

**AGREEMENT**

**BETWEEN**

**COUNTY OF SACRAMENTO**

**AND**

**STATIONARY ENGINEERS, LOCAL 39**

**INTERNATIONAL UNION OF**

**OPERATING ENGINEERS, AFL-CIO**

**WATER QUALITY/**

**STATIONARY ENGINEERING UNIT**

**2022-25**

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**Exhibit "A"**  
**Exhibit "B"**

## **PREAMBLE**

This AGREEMENT entered into by the COUNTY OF SACRAMENTO, hereinafter referred to as the County, and the INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY, LOCAL 39, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

The term "agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

## **ARTICLE I RECOGNITION AND COVERAGE**

### **1.1 RECOGNITION**

a. The County recognizes the Union as the exclusive negotiating agent for all employees in the Water Quality-Stationary Engineering Representation Unit, as described in Exhibit "A" of this Agreement. This Agreement applies only to employees in the above-described Representation Unit.

b. The Union recognizes the County Executive or his/her designee as the negotiating representative for the County and shall negotiate exclusively with the County Executive or his/her designee, except as otherwise specifically spelled out in this Agreement.

## **ARTICLE II COUNTY RIGHTS**

### **2.1 COUNTY RIGHTS**

a. All County rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the County.

b. The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct, and assign its employees, take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of County operations; determine the methods, means and personnel by which County operations are to be conducted; determine the content of

job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The County has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

c. 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 shall continue to exercise authority over classification of jobs and procedures and standards of selection for employment and promotion.

d. This Agreement is not intended to restrict consultation with the Union regarding matters within the right of the County to determine.

e. This section is not subject to the grievance and arbitration procedure as outlined in this Agreement.

## **ARTICLE III GENERAL PROVISIONS**

### **3.1 NON-DISCRIMINATION**

The County and the Union agree to continue their policy of non-discrimination because of handicap, race, creed, color, or national origin, age, marital status, religion or political organization affiliation. The County agrees there shall be no discrimination of any kind against the stewards or any employees because of Union affiliation or lawful Union activities.

### **3.2 STRIKES AND LOCKOUTS**

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

b. The Union 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 Union members participate in such activities in violation of this provision, the Union shall instruct the members to return to their normal duties.

### **3.3 APPLICATION OF PERSONNEL ORDINANCE**

a. The Personnel Ordinance (Chapter 2.78, Sacramento County Code) shall not apply to any employees in the Water Quality-Stationary Engineering Unit, to the

extent to which the Personnel Ordinance is inconsistent with the terms of this Agreement.

b. This statement shall not be construed to make any matter not previously covered by this Agreement subject to a grievance procedure provided by the Agreement.

### **3.4 RETIREMENT BARGAINING**

The Union recognizes that it may make its position known to the Retirement Board through the public hearing process rather than the meet and confer process. Consequently, the Union unqualifiedly waives the right to meet and confer with respect to determinations of the Retirement Board provided that such determinations are made at a noticed public session.

### **3.5 EMPLOYEE RELATIONS ORDINANCE**

The Union concurs that the County may make changes to the Employee Relations Ordinance which prohibits recognized employee organizations from representing both a supervisory and a non-supervisory unit, and restricts law enforcement organizations from representing non-law enforcement units.

## **ARTICLE IV UNION RIGHTS**

### **4.1 UNION REPRESENTATION**

a. The County recognizes and agrees to deal with the designated stewards and representatives of the Union on all matters relating to grievances and the interpretation, application or enforcement of the express terms of this Agreement.

b. The Union may designate up to sixteen (16) shop stewards. The Union will be responsible for distributing shop stewards throughout the work areas so as to not cause unreasonable disruption of operations.

c. The Union shall furnish the County with a list of all shop stewards immediately after their designation. Stewards will not be recognized by the County until such a list is received by the County Executive and the department head involved.

d. Upon request of the aggrieved employee, a steward or representative of the Union may investigate the grievance or dispute provided it is in his/her area of responsibility and assist in its presentation. A designated steward or officer of the Union shall be allowed a reasonable time for this purpose during working hours without loss of pay subject to prior notification and approval by his/her immediate supervisor.

For investigations which take him/her physically outside his/her regular work area, such notification shall be on a form prescribed by the County, which will state the amount of time spent for the purpose. When a steward is investigating grievances within his/her regular work area, the prior notification and approval may be oral and the form need not

be used; however, the steward shall accurately record on his/her employee time sheet all on-duty time spent investigating grievances. The assignment of more than one (1) representative or officer to handle a grievance shall be subject to prior approval of the County Executive or his/her representative and approval shall not be unreasonably delayed or withheld. Stewards of the Union will be permitted time of without loss of pay only if they are full-time County employees.

e. It shall be the responsibility of all stewards to discuss first with their immediate supervisor any question regarding interpretation or application of this Agreement.

f. Stewards or other Union representatives ordinarily will not represent the Union in meetings with the County, other than presentation of grievances or general bargaining on a new agreement, while on County-paid time. In consideration of the agency shop provisions of this Agreement, such representation normally will be provided by the Union without loss of paid time by County employees. However, at the request of the Union, a steward may be allowed reasonable time off without loss of pay to represent the Union in meetings with representatives of the County. Such time off shall be subject to prior notification and approval as provided in Subdivision d. above.

#### **4.2 DEDUCTIONS FOR UNION DUES, INSURANCE, AND BENEFIT PROGRAMS**

a. The County will provide for payroll deductions of Union members to be deducted from their warrants insofar as permitted by law, and not to exceed \$99.99 including dues. The County agrees to deduct and transmit to the Union all authorized deductions from all Union members within the foregoing units who have signed an approved authorization card or cards for such deductions in a form agreed upon by the County and the Union.

b. The written authorization for approved insurance and benefit programs and the amount of dues deducted from Union members' warrants shall be changed by the County upon written request of the Union.

c. The Union agrees to indemnify, defend and hold the County harmless against any claims made of any nature and against any suit instituted against the County arising from its check-off for the dues, insurance or benefit programs of the Union.

d. "Approved insurance and benefit programs" are those which the County has approved as being non-competitive or non-duplicative of County offered programs. The County reserves the right to disapprove any insurance program, in advance, if competitive or duplicative; and, to cancel all Union insurance and benefit program payroll deductions where they are established without prior County approval.

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

### **4.3 EXAMINATION ANNOUNCEMENT AND NEW EMPLOYEES**

When civil service examinations are announced for classes represented by the Union, a copy of the examination announcement shall be sent to the Union. The County will notify the Union of the names of all persons hired in classes represented by the Union.

### **4.4 NEW EMPLOYEE ORIENTATION**

a. Unless otherwise agreed in advance, Union Business Representatives, or their designees, shall be provided up to thirty (30) minutes to attend the County's regularly scheduled new-employee orientations so that they may provide information about the Union and the labor agreement.

The new-employee orientation schedule, and the reserved thirty (30) minutes of time for the Union's representative(s) to attend, shall be established by the County and provided to the Union annually. The County shall make a reasonable effort to provide the Union with at least forty-eight (48) hours notice of changes to the regular schedule.

b. When the County elects to conduct new employee orientation electronically, the following shall apply:

1. The County shall provide the Union with a list of attendees at each orientation, including a County email address if applicable.
2. Employees shall be allowed 30 minutes to attend one virtual union orientation scheduled by Local 39. Attendance must be within 60 days of the beginning of employment. The employee must notify his or her supervisor reasonably in advance in order to secure this paid release time. Such time shall not be unreasonably denied.
3. The Union shall provide the County with an annual schedule of meeting dates and times.
4. As an alternative to the virtual union orientation, employees shall be allowed 30 minutes to attend one in-person union orientation at the employee's work location. The County shall make a room available to the union for this in-person union orientation to be scheduled by the union on a monthly basis, by department. The County shall provide the Union with the names of employees identified to attend the County's new electronic orientation. Such employees are eligible to attend an in-person union orientation in lieu of the County's electronic new employee orientation. The employee must notify his or her supervisor reasonably in advance in order to secure this paid release time. Such time shall not be unreasonably denied.

c. At least every thirty (30) days, the County shall provide the Union with a list of employees who are employed in classifications represented by the bargaining unit.

## **ARTICLE V AGENCY SHOP**

### **5.1 FAIR AND EQUAL REPRESENTATION**

It is recognized that the Union owes the same responsibilities to all employees in the representation unit and has a duty to provide fair and equal representation to all employees in all classes in the unit whether or not they are members of the Union.

### **5.2 AGENCY SHOP CONDITION OF EMPLOYMENT**

Each regular and limited-term employee in the representation unit on or after the effective date of this article shall, as a condition of continued employment, beginning with the second full pay period after such effective date and until the termination of the Agreement, either:

- a. Become a member of the Union; or
- b. Pay to the Union a fair share fee for services rendered by the Union in an amount equal to the monthly periodic dues of the regular membership, less costs which are not related to the administration of this Agreement and the representation of non-member employees; provided, however, that each employee will have available to him/her membership in the Union on the same terms and conditions as are available to every other member of the Union; or
- c.
  - (1) Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
  - (2) Pay a sum equal to the agency fee described in Subsection 5.2-b. to a non-religious, non-labor charitable fund chosen by the employee from those charities listed within United Way or CHAD. The employee shall furnish written proof to the County and the Union that this contribution has been made.
- d. If an employee does not voluntarily establish his or her membership fee status with the Union within the second full pay period of employment, the County shall enroll the employee as a service fee payer automatically effective the third full pay period.
- e. The written authorization of dues deduction shall remain in full force and effect during the life of this Agreement; provided however, that an employee

may withdraw from the Union by sending a written signed withdrawal letter to the Union within a thirty (30) calendar day window period prior to the expiration of this Agreement or any time after this Agreement has expired and no subsequent agreement has been reached.

