitled, the seniority date in the retitled class is 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 is the date of original appointment to the former class.

13.10. Jurisdiction

If an employee is laid off and demotes to a class which is not covered by this Agreement, then this Article no longer applies. In such cases, the determination of seniority within the class to which the employee is demoted shall be based on the agreement covering that representation unit or the Sacramento County Code, whichever applies.

Division B: Layoff

13.11. Notice of Layoff

- a. Each employee subject to layoff will be given written notice of layoff. The notice will prescribe the effective date of layoff. The written notice will either be personally handed to the employee, delivered to their last known address, or mailed, both by regular mail and certified mail, to the last known address. The last known address is the address in the employee's department personnel file. The notice is deemed served on the date it is personally handed to the employee. If notice is provided by mail, the employee is deemed to have received notice five (5) days after the date of mailing.
- b. The effective date of layoff will not be earlier than the fourteenth (14th) calendar day following the date of service of the notice of layoff.

13.12. Notice to Association

Each time a layoff is ordered, the County will 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 will 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.

13.13. Grievance-Arbitration Procedure

The grievance-arbitration procedure set forth in Section 13.14 through 13.24 applies 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.

13.14. 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.

13.15. Time, Place and Manner of Filing

- a. A grievance must be filed on a form prescribed by the County. Each grievance must 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 is deemed invalid, null and void.
- b. Grievances on this subject must be filed with the County's Director of Labor Relations not later than seven (7) calendar days following the alleged violation. Any grievance which is not received by the Director of Labor Relations within seven (7) calendar days following the alleged violation is deemed invalid, null and void and a waiver of the employee's assert of their rights.

13.16. Delivery to Association

The County will 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.

13.17. 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 13.15 or twenty-two (22) calendar days after the filing of a grievance by the Association, whichever is earlier, the Association must file a consolidated complaint with respect to all such grievances. The complaint must 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, is 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 has the authority to waive the claims of employees that it elects not assert.
- c. The complaint will be filed with and received by the Director 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.

13.18. Arbitration - Scheduling

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

13.19. 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 designee is 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 will be effected by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice will designate the arbitrator for the consolidated hearing from among those specified in Section 13.20, or in the event of their unavailability, the arbitrator selected pursuant to Section 13.20.
- c. The Association may withdraw from the consolidated proceedings by serving written notice of withdrawal upon the County's Director 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 will schedule the date, time and place of the hearing.
- e. If the Association withdraws from a consolidated proceeding, the County has 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 will 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.

13.20. Hearings

- a. Except as otherwise mutually agreed or otherwise provided herein, the arbitration hearings will 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 will 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 are consolidated, the parties to the proceedings are the County and the Association (and other unit representative, if any), and no employee or groups of employees will be deemed to be parties of the proceedings.

13.21. Questions

In any arbitration proceedings on this issue, the questions to be decided by the arbitrator are 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.

13.22. Decision

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

- a. The decision will be issued not later than ten (10) calendar days after the close of the hearing or hearings. The decision will be in writing, will 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 does 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 does 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 has the 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 will determine and designate the employee currently working for the County who should have been identified instead, and will order the layoff of each such employee. The order of layoff will become effective fourteen (14) calendar days following service of the notice of layoff which results therefrom pursuant to Section 13.11.
- e. Under no circumstances will 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 has no authority to add to, delete, or alter any provision of this Article, but will limit their decision to the application and interpretation of its express provisions.
- g. The decision of any arbitrator will be consistent with prior decisions of other arbitrators, and subsequent arbitrators are bound by those interpretations.
- h. The decision of the arbitrator is final and binding.

13.23. Costs

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

Division C: Reemployment

13.24. Entitlement

With respect to classes covered by this Article, reemployment entitlements will be as follows:

- a. A person who held permanent status in the class from which the person was laid off, will 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/she was laid off, will 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.

13.25. Type of Position

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

13.26. Limited-Term

Personnel serving under limited-term appointments are not 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.

13.27. Departmental Reemployment Lists

- a. The County will 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 will 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 will 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.