### **5.3 SEPARATION FROM UNIT EXCEPTION**

The condition of employment specified above shall not apply during periods of separation from the representation unit by any such employee but shall reapply to such employee or shall apply to an employee entering the unit commencing with the second full pay period following the entry of the employee into the representation unit. The term separation includes transfers out of the unit, layoff, and leaves of absence with a duration of more than two (2) full pay periods.

### **5.4 FAIR SHARE SERVICE FEE DETERMINATION AND DISCLOSURE**

a. Only the costs of the following activities shall be considered by the Union when making a determination of the amount of the fair share service fee of non-members.

- (1) Expenditures for representation on behalf of employees in the unit, (that is, the fees and expenses of the Union representative, and staff support including research of and preparation for a negotiating position).
- (2) Expenditures for contract administration, (that is, meetings and discussions with management concerning grievances under the contract, meetings with employees as part of grievance resolution, and costs of representatives for arbitration, shorthand reporters, or attorneys in enforcing the Agreement and staff support including research and preparation).

b. Costs other than those described in Subsection a. shall not be considered when making a determination of the fair share service fee of non-members.

### **5.5 EXPENDITURES NOT INCLUDABLE IN DETERMINATION OF THE FAIR SHARE FEE**

a. Under no circumstances shall expenditures inconsistent with applicable law be included in any way in the calculation or determination of the fair share fee. Examples of such include, but are not limited to:

- (1) Organizing and recruiting activities
- (2) Payments to affiliates, except for payments for activities under Section 5.4 above



- (3) Social activities
- (4) Charitable and philanthropic activities
- (5) Insurance and other benefit programs

b. The costs of the items listed above shall be excluded in their entirety except to the extent as may be permitted by law.

## **5.6 FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE**

Upon the effective date of the agency shop as provided in Section 5.14 of the Agreement and annually thereafter, or within sixty (60) calendar days after the Union's filing of its annual LM-2 report pursuant to federal law, the Union shall mail to the County and to all fair share fee payers a "Fair Share Fee Explanation and Notice of Right to Challenge". Such notice shall also be given to each new regular and limited-term employee hired into the unit prior to the solicitation or collection of any membership dues or fair share fees. Such notice shall also be sent to each regular and limited-term employee who is not a Union member on the initial effective date of this agency shop provision. Such notice shall include:

- a. An itemization prepared and signed by an auditor who is a certified public accountant with the overall purpose of listing the expenditures of the Union in detail necessary for an employee to be able to reasonably determine what portion of regular membership dues would be allocable to the cost of negotiation and contract administration as defined in Section 5.4.
- b. The amount of the fair share service fee: Such fee shall not exceed the proportion of dues calculated in Subsection 5.2-b.
- c. The procedure on how non-members may file a challenge with the Union to the amount of the fair share fee. Such procedure shall include an escrow account for the monies reasonably in dispute and a final step of arbitration with a neutral arbitrator. The Union shall provide the County with copies of all challenges and arbitration decisions.

## **5.7 FAILURE TO POST FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE**

Should the Union fail to mail the required annual Fair Share Fee Explanation and Notice of Right to Challenge set forth above within the required sixty (60) days after the filing of the Union's annual LM-2 report pursuant to federal law, the County shall have the right to give the Union two (2) pay periods' notice to provide the required notice.

If the Union fails to provide the required notice by the expiration of the two (2) pay periods, then the County shall make no further payroll deductions of any kind on behalf of

the Union (dues, fair share fees, insurance, etcetera) until such time as the Union provides the required notice.

## **5.8 LABOR ORGANIZATION ANNUAL REPORT**

a. Annually, the Union shall file with the Office of Labor Relations, a copy of the U.S. Department of Labor Form LM-2 (Labor Organization Annual Report) that the Union is required to file pursuant to federal law. The Union shall file such report with the Office of Labor Relations within thirty (30) calendar days of filing such report with the U.S. Department of Labor. Such reports shall be made available to employees in the unit.

b. If the Union fails to provide the County with the financial disclosure information as required above, then the County shall have the right to give the Union two (2) pay periods' notice to provide the required financial information. If the Union fails to provide the required financial information at the expiration of the two (2) pay periods, the County shall make no further deductions pursuant to this article until such time as the Union provides the required information.

## **5.9 A CAUSE FOR PERSONNEL ACTION**

The parties agree that, as to any failure of an obligated employee to pay a fair share service fee, shall constitute reasonable and just cause for discharge.

## **5.10 PROCEDURE FOR AGENCY SHOP PERSONNEL ACTION**

The procedure in all cases of discharge for violation of the obligation to pay a fair share service fee shall be as follows:

- a. The Union shall notify the employee (a copy to the appointing authority) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering a fair share service fee, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, the Union will request that the employee be terminated as provided in this article.
- b. If the employee fails to comply, the Union shall file in writing with the appointing authority proof of compliance with Subsection a., the specific charges and a demand that the employee be terminated. The charges shall include:
  - (1) A statement that it is proposed that the employee be discharged from employment;
  - (2) A statement of the cause of the proposed discharge of the employee;
  - (3) A statement in ordinary and concise language of all specified facts or

omissions upon which the cause is based;

- (4) A copy of all Union documents relevant to the proposed action, including any necessary sworn affidavits of Union witnesses.
- c. The County shall serve a copy of the written charges upon the employee either personally or by certified mail, return receipt requested. The appointing authority shall give written notice to the Union and the employee of the scheduled date of a hearing by the appointing authority.
- d. The parties to the hearing shall be the Union and the employee.
- e. The appointing authority shall determine whether the Union has established cause to terminate the employee because of the violation of this article. If the appointing authority determines that there is cause for termination of the employee, the appointing authority shall terminate said employee within ten (10) days after making such determination. The employee may appeal the order of termination to the Civil Service Commission.
- f. The Union shall bear all costs of terminating the employee, including all costs of the County in defending any appeal of an employee from the County's termination of such employee for failure to pay a fair share service fee. Such reimbursed costs shall not include payment of the attorney selected by the County to prosecute and defend the termination action.

## **5.11 INDEMNIFICATION**

The Union shall indemnify and save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the County under this article.

## **5.12 PAYROLL AUTHORIZATION REQUIREMENTS**

The authorization for payroll deductions described in Section 5.10 shall specifically require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

## **5.13 VOLUNTARY PAYROLL AUTHORIZATION**

It is agreed that agency shop fair share fees and charitable contributions specified herein shall be deducted from the salary of each employee covered by this article who files with the County a written authorization requesting such deduction be made.

## **5.14 PRECONDITIONS TO IMPLEMENTATION OF AGENCY SHOP PROVISIONS**

The provisions of this Agreement regarding agency shop are subject to the following conditions:

- a. The agency shop provisions shall not be effective until thirty (30) days after the Union has provided the County with a certified list of Union members who are regular or limited-term employees in the bargaining unit, and said list shall be equal to at least 66-2/3% of the regular and limited-term employees in the bargaining unit. The term "Union members" shall include employees who have applied for membership in the Union and currently are paying initiation fees to the Union.
- b. The Union and the County mutually agree that the election provided for in Subsection b. of Section 3502.5 of the Government Code:
  - (1) Shall be determined by a simple majority of those voting;
  - (2) Shall be conducted following election security procedures that apply to the conduct of employee representation elections that are subject to Chapter 2.79 of the Sacramento County Code; and,
  - (3) Only regular and limited-term employees shall be eligible to vote.

## **ARTICLE VI GRIEVANCE AND ARBITRATION PROCEDURE**

### **6.1 PURPOSE**

- a. This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.
- b. The purposes of this procedure are:
  - (1) To resolve grievances informally at the lowest possible level;
  - (2) To provide an orderly procedure for reviewing and resolving grievances promptly.

### **6.2 DEFINITIONS**

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

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

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

d. As used herein, "steward" or "Union representative", if an employee of the County, refers to an employee designated as such pursuant to Section 4.1.

### **6.3 TIME LIMITS**

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

### **6.4 PRESENTATION**

An employee or the Union representative, or both, may present a grievance while on duty.

### **6.5 EMPLOYEE RIGHTS**

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

### **6.6 APPLICATION**

Grievances as defined in Section 6.2 shall be brought through this procedure. The procedure adopted by the Board of Supervisors effective October 1, 1969, shall not apply to employees covered by this Agreement for any purpose whatsoever.

### **6.7 INFORMAL DISCUSSION**

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

If the immediate supervisor fails to respond to the informal grievance within five (5) workdays, the grievant shall have the right to initiate a formal grievance no later than ten (10) workdays after the event or circumstances occasioning the grievance.

### **6.8 FORMAL GRIEVANCE - STEP 1**

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

- (1) Ten (10) workdays after the event or circumstances occasioning the grievance; or
- (2) Within five (5) workdays of the decision rendered in the informal grievance procedure, whichever is later.

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

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

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

## **6.9 FORMAL GRIEVANCE - STEP 2**

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

b. Within ten (10) workdays the appointing authority or his/her designee shall respond in writing to the grievance. If a meeting is held between the Union and the Step 2 designee, the appointing authority shall have ten (10) workdays from the date of the meeting to respond.

## **6.10 FORMAL GRIEVANCE - STEP 3**

a. The Step 3 appeal shall be considered a formal request for a meeting and a written decision by the County Executive or his/her designee. The meeting should be held within twenty (20) working days from the receipt of the appeal to Step 3.

b. The County and the Union agree to make every effort to schedule Step 3 grievance meetings twice a month. The intent of the parties is to hear all grievances within forty (40) working days of the appeal.

c. There shall be two (2) tracks to solve the problem at Step 3. The Union shall reserve the right to choose either:

- (1) Mediation as described in Section 6.11; or

- (2) Third step appeal as described in Section 6.12.

## 6.11 MEDIATION

a. Grievances appealed to Step 3 may be submitted by the Union to mediation. Mediation shall take place on the first and third Tuesday of each calendar month. Subsequent days for mediation will be scheduled, if necessary. The parties agree to mutually select a panel of mediators. If the parties are unable to select a panel of mediators, they shall utilize the State Mediation and Conciliation Service.

b. Under no case shall the adjustment or resolution of the grievance at this level exceed forty (40) working days from the date of their appeal to Step 3, unless extended by mutual agreement of the parties. If not extended, the Union may appeal the grievance to arbitration.

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

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

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

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

g. The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one (1) party. If settlement is not possible, the mediator shall provide the parties with an immediate bench opinion, based on the stated grievance and the Collective Bargaining Agreement, as to how the grievance would be decided if it went to arbitration. That opinion would not be final or binding, but would be advisory. It would be delivered orally and would be accompanied by a statement of the reasons for the mediator's opinion. The advisory opinion may be used as the basis for further settlement discussions or for withdrawal or granting of the grievance. If the grievance is not settled, granted or withdrawn, the

parties are free to arbitrate. If they do, the mediator shall not serve as arbitrator, and no offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration. Neither attorneys nor court reporters or any other type of note taker shall be allowed to be present at the proceedings.

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

i. Any grievance not resolved within twenty (20) working days of the initial mediation session with no subsequent mediation session(s) scheduled and which the Union wishes to pursue may be appealed by the Union to arbitration within ten (10) working days.

### **6.12 HEARING AND RESPONSE - STEP 3**

a. If the Union chooses not to utilize mediation and is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within five (5) working days to the County Executive. The employee may be represented by a Union representative.

b. The County Executive or his/her designated representative shall respond in writing within ten (10) working days to the grievant. If the County Executive or his/her designated representative determines that it is desirable to hold a meeting regarding the grievance, the County Executive or his/her representative shall respond to the grievance within thirty (30) workdays from the date the grievance was appealed to Step 3 unless extended by mutual agreement of the parties.

### **6.13 ARBITRATION - STEP 4**

If the County Executive or his/her designated representative fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the grievant shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the County Executive within ten (10) workdays of receipt of his/her decision.

### **6.14 RESPONSE**

If the County fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

### **6.15 COPY OF DECISION**

At each step of the formal grievance procedure, a copy of the decision shall be sent to the Union at the same time as the decision is sent to the grievant.



## **6.16 SELECTION OF ARBITRATOR**

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

b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation and Conciliation Service a list of five (5) arbitrators.

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

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

e. The County and the Union may use expedited arbitration. Expedited arbitration would include:

- (1) A requirement that the arbitrator selected render a decision within sixty (60) calendar days of the conclusion of the hearing.
- (2) Either side may request, at their cost, a court reporter.
- (3) No post hearing briefs unless mutually agreed by the parties.

f. Either the County or the Union may require a full arbitration hearing on any grievance.

## **6.17 DECISION**

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

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

## **6.18 COSTS**

The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties.

## **6.19 WITNESSES**

The County agrees that employees shall not suffer loss of compensation for time spent as witnesses at an arbitration hearing held pursuant to this Agreement. The Union

agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

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

### **7.1 HOURS OF WORK**

a. The regular workweek shall commence Sunday and extend through Saturday, eight (8) hours per day, five (5) days per week for a total of forty (40) hours, which includes authorized absences with pay.

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

c. An employee normally shall be allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the workshift. Whenever it is necessary for an employee to work overtime in excess of two (2) consecutive hours, he/she shall be granted an additional lunch period, the taking of which is optional with the employee. The lunch period is work time if the employee is required to perform duties while eating. An employee is on work time if he/she is ordered to remain with a vehicle in the field during the lunch period or is required to remain on County premises. A lunch period is not work time if an employee is completely free from duties during the meal period.

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

### **7.2 CHANGES IN SCHEDULED WORK HOURS**

A permanent employee shall be given at least seven (7) calendar days' notice prior to a change in their assigned hours of work. If an employee's shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new shift.

### **7.3 WORKWEEK**

An employee within a specific section, unit, division, or department may work a modified biweekly pay period of less than ten (10) days, but not less than eighty (80) hours, subject to approval of the County and the Union.

### **7.4 9/80 WORK SCHEDULES**

a. An appointing authority, with the prior approval of the County Executive,

may approve requests of employees covered by this Agreement in their department to work a 9/80 work schedule.

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

- (1) For such employee, the 9/80 work schedule is a schedule which during one (1) week of the biweekly pay period the employee is scheduled to work four (4) nine-hour workshifts for a total of thirty-six (36) hours, and during the other week of the pay period, is scheduled to work four (4) nine-hour workshifts and one (1) eight-hour workshift.
- (2) For such employee working the 9/80 work schedule who is eligible to earn straight-time overtime, overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift, and in excess of eight (8) hours when normally scheduled to work the eight-hour workshift. Overtime shall also be earned when an employee eligible for overtime is required to work in excess of thirty-six (36) hours during the week the employee is scheduled to work thirty-six (36) hours, or in excess of forty-four (44) hours during the week the employee is scheduled to work forty-four (44) hours.

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

- (1) For such employee, the 9/80 work schedule is a schedule in which during each redesignated workweek the employee works four (4) nine-hour workshifts and one (1) four-hour workshift. The two (2) four-hour workshifts are worked consecutively in a manner to constitute one (1) eight-hour work period, similar to the eight-hour workshift provided in Subsection b.(1) above.
- (2) For such employee, overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift, and in excess of forty (40)

hours during the redesignated workweek. Additionally, overtime will be earned when the employee is required to work more than four (4) hours when normally scheduled to work either of the four-hour workshifts.

d. An employee working a 9/80 schedule shall take an unpaid meal period in the middle of their nine-hour and eight-hour workshifts, or between the two (2) four-hour workshifts, consistent with Section 7.1. An employee may receive one (1) rest period during the first half of the employee's nine-hour or eight-hour workshift and one (1) rest period during the second half of the nine-hour or eight-hour workshift. An employee who works two (2) four-hour workshifts may receive one (1) rest period during each four-hour workshift.

e. An employee shall be granted a holiday that falls on the employee's scheduled eight-hour workshift. If the holiday falls on the scheduled nine-hour 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 workshifts, then both four-hour workshifts shall be deemed to be the holiday. If a holiday falls on an employee's scheduled day off, the employee shall accrue eight (8) hours compensating time off.

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

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

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

i. Subsections a. through h. of this section become effective June 28, 1992, and supersede and replace Section 7.3. An employee in classifications outlined in Subsection 7.3-b.(1) will be governed by the provisions of Section 7.4; their workweek will be defined consistent with the provisions of Subsection 7.4-c. An employee in the classifications as outlined in Subsection 7.3-b.(1) will have their workweek defined pursuant to Subsection 7.4-c. no earlier than June 28, 1992. When this redesignation occurs, their salary will be equal to the salary they received prior to June 28, 1992, when working eighty (80) hours in a two-week period, and they were paid overtime for hours worked over forty (40) in the forty-four (44) hour week as defined prior to June 28, 1992.

## **7.5 OVERTIME**

- a. An employee will be compensated only for overtime ordered by designated supervisory personnel.
- b. An employee required to work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for such overtime with pay at one and one-half times the hourly rate. An employee may request, subject to Subsection c. below to be compensated for such overtime with compensating time off (CTO) in lieu of cash at the rate of one and one half hours of CTO for each hour of overtime worked. An employee may not accrue more than 40.5 hours of CTO in any one (1) year. However, for the term of the 2022-2025 labor agreement, the maximum 40.5 hours of accrued CTO shall be temporarily expanded so that employees may accrue up to eighty (80) hours of CTO in any one (1) year. The expanded 80 hours maximum CTO cap shall expire June 30, 2025.
- c. CTO earnings and CTO usage are subject to operational needs and approval of the employee's appointing authority. If the department is unable to schedule and grant CTO time off within one (1) year from the date the overtime was performed, cash payment shall be made in lieu of compensating time.
- d. All paid leave except sick leave shall be counted as time worked. Time worked in excess of eight (8) hours in a day shall not be counted in determining whether an employee has worked in excess of forty (40) hours in a week.
- e. A part-time employee shall be compensated for overtime at their regular rate or one (1) hour of compensating time off for each hour worked in excess of their normal workday or week; provided, however, for work performed in excess of eight (8) hours per day or forty (40) hours per week, they shall be compensated as provided in Subsection b. above.
- f. An employee who works overtime shall promptly and accurately report such time in the manner prescribed by the County.
- g. Overtime shall be distributed fairly among employees insofar as circumstances permit.

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

- a. Any employee who is required to remain on standby for emergency work shall be paid two (2) hours' straight time pay for each standby shift, whether or not the employee is called to work. A standby shift shall be eight (8) hours or less.
- b. The employee who performs emergency work on standby duty shall be compensated therefore as overtime work. A minimum of two (2) hours' overtime compensation per shift shall be paid to an employee who is called back, in addition to the standby pay to which such employee is entitled pursuant to Subsection a.

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

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

## **7.7 LOCATION OR SHIFT BIDDING**

Permanent employees within a class may submit bids for desired work location or shifts to which positions in the class are assigned. Such bids shall be submitted to the department which employs the position involved. The department will first consider and may select from the bid requests when filling vacancies in such positions. Vacancies may be filled from civil service eligible lists, transfer or reassignment if not filled from among those who bid. Vacancies will be posted for five (5) calendar days prior to the filling of such positions.