13.28. County-Wide Reemployment Lists

- a. The County will prepare County-wide reemployment lists for each class from which personnel with permanent status in the class were laid off. Each list will 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 will be based upon seniority according to the date of original appointment to the class to which the list refers, as determined under Division A.

13.29. Appointment and Certification Priorities

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

- a. The vacancy will 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 will be appointed to vacancies in the order of the list.

- (1) One (1) person will 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 will 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 has not 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.
- b. No person will 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 will 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 will be certified to the appointing authority for the class in which the vacancy exists, who has discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name will be certified for each vacancy in excess of one (1).
- (1) For each person who declines an offer of appointment, an additional name will be certified.
 - (2) A person on the County-wide reemployment list will be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as it specified in Section 13.29-a.(2).
 - (3) If there are fewer than three (3) names on the County-wide reemployment list, a rank or ranks of additional names will be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

13.30. Removal from Departmental Reemployment Lists

The names of persons will be 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 will 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 13.29-a.(2) except in instances where the person states in writing that he/she temporarily is medically incapacitated.
- d. In the event a person states in writing that they do not desire appointment from the list, or fails to file a written statement expressing their desire for appointment within five (5) calendar days following certified mailing to the person's last known address.

13.31. Removal from County-Wide Reemployment Lists

- a. The names of persons will be removed from County-wide reemployment lists and their entitlement to certification from such lists terminated as follows:
- b. Upon the expiration of two (2) years following the effective date of layoff of each person.
- c. 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 will not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)
- d. 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.
- e. Removal from the departmental reemployment list. The removal will be from that County-wide reemployment list for the class to which the departmental reemployment list applied.
- f. Except as provided in Section 13.31, a person may 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 will not result in removal of the person from the County-wide reemployment list. The person will no longer be certified for appointment to a vacancy which falls within the description of the written objection.

13.32. 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 will not be treated as an interruption of service for purposes of reestablishing salary, benefits, or seniority. The period of such unemployment will be treated as

County service for seniority purposes. However, with the exception of seniority, the period of unemployment will not be treated as County service for any other purposes.

- b. Effective July 1, 2009, any person who is reemployed from either a departmental reemployment list or a County-wide reemployment list into a permanent position in County service is entitled to reinstatement of any sick leave balances that had previously accrued to that employee as of the effective date of lay-off.

13.33. Service of Reemployment Lists

- a. Not later than January 1 of each year, the County will 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 will be made once, and will 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 will 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 will be made once, and will include all such lists prepared between the date of service pursuant to paragraph a. and June 30, inclusive.

13.34. Grievance-Arbitration Procedure

The grievance-arbitration procedure set forth in Sections 13.36 through 13.42 applies only to disputes arising under Division C.

13.35. Existence, Order and Contents of Reemployment Lists

- a. Except as provided in this Section, no employee, person or other entity is authorized to grieve, dispute or otherwise challenge a reemployment list.
- b. No later than twenty (20) calendar days following each service of reemployment lists upon the Association, the Association may 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 13.25, 13.26, 13.27, 13.28, or 13.29, 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 must 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 will be filed with the County's Director of Labor Relations, and will be received by the Director not later than twenty (20) calendar days following service of the lists pursuant to Section 13.34.
- e. The failure of the Association to file a grievance within the time required herein constitutes a waiver of the right to challenge the matters referred to in this Section, which is binding upon the Association and all other persons.

13.36. Other Matters

- a. Except as to matters referred to in Section 13.36, the Association and any persons laid off from a class covered by this Article may file a grievance alleging a violation of Sections 13.25 and 13.33.
- b. Such grievances will be filed on forms prescribed by the County with the County's Director of Labor Relations not later than ten (10) working days after the event or circumstance occasioning the grievance. Any grievance not received by the Director within said period is deemed invalid, null, and void.
- c. Any grievance filed pursuant to this Section other than one filed by the Association will be transmitted by mailed copy to the Association not later than five (5) calendar days after it is filed.