## **7.8 4/10 WORK SCHEDULES**

a. An appointing authority, with the prior approval of the County Executive, may approve requests of an employee covered by this Agreement in their department to work a 4/10 work schedule.

b. For such employee working the 4/10 work schedule overtime shall be earned when the employee is required to work in excess of ten (10) hours per day of forty hours per week.

c. An employee working a 4/10 schedule shall take an unpaid meal period in the middle of their ten hour workshift. An employee may receive one (1) rest period during the first half of the employee's ten hour workshift and one (1) rest period during the second half of the ten hour workshift.

d. If a holiday falls on the scheduled ten hour work shift, the remaining two hours 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 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 ten hour workshift shall result in the deduction of ten (10) hours from the employee's accrued leave balances.

f. An employee may return to the standard five-day, forty-hour workweek or to a 9/80 work schedule 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 or to a 9/80 work schedule after providing advance written notice of two (2) full pay periods to the affected employee(s).

h. Sick leave with pay shall be accrued and accumulated in accordance with Section 10.3 of this Agreement.

i. Vacation leave with pay shall be accrued in accordance with Section 10.1 of the Agreement.

## **ARTICLE VIII SALARIES**

### **8.1 SALARY INCREASES**

a. Fiscal Year 2022-2023: Effective June 19, 2022, salaries shall be increased four percent (4%).

b. Fiscal Year 2023-2024: Effective June 18, 2023, salaries shall be increased four percent (4%).

c. Effective June 30, 2024, salaries shall be increased based on the average percent year-to-year change in the Consumer Price Index (United States City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2024, rounded to the nearest one tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) or more than four percent (4%).

d. Should any miscellaneous retirement class in another bargaining unit receive a negotiated COLA in excess of that received under Section 8.1 (a-c) the COLA's shall be adjusted to reflect that higher amount.

### **8.2 EQUITY ADJUSTMENTS**

a. Fiscal Year 2022-2023: Effective June 19, 2022, an equity adjustment of two and one-half percent (2.5%) shall be applied to the following classifications:

- Biologist

- Chemist
- Environmental Lab Analyst
- Natural Resource Specialist Level I
- Natural Resource Specialist Level II
- Public Health Microbiologist
- Public Health Microbiologist Trainee
- Sr. Environmental Lab Analyst
- Sr. Natural Resource Specialist
- Sr. Public Health Microbiologist
- Sanitation District Maintenance & Operations Assistant
- Sanitation District Maintenance & Operations Sr Technician
- Sanitation District Maintenance & Operations Technician
- Sanitation District Mechanic 3
- Sanitation District Mechanic Level 1
- Sanitation District Mechanic Level 2
- Sanitation District Sr Mechanic
- Sr Wastewater Treatment Plant Operator
- Sr Water Distribution Operator
- Sr Water Quality Control System Technician
- Senior Water Treatment Plant Operator
- Wastewater Treatment Plant Operator Apprentice Range A - G
- Wastewater Treatment Plant Operator Level 1
- Wastewater Treatment Plant Operator Level 2
- Water Quality Control System Technician
- Water System Operator

b. Effective June 18, 2023:

i. An equity adjustment of two and one-half percent (2.5%) shall be applied to the following classifications:

- Sanitation District Maintenance & Operations Assistant
- Sanitation District Maintenance & Operations Sr Technician
- Sanitation District Maintenance & Operations Technician
- Sanitation District Mechanic 3
- Sanitation District Mechanic Level 1
- Sanitation District Mechanic Level 2
- Sanitation District Sr Mechanic
- Sr Wastewater Treatment Plant Operator
- Sr Water Distribution Operator
- Sr Water Quality Control System Technician
- Senior Water Treatment Plant Operator
- Wastewater Treatment Plant Operator Apprentice Range A - G
- Wastewater Treatment Plant Operator Level 1
- Wastewater Treatment Plant Operator Level 2



- Water Quality Control System Technician
- Water System Operator

ii. An equity adjustment of two percent (2%) shall be applied to the following classifications:

- Biologist
- Chemist
- Environmental Lab Analyst
- Natural Resource Specialist Level I
- Natural Resource Specialist Level II
- Public Health Microbiologist
- Public Health Microbiologist Trainee
- Sr. Environmental Lab Analyst
- Sr. Natural Resource Specialist
- Sr. Public Health Microbiologist

c. Effective June 30, 2024, an equity adjustment of two and one half-percent (2.5%) shall be applied to the following classifications:

- Sanitation District Maintenance & Operations Assistant
- Sanitation District Maintenance & Operations Sr Technician
- Sanitation District Maintenance & Operations Technician
- Sanitation District Mechanic 3
- Sanitation District Mechanic Level 1
- Sanitation District Mechanic Level 2
- Sanitation District Sr Mechanic
- Sr Wastewater Treatment Plant Operator
- Sr Water Distribution Operator
- Sr Water Quality Control System Technician
- Senior Water Treatment Plant Operator
- Wastewater Treatment Plant Operator Apprentice Range A - G
- Wastewater Treatment Plant Operator Level 1
- Wastewater Treatment Plant Operator Level 2
- Water Quality Control System Technician
- Water System Operator

d. The following benchmarks and related classes for the 2022-25 labor agreement are as follows:

**Benchmark:** Water Quality Control System Technician

**Related Classes:**

- Sanitation District Maintenance & Operations Assistant
- Sanitation District Maintenance & Operations Sr Technician
- Sanitation District Maintenance & Operations Technician
- Sanitation District Mechanic 3
- Sanitation District Mechanic Level 1
- Sanitation District Mechanic Level 2
- Sanitation District Sr Mechanic
- Sr Wastewater Treatment Plant Operator
- Sr Water Distribution Operator
- Sr Water Quality Control System Technician
- Senior Water Treatment Plant Operator
- Wastewater Treatment Plant Operator Apprentice Range A - G
- Wastewater Treatment Plant Operator Level 1
- Wastewater Treatment Plant Operator Level 2
- Water System Operator

**Benchmark: Environmental Lab Analyst**

**Related Classes:**

- Biologist
- Chemist
- Natural Resource Specialist Level I
- Natural Resource Specialist Level II
- Public Health Microbiologist
- Public Health Microbiologist Trainee
- Sr. Environmental Lab Analyst
- Sr. Natural Resource Specialist
- Sr. Public Health Microbiologist

**Benchmark: Stationary Engineer 1**

**Related Classes:**

- Stationary Engineer 2
- Stationary Engineer 1 Apprentice

### **8.3 SALARY ADMINISTRATION**

a. Entry Step: Effective September 10, 2000, the entry step within the established range for each class shall be Step "5" unless specifically designated as Step "6", "7", "8", or "9". Except as otherwise provided below, any person appointed to a class shall receive the entry step of the range of such class.

b. Reemployment: Any person appointed in accordance with the rule governing reemployment following layoff shall receive compensation and benefits as

though he or she had been on leave without pay.

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

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

e. Promotion: Upon promotion an employee shall receive the lowest step in the new class which provides an increase of at least 5%. Extra-help employees shall be placed at the lowest step in the new class.

f. Transfer: Upon transfer an employee shall receive the same step in the new range as he or she received in the former range. For purposes of this provision, a transfer is a change between classes where the maximum salary rate of the class to which the transfer is made is less than 5% higher or is less than 5% lower.

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

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

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

j. Y-Rate Salary Increase: An employee for whom a Y-rate is established shall not receive any increase in salary until such time as his or her rate of compensation

is within the established range for the class, at which time the employee shall receive the highest step of the range. The employee shall receive a proportionate decrease in salary whenever a lower range is established for the class in the Agreement.

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

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

m. Entry Step Adjustments: When the entry step for a class is adjusted to above Step "5" in the Agreement, the salary step for each employee in the class shall be increased in proportion to the change in entry step; provided, however, that no employee shall advance beyond Step "9".

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

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

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

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

r. Recruitment: At the request of the appointing authority and subsequent to a recommendation by the Director of Personnel Services, the County Executive may approve a salary above the entry step for the class in order to recruit an individual in a regular position. Such salary placement under this provision shall not be subject to the grievance procedure. The Personnel Ordinance relating to Salary – Exceptional Qualifications (2.78.470) shall be applicable to employees in the bargaining unit.

s. All future salary increases will be calculated based upon the top step of the salary range. From that base, the remaining steps in the range will be determined by using a standard factor so that there is approximately 5% between the steps. At each

step in the range the increase may vary slightly from the percentage increase due to rounding.

## **8.4 SALARY STEP INCREASES**

a. Increases to steps above the entry step shall be based on performance and length of service. The employee must have earned the equivalent of at least twenty-six (26) biweekly pay period of full-time eligible service since his/her step increase date.

b. Except as otherwise provided herein, an employee's step increase date shall be the first full biweekly pay period in any class or the date of his/her last step increase, whichever is most recent.

c. An employee's step increase may be deferred while he/she is in provisional or probationary status. Upon receipt of a deferred increase, the employee's step increase date shall be the same as it would have been had the increase not been deferred; and retroactive payment will be made.

d. Upon change in class which results in a salary decrease, an employee shall retain the same step increase date.

e. Upon promotion, an employee shall receive a new step increase date when the salary increase is 9.5% or higher.

f. An employee in Step "9" shall have no step increase date, and service in Step "9" shall not be considered as eligible service for future step increases.

g. Continuous extra-help employment up to fifty-two (52) weeks of full-time service, or the equivalent, shall be considered as eligible service for a step increase for employees who are appointed to a regular position without a break in service; provided, however, that credit for extra-help employment shall be applied in the same manner as regular service for salary administration purposes only in respect to promotions, demotions and transfers during the extra-help employment period.

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

i. A step increase may be denied only for just cause.

## **8.5 PAY DIFFERENTIAL FOR ACTING SUPERVISOR OR ACTING LEADWORKER**

a. When an employee formally is assigned in writing as an acting supervisor or acting leadworker for relief necessitated by scheduled days off for a supervisor or leadworker, vacation relief, sick leave relief, or pending the filling of a vacant position for which civil service appointment processes have been initiated, he/she shall receive a five percent (5%) pay differential for the first through the forty-fifth workday in such an assignment.

b. No temporary assignment under these provisions shall continue for more than forty-five (45) working days. The purpose of this restriction is to prevent the pay

differential from being used to circumvent civil service appointment processes.

c. When an Assistant Underground Construction and Maintenance Specialist is assigned in writing as a leadworker of seasonal maintenance employees, he/she shall receive a 5% pay differential. No assignment under this provision shall continue for more than six (6) months nor shall reappointment be made to circumvent the intent that such assignments shall not continue longer than six (6) months.

## **8.6 NIGHT-SHIFT PAY**

Employees shall receive night-shift differential pay if more than half of their work period is before eight a.m. or after five p.m. Night-shift differential pay shall be seven and one-half (7½%) percent of the employee's standard daily or biweekly salary rate. Employees who regularly work a full workday which ends at eight p.m. or after shall receive night-shift pay.

## **8.7 HAZARD PAY**

a. Emergency Chlorine Leak Team Hazard Pay: Employees assigned to the Emergency Chlorine Leak Team shall receive a 7.5% differential, based on the employee's normal biweekly pay, each time the employee responds to an actual chlorine or sulfur dioxide leak (false alarms excluded). The determination of whether a chlorine or sulfur dioxide leak has occurred is not grievable. Effective November 22, 1998, in addition to the 7.5% differential outlined above, employees who have been assigned in writing to the Emergency Chlorine Leak Team shall receive a 2% differential.

b. Confined Space Team Hazard Pay: Effective June 25, 2006, employees assigned to a Confined Space Team in writing shall receive a 4% differential.

## **8.8 DIFFERENTIAL-ASBESTOS ABATEMENT TEAM MEMBERS**

Effective the first pay period of March 1995, any employee in the classification of Stationary Engineer I or II assigned to the Asbestos Abatement Team shall receive a 5% differential. Such assignment shall be made in writing. The differential shall only be paid on the days an employee is assigned to the Asbestos Abatement Team.

## **8.9 DIFFERENTIAL-CRANE AT THE TREATMENT PLANT**

Effective the first pay period of March 1995, any employee working at the Treatment Plant assigned to operate the Grove RT 422 Crane, number 557-401 shall be paid a 5% differential for actual hours assigned to operate the crane. (Example: If an employee works eight [8] hours during his/her shift, and operates the crane for three [3] hours, he/she shall receive the differential for three [3] hours). Such assignment shall be made in writing.

## **8.10 DIFFERENTIAL-BACKHOE AT THE TREATMENT PLANT/BRADSHAW OPERATIONS**

Effective November 22, 1998, any employee working at the Treatment Plant or Bradshaw Operations assigned to operate the Excavator Case 880C backhoe number 550-650 or a Excavator/backhoe with a working weight of 28,000 pounds or more shall be paid a 5% differential for actual hours assigned to operate the backhoe/excavator. (Example: If an employee works eight [8] hours during his/her shift, and operates the backhoe/excavator for three [3] hours, he/she shall receive the differential for three [3] hours.). Such assignment shall be made in writing.

## **8.11 DIFFERENTIAL – STATIONARY ENGINEERS AT JAIL SITES**

Any employee in the classification of Stationary Engineers I or II assigned to the Sacramento County Main Jail, Rio Cosumnes Correctional Facility, Juvenile Hall, or Mental Health Treatment Center shall be paid a 5% differential. Such assignment shall be made in writing.

## **8.12 INCENTIVE PAY FOR CALIFORNIA WATER ENVIRONMENT ASSOCIATION (CWEA) CERTIFICATION**

a. Employees in the classifications of Treatment Plant Operator I/II, Treatment Plant Operator III, and Treatment Plant Operator IV, will become eligible for incentive pay for CWEA Plant Maintenance certification, or above, of a maximum of 2.5%. Eligibility will be determined upon submission of evidence of the certification to the appointing authority.

b. For incentive pay to continue, the employee must continuously maintain a valid certification.

c. The appointing authority or designee may assign duties consistent with the use of the certification.

d. Effective June 25, 2006, this section will no longer be applicable to employees who do not currently possess this certificate. Employees already receiving the differential will continue to receive the differential as long as they continue to maintain the certification and they remain in their current class.

## **8.13 INCENTIVE PAY FOR STATE OF CALIFORNIA TREATMENT PLANT OPERATOR GRADE I CERTIFICATION**

a. Employees in the classes of Mechanical Maintenance Technician and Assistant Mechanical Maintenance Technician will become eligible for incentive pay for the State of California Treatment Plant Operator Grade I certification, or above, of a maximum of 2.5%. Eligibility will be determined upon submission of evidence of the certification to the appointing authority.



b. For incentive pay to continue, the employee must continuously maintain a valid certification.

c. The appointing authority or designee may assign duties consistent with the use of the certification.

d. Effective June 25, 2006, this section will no longer be applicable to employees who do not currently possess this certificate. Employees already receiving this differential will continue to receive the differential as long as they continue to maintain the certification and they remain in their current class.

#### **8.14 INCENTIVE PAY FOR INSTRUMENT SOCIETY OF AMERICA CERTIFICATION**

a. Employees in the classes of Water Quality Control Technician and Senior Water Quality Control Technician will become eligible for incentive pay for the Instrument Society of America certification of a maximum of 2.5%. Eligibility will be determined upon submission of evidence of the certification to the appointing authority.

b. For incentive pay to continue, the employee must continuously maintain a valid certification.

c. The appointing authority or designee may assign duties consistent with the use of the certification.

d. Effective June 25, 2006, this section will no longer be applicable to employees who do not currently possess this certificate. Employees already receiving this differential will continue to receive the differential as long as they continue to maintain the certification or the employees obtain the CWEA Certificate as described in Section 8.16 or 8.17.

#### **8.15 WASTEWATER INCENTIVE PAY (STATE WATER RESOURCES CONTROL BOARD)**

a. Employees working in the classes listed in paragraph b below are eligible for an incentive pay for obtaining the stated certifications from the designated organization. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the incentive pay to continue, the employee must continuously maintain a valid certification. The appointing authority or designee may assign duties consistent with the use of the certification.

b. State Water Resources Control Board Certificate:

- (1) 1% incentive pay to employees in the class of Wastewater Treatment Plant Operator Apprentice who obtain a Treatment Plant Operator Grade II Certificate.

- (2) 1% incentive pay to employees in the class of Wastewater Treatment Plant Operator who obtain a Treatment Plant Operator Grade III Certificate.
- (3) 1% incentive pay to employees in the class of Senior Wastewater Treatment Plant Operator who obtain a Treatment Plant Operator Grade IV Certificate.

## 8.16 WASTEWATER INCENTIVE PAY (CALIFORNIA WATER ENVIRONMENT ASSOCIATION)

a. Employees working in the Sanitation Districts Agency in the classes listed in paragraphs b. through d. below are eligible for an incentive pay for obtaining the stated certifications from the designated organizations applicable to the employee's current area of assignment as determined by the appointing authority. Employees are only eligible to receive incentive pay under one of the subsections below. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the incentive pay to continue, the employee must continuously maintain a valid certification. The appointing authority or designee may assign duties consistent with the use of the certification.

b. California Water Environment Association (CWEA), Plant Maintenance Series:

- (1) Plant Maintenance Grade I Certificate: 1% differential to employees in the classes of Wastewater Treatment Plant Operator (Level 1), Assistant Mechanical Maintenance Technician, Assistant Underground Construction and Maintenance Specialist and Water Quality Control Systems Technician who obtain this certificate.
- (2) Plant Maintenance Mechanical Technologist Grade II Certificate: 1% differential to employees in the classes of Wastewater Treatment Plant Operator (Level 2), Senior Wastewater Treatment Plant Operator, Mechanical Maintenance Technician, Underground Construction and Maintenance Specialist who obtain this certificate.
- (3) Plant Maintenance Electrical/Instrumentation Grade II Certificate: 1% differential to employees in the class of Senior Water Quality Control Systems Technician who obtain this certificate.
- (4) Plant Maintenance Electrical/Instrumentation Grade II Certificate: 3% differential to employees in the class of Water Quality Control Systems Technician who obtain this certificate.
- (5) Plant Maintenance Mechanical Technologist Grade III Certificate: 3% differential to employees in the classes of Wastewater

Treatment Plant Operator (Level 2), Senior Wastewater Treatment Plant Operator, Mechanical Maintenance Technician, Underground Construction and Maintenance Specialist who obtain this certificate.