13.37. Pre-Arbitration Hearing

- a. A hearing will be held by the County Executive or designee on all grievances filed pursuant to the provisions of Sections 13.36 and 13.37, not later than ten (10) working days following the date of filing. The Association will be given advance written notice of the time, date and place of all such hearings, and may appear and participate therein.
- b. If the County Executive or designee determines that a grievance shows violation of this Article and is otherwise timely and within the scope of the grievance-arbitration provisions, they are 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 designee will issue a written decision not later than five (5) working days following the date of the hearing, and will mail copies to the grievant or grievants and the Association.

13.38. Request for Arbitration

- a. If the Association is dissatisfied with the decision of the County Executive or designee, it may file a request for arbitration.
- b. The request for arbitration will be in writing, and will be filed with the Director of Labor Relations not later than seven (7) calendar days after mailing of the decision of the County Executive or their designee. If the Association fails to file a request for arbitration within the time required, the decision by the County Executive or designee is final and binding.
- c. In formulating and filing the request for arbitration or by not filing a request for arbitration, the Association may waive the claims of persons who have filed grievances or others which it elects not to file. The failure to assert such claims is a waiver of such claims and rights which is binding upon the Association, the persons who have filed grievances, and the personnel covered by this Article.

13.39. Arbitration Scheduling

- a. Timely requests for arbitration will be submitted to and determined by an arbitrator. Arbitration proceeding will commence not earlier than fifteen (15) calendar days and not later than forty-five (45) calendar days following the date of filing of the request.
- b. The arbitrator may be selected by agreement of the parties. If the parties are unable to agree, the parties will follow the process delineated in Section 14.9.
- c. Except as otherwise agreed or otherwise provided herein, the arbitration hearings will be conducted in accordance with the rules of the American Arbitration Association.
- d. The parties to the proceedings are the County and the Association, and no employee, group of employees or other person are deemed to be parties to the proceedings.

13.40. Decision

The decision of the arbitrator will comply with the following requirements:

- a. The decision will be issued not later than ten (10) calendar days after the close of the hearing. The decision will be in writing, will specifically state the interpretation of this Article rendered by the arbitrator, and the remedies, if any. The decision need not state reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.
- b. The arbitrator does not have jurisdiction or authority to revise the order of either a County-wide reemployment list or departmental reemployment list as to any person on such a list who has not been alleged in a timely grievance to have been

placed in incorrect order thereon, except to the extent necessary to grant relief to a person determined to have been placed in incorrect order who was so alleged in a timely grievance.

- c. The arbitrator does not have jurisdiction or authority to invalidate the employment of any person who has been reemployed from either a County-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 has no authority to add to, delete or alter any provisions of this Agreement, but will limit their decision to the application and interpretation of its express terms.
- e. The decision of any arbitrator will be consistent with prior decisions of other arbitrators and subsequent arbitrators are bound by the interpretations by prior arbitrators of the terms of this Agreement.
- f. The decision of the arbitrator is final and binding.

13.41. Costs

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

Division D: Miscellaneous

13.42. Witnesses

Employees will 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 will be reasonable.

Article 14 - Miscellaneous

14.1. Probationary Period

The probationary period for employees is six (6) months, except in respect to those positions for which longer periods has been prescribed by the Civil Service Commission pursuant to Section 71-G of the Charter. County agrees not to recommend a probationary period longer than six (6) months without first meeting and conferring with Association.

14.2. Deferred Compensation – Regular Employees

Full-time regular employees are eligible to participate in the County Deferred Compensation Program. The County conducts semi-annual enrollment for eligible County employees.

14.3. Deferred Compensation – Temporary Employees

- a. An employee who is not a member of, or currently earning benefits under, the Sacramento County Employees' Retirement System must become a participant in the Deferred Compensation Plan set forth in County Code Sections 2.83.200 through 2.83.360.
- b. The employee must contribute three and three quarters percent (3.75%) of their compensation for any period of service performed for the County while a participant in this plan. The County contributes an amount equal to three and three-quarters percent (3.75%) of the employee's compensation to the employee's account.
- 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).