- (6) Plant Maintenance Mechanical Technologist Grade III Certificate: 4% differential to employees in the classes of Wastewater Treatment Plant Operator (Level 1), Assistant Mechanical Maintenance Technician, Assistant Underground Construction and Maintenance Specialist and Water Quality Control Systems Technician who obtain this certificate.
- (7) Plant Maintenance Electrical/Instrumentation Grade III Certificate: 4% differential to employees in the class of Water Quality Control Systems Technician who obtain this certificate.
- (8) Plant Maintenance Electrical/Instrumentation Grade III Certificate: 3% differential to employees in the class of Senior Water Quality Control Systems Technician who obtain this certificate.
- (9) Plant Maintenance Electrical/Instrumentation Grade IV Certificate and Plant Maintenance Mechanical Technologist Grade IV Certificate:
  - (a) Those employees who were receiving the 4% differential as of May 5, 2009 for the Plant Maintenance Grade IV Certificate will continue to receive the differential as long as they maintain their certificate.
  - (b) Effective May 10, 2009, a 4% differential to employees in the class of Senior Water Quality Control Systems Technician and Water Quality Control Systems Technician who obtain a Plant Maintenance Electrical/Instrumentation Grade IV Certificate.
  - (c) Effective May 20, 2009, a 4% differential to employees in the classes of Wastewater Treatment Plant Operator (Level 2), Senior Wastewater Treatment Plant Operator, Mechanical Maintenance Technician, Underground Construction and Maintenance Specialist who obtain a Plant Maintenance Mechanical Technologist Grade IV Certificate.
- (10) Plant Maintenance Mechanical Technologist: 1% differential to employees in the classes of Sanitation District Mechanic I, II, III and Sanitation District Senior Mechanic who obtain a Mechanical Technologist certificate in any grade higher than the one required by the classification specification.

The above certificates are non-cumulative. This means employees may only receive the

incentive pay for obtaining one of the above certificates.

c. California Water Environment Association, Collection Series:

- (1) Collection Systems Grade I Certificate: 1% differential to employees in the Sanitation Districts Agency in the classes of Assistant Mechanical Maintenance Technician, Assistant Underground Construction and Maintenance Specialist who obtain this certificate.
- (2) Collection Systems Grade II Certificate: 1% differential to employees in the Sanitation Districts Agency in the classes of Mechanical Maintenance Technician, Underground Construction and Maintenance Specialist who obtain this certificate.
- (3) Collection Systems Grade II Certificate: 2% differential to employees in the Sanitation Districts Agency in the class of Sanitation District Maintenance and Operations Assistant.
- (4) Collection Systems Grade III Certificate: 3% differential to employees in the Sanitation Districts Agency in the classes of Mechanical Maintenance Technician and Underground Construction and Maintenance Specialist who obtain this certificate.
- (5) Collection Systems Grade III Certificate: 2% differential to employees in the Sanitation Districts Agency in the class of Sanitation District Maintenance and Operations Technician.
- (6) Collection Systems Grade III Certificate: 3% differential to employees in the Sanitation Districts Agency in the classes of Mechanical Maintenance Technician, Underground Construction and Maintenance Specialist, and Sanitation District Maintenance and Operations Assistant who obtain this certificate.
- (7) Collection Systems Grade IV Certificate: 4% differential to employees in the Sanitation Districts Agency in the classes of Mechanical Maintenance Technician and Underground Construction and Maintenance Specialist who obtain this certificate.
- (8) Collection Systems Grade IV Certificate: 2% differential to employees in the Sanitation Districts Agency in the class of Sanitation District Maintenance & Operations Senior Technician.
- (9) Collection Systems Grade IV Certificate: 3% differential to employees in the Sanitation Districts Agency in the class of Sanitation District Maintenance and Operations Technician.
- (10) Collection Systems Grade IV Certificate: 4% differential to employees in the Sanitation Districts Agency in the classes of

Mechanical Maintenance Technician and Underground Construction and Maintenance Specialist who obtain this certificate.

The above certificates are non-cumulative. Employees may only receive the incentive pay for obtaining one of the above certificates.

d. California Water Environment Association, Environmental Laboratory Series:

- (1) Laboratory Analyst I Certificate: 1% differential to employees in the class of Environmental Laboratory Analyst.
- (2) Laboratory Analyst II Certificate: 2% differential to employees in the class of Environmental Laboratory Analyst.
- (3) Laboratory Analyst II Certificate: 1% differential to employees in the class of Senior Environmental Laboratory Analyst, Biologist and Chemist.
- (4) Laboratory Analyst III Certificate: 3% differential to employees in the class of Environmental Laboratory Analyst, Senior Environmental Laboratory Analyst, Biologist and Chemist.
- (5) Laboratory Analyst IV Certificate: 4% differential to employees in the class of Senior Environmental Laboratory Analyst, Biologist and Chemist.

The above certificates are non-cumulative. Employees may only receive the incentive pay for obtaining one of the above certificates.

## **8.17 WATER RESOURCES INCENTIVE PAY (CALIFORNIA WATER ENVIRONMENT ASSOCIATION)**

a. Employees working in the Department of Water Resources in the classes listed in paragraph b. below are eligible for an incentive pay for obtaining the stated certifications from the designated organizations. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the incentive pay to continue, the employees must continuously maintain a valid certification. The appointing authority or designee may assign duties consistent with the use of the certification.

b. California Water Environment Association (CWEA), Plant Maintenance Series:

- (1) Plant Maintenance Grade I Certificate: 1% differential to employees in the class of Water Quality Control Systems Technician who obtain

this certificate.

(2) Plant Maintenance Electrical/Instrumentation Grade II Certificate:  
1% differential to employees in the class of Senior Water Quality Control Systems Technician who obtain this certificate.

(3) Plant Maintenance Electrical/Instrumentation Grade II Certificate:  
3% differential to employees in the class of Water Quality Control Systems Technician who obtain this certificate.

(4) Plant Maintenance Mechanical Technologist Grade III Certificate:  
4% differential to employees in the class Water Quality Control Systems Technician who obtain this certificate.

(5) Plant Maintenance Electrical/Instrumentation Grade III Certificate:  
4% differential to employees in the class of Water Quality Control Systems Technician who obtain this certificate.

(6) Plant Maintenance Electrical/Instrumentation Grade III Certificate:  
3% differential to employees in the class of Senior Water Quality Control Systems Technician who obtain this certificate.

(7) Plant Maintenance Electrical/Instrumentation Grade IV Certificate:

(a) Those employees who were receiving the 4% differential as of May 5, 2009 for the Plant Maintenance Grade IV Certificate will continue to receive the differential as long as they maintain their certificate.

(b) Effective May 10, 2009, a 4% differential to employees in the class of Senior Water Quality Control Systems Technician or Water Quality Control Systems Technician who obtain a Plant Maintenance Electrical/Instrumentation Grade IV Certificate.

The above certificates are non-cumulative. Employees may only receive the incentive pay for obtaining one of the above certificates.

## **8.18 NATURAL RESOURCES INCENTIVE PAY**

a. Employees working in the classes listed in paragraph b. below are eligible for an incentive pay for obtaining the stated certifications from the designated organization. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the incentive pay to continue, the employees must continuously maintain a valid certification. The appointing authority or designee may assign duties consistent with the use of the certification.

b. Wildlife Society: 2% incentive pay to employees in the classes of Natural Resources Specialist and Senior Natural Resources Specialist who obtain the Wildlife

## Biologist Certification.

c. International Society of Arboriculture (ISA) Certified Arborist: An employee in the classification of Natural Resources Specialist and Senior Natural Resources Specialist who possess an International Society of Arboriculture (ISA) Certified Arborist (ISA) may be assigned duties consistent with the use of such certification. In such case, the employee will receive a three percent (3%) differential. The assignment of duties consistent with the certification shall be made in writing. The County shall assign no more than two employees at the Sacramento Regional County Sanitation District (SRCSD) and no more than one employee at Regional Parks to this assignment.

## 8.19 WATER TREATMENT AND WATER DISTRIBUTION INCENTIVE PAY

a. Employees working in the classes listed in paragraphs b. and c. below are eligible for an incentive pay for obtaining the stated certifications from the designated organization. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the incentive pay to continue, the employee must continuously maintain a valid certification. The appointing authority or designee may assign duties consistent with the use of the certification.

b. State Water Resources Control Board, Water Treatment:

- (1) 2% incentive pay to employees in the Department of Water Resources in the classes of Senior Water Treatment Operator who obtain the Grade T3 Certificate or higher.
- (2) 2% incentive pay to employees in the Department of Water Resources in the classes of Water System Operator who obtain the T2 Certificate or higher.

c. State Water Resources Control Board, Water Distribution:

- (1) 2% incentive pay to employees in the classes of Senior Water Distribution Operator, and Senior Water Treatment Operator who obtain the Grade D3 Certificate or higher.
- (2) 2% incentive pay to employees in the classes of Water System Operator who obtain the Grade D2 Certificate or higher.

## 8.20 SPECIAL DUTY PAY – BACKFLOW PREVENTION TESTING

Employees who are assigned in writing to perform backflow prevention testing and who must obtain a Sacramento County Environmental Management Department certified backflow prevention assembly tester certificate will receive an additional 2% of pay. Eligibility will be determined upon submission of evidence of the certification to the

appointing authority. For the special duty pay to continue, the employees must continuously maintain a valid certification. The appointing authority or designee may assign duties consistent with the use of the certification.

## **8.21 SPECIAL DUTY PAY – COMMERCIAL DRIVERS LICENSE/ ENDORSEMENTS**

An employee who is required to maintain a Commercial Class A License, Commercial Class B License with Hazardous Material Endorsement (H or X) or Tanker Endorsement (N), or Commercial Class C License with Hazardous Material Endorsement (H or X) or Tanker Endorsement (N) as a condition of employment when the class specification does not make the same requirement for all of the positions within the class will receive an additional 1% of pay. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the special duty pay to continue, the employees must continuously maintain a valid certification. The appointing authority or designee may assign duties consistent with the use of the certification.

## **8.22 DIFFERENTIAL – CERTIFIED FORK LIFT INSTRUCTORS**

Any employee who is certified as a Fork Lift Instructor will receive a 5% differential for the entire day for every day he or she conducts the training.

## **8.23 DIFFERENTIAL –CERTIFIED AERIAL LIFT INSTRUCTORS**

Any employee who is certified as an Aerial Lift Instructor will receive a 5% differential for the entire day for every day he or she conducts the training.

## **8.24 BILINGUAL PAY**

- a. An employee shall be approved for bilingual-cultural pay if:
  - (1) The department head determines that bilingual skill is a requirement of the employee's position; and
  - (2) The employee agrees to utilize his or her bilingual ability and/or cultural knowledge on the job; and
  - (3) The employee is able to demonstrate bilingual proficiency that is satisfactory to the County; and
  - (4) The assignment is in writing and reviewed on an annual basis.
- b. Sign language may be treated as a bilingual skill pursuant to this subsection.
- c. Employees who qualify pursuant to the above shall be paid either:
  - (1) Oral skills differential of \$.80 (eighty cents) per paid hour per pay period; or
  - (2) Oral/written skills differential of \$1.00 (one dollar) per paid hour per pay period.

The Department of Personnel Services shall determine if the employee is qualified to



receive either the (1) oral skills differential or the (2) oral/written skills differential. Such determination of proficiency is not subject to Article V, Grievance and Arbitration Procedure.

## **8.25 CRANE OPERATORS**

An employee who is assigned in writing to operate a crane and is certified by the National Commission for the Certification of Crane Operators (NCCCO) shall receive a one percent (1%) differential for maintaining the appropriate crane operator certification. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the incentive pay to continue, the employee must continuously maintain the NCCCO certification.

## **8.26 LONGEVITY**

Effective June 19, 2022, permanent employees who reach ten (10) years of full-time service shall receive a 2.5% differential. Less than full-time permanent employees shall become eligible upon working the equivalent of ten (10) years of full-time service.

# **ARTICLE IX HOLIDAYS**

## **9.1 HOLIDAYS**

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

- (1) Such holidays as of July 1988, are January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, December 25, and every day on which an election is held throughout the State. Effective January 10, 1993, the aforementioned elections will be eliminated as holidays.
- (2) When January 1, February 12, March 31, July 4, November 11, or December 25 holidays fall on Sunday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the Monday following as a holiday with pay.
- (3) When January 1, February 12, March 31, July 4, November 11, or December 25 holidays fall on Saturday, regular employees who work in a unit for which the normal work schedule does not include

Saturday and Sunday shall be entitled to the preceding Friday as a holiday with pay.

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

b. Regular employees whose weekly two (2) days off are other than Saturday and Sunday shall be treated in the following manner.

- (1) If a holiday falls on such employees' day off, such employees shall be granted eight (8) hours compensating time off.
- (2) If such employees are required to work on a holiday, such employees shall receive overtime compensation in addition to eight (8) hours compensating time off.
- (3) If Christmas Day or New Year's Day falls on a Saturday or Sunday it will be treated as a holiday and the previous Friday or the following Monday will not be treated as a holiday.

c. If a holiday falls during regular employees' vacations, that day shall not be charged against the employees' accrued vacations.

d. Except as provided in Subsection a. and Subsection b., regular employees required to work on a holiday shall receive overtime compensation in addition to holiday pay.

e. Employees shall be allowed four (4) hours off work with pay on the last working day before Christmas or the last working day before New Year's. This time off shall be pro-rata for part-time employees. If the employees are unable, because of the needs of the service, to take such time off, they shall be credited with four (4) hours compensatory time off.

## **ARTICLE X LEAVES**

### **10.1 VACATION**

a. Vacation with pay shall be earned by regular and extra-help employees (as defined in Sections 2.78.240 and 2.78.276, County Code) based on the equivalent of full-time service from the date of appointment. Vacation credit shall accrue to the employees upon completion of the regular work assignment on the last day of the biweekly pay period in which it is earned.

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

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

\*eight-hour day

c. Employees shall be eligible to use accrued vacation as provided in this section. Employees who have more than six (6) months of service and who separate or are terminated from County service or who take military leave in excess of one-hundred eighty (180) days shall be paid the monetary value of their full terminal vacation. Any employees appointed in accordance with the rules governing reinstatement following resignation in good standing shall be considered as new employees; provided, however, that reinstated employees shall be eligible to use accrued vacation within the first six (6) months of service, subject to the needs of the department.

d. Whenever possible, vacations shall be granted at the time requested by the employees. 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.

e. Supervisors shall prepare for their organizational units a schedule of available vacation periods based on efficient staffing of the unit in relation to estimated workload. Employees shall indicate by order of preference the vacation period(s) desired. If employees request that their vacations be taken in two (2) or more non-continuous vacation periods, their seniority within current classifications shall apply to their first choice of vacation periods requested. Seniority shall also apply to second and subsequent choices in determinations involving employees' second and subsequent choices. Seniority shall be exercised only once by each employee in each successive choice of vacation periods.

f. The supervisors shall review these requests, resolve any conflict in favor of employees with the greater seniority within current classification, and recommend the completed schedule to the appointing authority or his/her designee. After the vacation schedule has been approved by the appointing authority, employees promoted into or transferred into a unit may not "bump" another employee's previously scheduled vacation period without that employee's consent.

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

## **10.2 SICK LEAVE WHILE ON VACATION**

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 promptly shall notify his/her department, and upon return to duty shall substantiate the need for, and use of, sick leave.

## **10.3 SICK LEAVE**

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

b. Sick leave credits may be used consistent with reasons in 10.3 (c) for the following relationships to the employee:

- 1) Self;
- 2) Child (biological, adopted foster, step, legal ward, or a child to whom the employee stands in loco parentis);
- 3) Parent (biological, adoptive, foster, step, legal guardian to employee or employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor child);
- 4) Spouse;
- 5) Registered Domestic Partner;
- 6) Grandparent;
- 7) Grandchild;
- 8) Sibling
- 9) Close relative or child who resides with the employee

c. Sick leave shall be provided for the relationships in 10.3 (b) for the following purposes:

- 1) Employee is physically or mentally unable to perform his/her duties due to illness, injury, dental work or medical condition, including pregnancy.
  - 2) Diagnosis, care for, an employee or employee's family member including childbirth (inclusive of transportation to and from medical facility);
  - 3) For an employee who is a victim of a crime as defined in Labor Code Sections 230(c) and 230.1(a) (for example, domestic violence, sexual assault, or stalking);
  - 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.
- e. The County may provide that sick leave credit for personal purposes received by an employee of the County be excluded from "wages" for the purpose of the Social Security Act in the same manner that such payments are excluded with respect to the employees of employers subject to the Federal Insurance Contribution Act.

#### **10.4 WELLNESS/SICK LEAVE INCENTIVE PROGRAM**

- a. Effective with Pay Period #14, beginning June 14, 1992, the County shall establish a Wellness Incentive Program. Eligible full-time regular employees who use twelve (12) hours or less of sick leave in Pay Periods #1 through #13 of any year shall receive a Wellness Certificate enabling them to take eight (8) hours off with pay during the following six-month period. Eligible full-time employees who use twelve (12) hours or less of sick leave in Pay Periods #14 through #26 of any year shall receive a certificate enabling them to take eight (8) hours off with pay during the following six-month period. The maximum of twelve (12) hours of sick leave usage will include any sick leave hours used under the Family Medical Leave Act. The certificate shall have no monetary value.
- b. Regular employees must be continuously on the County payroll and eligible to earn and use sick leave during the entire twenty-six-week period from Pay Periods #1 through #13, and from Pay Periods #14 through #26. Employees on unpaid leaves of absence during a portion of the designated twenty-six-week period are excluded for that time period. Any employees during the designated twenty-six-week period who receive pay pursuant to Labor Code Section 4850 or who receive SDI integration pursuant to Section 11.8 or who select the disability leave option pursuant to Personnel Ordinance Section 2.78.790(b)(2) (bb), are excluded from participation for that time period. Any employees who were temporary and transferred to permanent positions during the designated twenty-six-week time period are excluded for that time period.
- c. Part-time regular employees who work forty (40) or more hours per pay period shall be eligible to participate in the Wellness Incentive Program. The same

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

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

## **10.5 FAMILY DEATH LEAVE**

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

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

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

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

c. Such absence for family death shall be limited to time which is definitely required and shall not exceed five (5) days for any one (1) death. Family death leave benefits will be prorated for 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 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.

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

Regular employees shall be eligible to participate in the County's program of assignment of leave for catastrophic illness and other purposes. The County will provide the Union a copy of the standardized County Policies and Procedures regarding the implementation of this program.

## **10.7 PARENTAL LEAVE**

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

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

c. The maximum paid parental leave for a full-time regular employee shall be 160 hours. Parental leave shall be prorated for a part-time regular employee. Parental leave shall not extend beyond six (6) months from either: (1) the date of birth of the employee's child, or (2) in the case of adoption, the initial date of residence of such child

with the employee. The maximum 160 hours shall apply to each birth or adoption, regardless of the number of children born (twins, triplets, et cetera) or adopted.

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

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

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

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

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

a. Any regular County employee, other than an employee assigned to the Division of Voter Registration and Elections, may apply for paid leave from County employment 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 his/her 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 his/her 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 workday 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 his/her responsibilities as a poll worker and reported to his/her 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 shall not be counted in any computation of the total wages or compensation paid the employee by reason of his/her regular employment with the County.

c. Any regular County employee who qualifies and is approved for the County Employees as Volunteer Poll Workers Program will receive his/her regular pay while on paid leave from County employment for one (1) regularly scheduled workday 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 the employee's work hours. No overtime or compensatory time shall be earned or accumulated during such paid leave.