14.4. Classification Changes

The County provides 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 covered by this Agreement. The County agrees to meet with the Association upon request regarding any proposed class specification changes.

14.5. Personnel Files

- a. An employee may schedule with their department time off without loss of compensation to review their departmental personnel file. The department may require that the specific time away from the job for this purpose be compatible with the employee's duties and work schedule. A copy of material in the employee's personnel file will be given to the employee if requested, at no cost to the employee if such requests are made on a reasonable basis. The County provides written material to the employee which contains adverse comments relating to the employee's employment upon placement in the employee's personnel file.
- b. If the County fails to provide the employee such written material with adverse comments, a copy will be provided to the employee upon discovery of such failure or upon request of the employee.
- c. Formal grievances will not be filed in the employee's personnel file.

14.6. Transit Pass

The transit subsidy is \$75.00 per month.

14.7. Automatic Resignation

- a. If an employee fails to report to their worksite, and/or has given no notification to their appointing authority or direct supervisor, the employee is considered absent without leave. If an employee is absent without leave for five (5) consecutive workdays, such employee is considered to have voluntarily resigned. A notice of automatic resignation will be sent by certified mail to the employee's last known address. The last known address is the address which is entered into the County's payroll system.
- b. A permanent employee may, within twenty-one (21) calendar days of the effective date of such separation, file a written request with the appointing authority for reinstatement. Reinstatement for just cause may be granted only:
 - (1) If the employee makes satisfactory explanation to the appointing authority as to the cause of the employee's absence or failure to obtain leave therefore; and
 - (2) The appointing authority determines that the employee is ready, able, and willing to resume the discharge of the duties of their position; or if the appointing authority consents to a leave of absence to commence upon reinstatement.
- c. This Section does not preclude the employee from requesting reinstatement under the provisions of the Personnel Ordinance or any relevant Sections of this Agreement.

Article 15 - Discipline and Discharge

15.1. Purpose

The provisions of this Article substitute for any and all appeal procedures provided by the Civil Service Commission relating to discipline.

15.2. Definition

- a. "Disciplinary action" means demotion, reduction in pay step in class, suspension or discharge of an employee with permanent civil service status.
- b. "Parties" means the County and the Sacramento County Professional Accountants Association.

15.3. Persons Authorized to Initiate Disciplinary Action

The employee's appointing authority or designee may initiate disciplinary action against an employee.

15.4. Application

- a. This Article applies to an employee with permanent civil service status.

- b. Probationary Status: An employee in probationary status has no right to grieve or arbitrate release from such probationary appointment.
- c. Temporary Employee: An employee in a temporary position has no right to grieve or arbitrate release from such temporary appointment.
- d. Temporary Upgrade: An employee in a temporary upgrade status has no right to grieve or arbitrate release from such temporary upgrade status.
- e. Provisional Appointment: An employee with provisional status has no right to grieve or arbitrate release from such a provisional appointment.

15.5. Cause for Disciplinary Action

No disciplinary action will 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 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 their 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.

15.6. 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 disability precludes the employee from the proper performance of the essential duties of their job. Any such action is subject to the same provisions of this Article as are applicable to actions taken pursuant to Section 15.5.

15.7. Notice Requirement and Effective Date of Order

- a. The appointing authority or designee will 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 will be served upon the employee either personally, or by both regular and registered or certified mail, return receipt requested, to the last known address of the employee. The last known address is the address which is entered in the County's payroll system. If notice is provided by mail, the employee is deemed to have received notice five (5) days after the date of mailing. At the same time, service will be made to the Association.
- c. The order must be approved as to form by the County Counsel and will 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 will be effective on the date and time specified in the order of disciplinary action filed with the Director of Labor Relations, provided notice is served as specified in this action.

15.8. Appeal

- a. The Association has the right to appeal on behalf of an employee who is subject to the disciplinary action, within fifteen (15) calendar days after receiving the order of disciplinary action, by filing a written notice of appeal with the Director of Labor Relations. The notice of appeal must contain the name and address of the person to whom all written communication regarding this appeal will be sent.
- b. The Director of Labor Relations will 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 is entitled to a hearing.
- d. If the Association fails to file a notice of appeal within the time specified in this Section, the disciplinary action becomes final without further action.

15.9. Appointment of Arbitrator

- a. An impartial arbitrator may be selected jointly by the parties within fifteen (15) calendar days of receipt of the written appeal.
- b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties will solicit from the State of California Mediation and Conciliation Service a list of nine (9) arbitrators.
- c. After receipt of the list, the parties will alternately strike names from the list until one (1) name remains.
- d. If an arbitrator selected declines appointment or is otherwise unavailable, a new list will be requested.

15.10. 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 will be afforded a reasonable opportunity to prepare a defense thereto. Any new causes or allegations will be deemed denied and any objections to the amended or supplemental causes or allegations may be made orally at the hearing.

15.11. 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 ("responding party" means the person of whom the information is requested):
- (1) Those allegations in the order of disciplinary action that are admitted by the employee and those allegations in the order of disciplinary action that 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) Writings 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. Evidence Code Section 250 defines "Writing" as: 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 must specifically so state, and will 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 will 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 will 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 will 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 or 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 will 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 will prepare and serve a response to the request. Such response will 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 will 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 will give a written negative response as to that particular item within the time specified for response, but will respond fully as to the information which the responding party does possess. The responding party will comply with (4) above after such negative response.
- (6) Disputes: Any dispute between parties regarding discovery will be resolved by the arbitrator.
- (7) Penalties for Failure to Comply: The arbitrator will impose penalties for failure to comply with this subsection. These penalties will 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:
 - (1) Exclude evidence.
 - (2) Continue the hearing at any stage.

(3) Upon proof of a willful or repeated violation, the arbitrator will determine the issue against the non-complying party.

15.12. Timing and Conduct of Hearing

- a. The arbitration hearing will 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 may be a private or public hearing as determined by the employee.
- b. The employee will be represented by the Association.
- c. The employee will be entitled to appear personally at the hearing and produce evidence.
- d. At the hearing, the appointing authority has the burden of going forward first with evidence in support of the allegations contained in the order of disciplinary action and has 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.
- e. Oral evidence may be taken by oath or affirmation.
- f. A court reporter will take a transcript of the hearing.
- g. The arbitrator may consider the records or any relevant 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.
- h. Each Party Has 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.
- i. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence will 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 that 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 is not sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege are effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence will be excluded.

15.13. Subpoenas

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

15.14. Decision

- a. Following the hearing, the arbitrator will promptly prepare and submit to the parties to the hearing a decision in the case. The decision will 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.
- b. If good cause for discipline is found, the arbitrator may not modify the action imposed by the appointing authority unless the arbitrator determines that the discipline imposed by the appointing authority constitutes an abuse of discretion.

15.15. Finality of Decision

The decision of the arbitrator is final and binding.

15.16. Costs

The fees and expenses of the arbitrator, the court reporter, and the transcript, if any, are shared equally by the parties identified in Section 15.9.

15.17. Witnesses

Employees will not suffer loss of compensation for time spent as a witness at an arbitration hearing. The Association agrees that the number of witnesses requested to attend and their scheduling will be reasonable.

15.18. Expedited Arbitration

Notwithstanding the provisions of this Article, upon mutual agreement, the parties may agree to an expedited arbitration consistent with expedited arbitration rules as provided by the American Arbitration Association.

Article 16 - Term

This Agreement will remain in full force and effect from June 19, 2022, to and including June 30, 2025.

Dated: 4/28/2023


Dated: 3/15/2023


County of Sacramento


Sacramento County Professional Accountants Association

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Matt Connolly
Labor Relations Manager

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David Kruckenberg
Chief Negotiator

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Michael W. Jarvis
Chief Negotiator
Liebert Cassidy Whitmore

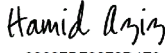
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President

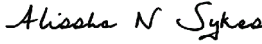
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