## **ARTICLE XI HEALTH AND WELFARE**

### **11.1 GENERAL PROVISIONS**

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

b. Dependent Eligibility: For all 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 twenty-three (23) years of age. Disabled dependents may be able to continue coverage beyond the limiting age if the disability occurred while the dependent was covered under a County-sponsored medical plan or prior to the dependent's 19<sup>th</sup> birthday, and is certified by a licensed physician.

c. Enrollment In Benefits Plans:

- (1) All new employees shall automatically be enrolled in the default level of medical, dental, and basic life insurance coverage. Employees shall be charged the applicable level of employee contribution, if any, for each plan. 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 County employment. Failure to make any change within the thirty (30) day initial enrollment period shall be 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 (3) 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 shall show proof satisfactory to the plan that the employee has other group medical insurance coverage.

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

## 11.2 MEDICAL INSURANCE AND HEALTH PLANS

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

- a. Tier A: Employees hired prior to January 1, 2007, will be placed in Tier A. Employees in Tier A shall remain in this tier unless they voluntarily elect to move to Tier B. Such election by an employee to move to Tier B shall be irrevocable once made. Tier A employees who are eligible to receive cash back will continue to be eligible with the exception that the benefit, when combined with any premium costs and FICA reductions, shall not exceed \$894.52 per month. The County will provide the following maximum contributions to Tier A employees:
  - (1) Effective January 1, 2007, the County's maximum contribution shall be 100% of the Kaiser family premium for 2007.

- (2) Effective January 1, 2008, the County's maximum contribution shall be 95% of the Kaiser family premium for 2008.
  - (3) Effective January 1, 2009, the County's maximum contribution shall be 90% of the Kaiser family premium for 2009.
  - (4) Effective January 1, 2010, the County's maximum contribution shall be 85% of the Kaiser family premium for 2010.
  - (5) Effective January 1, 2011, the County's maximum contribution shall be frozen at 80% of the Kaiser family premium for 2011.
- b. Tier B: The County shall provide an insurance contribution, henceforth known as Tier B, for employees starting employment with the County on or after January 1, 2007, and employees who were in Tier A and have voluntarily elected to participate in Tier B. The County contribution shall be reset annually on January 1 of each year. The County contribution amount shall be 80% of the premium amount for the health plan and level of coverage selected provided, however, that the maximum amount of the contribution shall be 80% of the premium amount for the least expensive, full coverage HMO health plan option offered by the County, for the level of coverage selected by the employee. The employee shall pay through payroll deduction any additional premium not paid by the County contribution that is required for the plan option and level of coverage selected by the employee, or the default coverage if the employee did not select another plan or waive coverage as specified under the provisions of this Agreement.
- c. Effective January 1, 2008, or later, as determined by the County, employees shall be provided with at least the following:
- (1) Medical Plan Options:
    - (a) A traditional Kaiser Foundation health maintenance organization plan
    - (b) A traditional non-Kaiser Foundation health maintenance organization plan
    - (c) Up to two (2) high deductible health plan options, with a voluntary health savings account.
  - (2) Elimination of the Catastrophic health plan.
  - (3) Coverage Levels: Status quo shall continue for employees desiring coverage under the County medical insurance plans. Employees may elect coverage under one (1) of the following levels:

(a) Employee only

(b) Family

Premiums for insurance coverage shall be based on the level of coverage selected.

- d. The default medical plan enrollment shall be the County's lowest premium high deductible health plan, employee only coverage. The employee shall be responsible for paying 20% of the premium for this coverage on a pre-tax, payroll deduction basis.
- e. All co-payments will remain at their respective 2006 levels for the duration of the Agreement.

### **11.3 RETIREE HEALTH SAVINGS PLAN**

Effective December 24, 2006, or as soon as administratively possible, the County shall establish a retiree health savings plan (RHSP) by contributing an amount of \$25.00 to the employee's RHSP each biweekly pay period.

### **11.4 DENTAL PLAN**

Employees in the unit shall enroll in the County's dental insurance plan. The County shall pay 100% of the cost for dental coverage for employees and covered dependents. The default level of dental insurance coverage shall be employee only coverage.

### **11.5 LIFE INSURANCE**

a. Basic Benefit: Effective January 1, 2008, the County will provide a default basic life insurance benefit of \$18,000 with no charge to the employee. The basic life benefit will include a dependent life benefit of \$2,000 (benefit reduction may apply prior to 6 months of age) automatically for each of the employee's dependent spouse/qualified dependent children. No enrollment is generally required except that Domestic Partners and/or their dependents must be enrolled in the program as the dependent of an employee in order to be eligible for the dependent benefit.

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

## **11.6 EMPLOYEE ASSISTANCE PROGRAM**

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

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

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

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

## **11.7 FLEXIBLE SPENDING ACCOUNTS**

Employees in the unit shall have access to the County's flexible spending account program, which provides employees with the options of dependent care assistance benefits with a calendar year maximum of \$5,000, and medical expense reimbursement benefits with a calendar year maximum of \$2,400. The County shall maintain this plan in compliance with IRC §125. Employee premiums for flexible spending account benefits shall be deducted on a pre-tax basis from employee pay.

## **11.8 STATE DISABILITY INSURANCE**

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

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

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

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

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

unpaid leave of absence from his/her appointing authority. Regardless of whether the employee continues to receive State Disability Insurance payments, once all County-paid leave balances are exhausted, County compensation shall cease unless the employee returns to work.

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

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

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

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

## **11.10 RETIREE HEALTH CONTRIBUTION**

a. The County will not provide a subsidy toward the payment of insurance premiums for medical or dental insurance for retirees.

b. If during the term of this Agreement a subsidy toward the payment of premiums for medical or dental insurance is added for retirees of another County employee bargaining unit, then the same subsidy will be provided to retirees in the Water Quality/Stationary Engineering Unit.

## **11.11 HEALTH CARE**

The parties recognize that during the term of this Agreement, it may be necessary to make changes to Article XI, Health Care, specifically coverage tiers, plan offerings, costs, and changes required by law. Health benefits shall remain unchanged through calendar year 2014. Where the County finds it necessary to make a one time change, the County shall notify Local 39 in writing. The parties agree to meet in good faith pursuant to G.C. 3500 et seq. Current health care benefits and coverage shall be maintained to the extent possible.

a. Any agreement resulting from such negotiations shall become an addendum to this Agreement.

b. Any changes resulting from this section will only be implemented if such change is applied to all bargaining units.

## **ARTICLE XII SAFETY AND TRAINING**

### **12.1 PROTECTIVE GEAR AND EQUIPMENT**

Protective devices, wearing apparel, and other equipment necessary to protect an employee from injury shall be provided by the County.

### **12.2 SAFETY SHOES**

a. Effective July 1, 2001, when it is determined by the County that the wearing of safety shoes/boots is required of certain employees, the County will provide a reimbursement up to \$200 per year for the purchase and maintenance of a prescribed shoe/boot. The employees will be required to provide proof of purchase or repair cost of the safety shoes/boots prior to reimbursement. The County will make a reasonable effort to reimburse employees no later than thirty (30) calendar days after the employees provide proof of purchase or repair cost of the safety shoe/boot. Any amount of purchase or repair costs of the safety shoe/boot that exceeds \$200 in the fiscal year shall be the responsibility of the employees and not eligible for reimbursement.

b. Effective July 1, 2002, the County will provide a reimbursement up to \$225 per year for the purchase and maintenance of a prescribed shoe/boot. Only purchases made on or after July 1, 2002, shall be eligible for the increased reimbursement.

c. Effective July 1, 2004, the County will provide a reimbursement up to \$250 per year for the purchase and maintenance of a prescribed shoe/boot. Only purchases made on or after July 1, 2004, shall be eligible for the increased reimbursement.

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

e. Employees receiving the reimbursement are required to wear the prescribed shoe/boot whenever on duty or be subject to disciplinary action.

### **12.3 COAT ALLOWANCE**

When the County requires employees in the classifications of Chemist, Biologist,



Public Health Microbiologist, and Senior Public Health Microbiologist, Environmental Lab Analyst, and Senior Environmental Lab Analyst to furnish and wear laboratory coats in the performance of their duties, the County shall reimburse such employees in the amount of \$70 each six (6) months in arrears, the first biweekly pay periods in January and July. Employees who are eligible for a coat allowance for less than the full six-month period shall receive a prorated payment. Effective the first pay period in July 1995, the amount paid every six (6) months shall increase to \$117.50. Effective with the payment due in January 2002, payments for Section 12.3, Coat Allowance, will be included with the regular biweekly salary paycheck, instead of a separate check.

#### **12.4 SAFETY GLASSES**

- a. When the County requires the use of safety glasses, the County will purchase and replace such glasses as prescribed below.
- b. An employee who needs prescription glasses and/or has prescription changes is expected to pay for his/her eye examination. The County will pay for the cost of the glasses due to such changes.
- c. If it is determined by the County that a particular employee is exposed to excessive sun glare, safety sunglasses will be provided to the employee at County expense. If both safety sunglasses and regular safety glasses are required on the job, both will be provided by the County.
- d. If County-provided safety glasses are damaged on the job, the County will pay the total cost of replacement.

#### **12.5 SAFETY INCENTIVE AWARD PROGRAM COMMITTEE**

The County and Union mutually agree to form a safety committee for the sole purpose of developing future safety incentive award programs for employees in the bargaining unit. It is understood that the purpose of the safety committee will be to participate in the development of any future safety incentive programs not those in effect as of July 1, 1997.

### **ARTICLE XIII PERSONNEL RULES**

#### **13.1 TRANSFER**

- a. An employee may transfer from one (1) department to another, within the

same class, with the approval of the appointing authorities of both departments.

b. An employee may transfer from a position in one (1) class to a position in another class with the prior approval of the Director of Personnel Services. Requests for transfers to another class shall be made in writing to the Director of Personnel Services. An employee may not transfer to a class for which he/she is not qualified.

### **13.2 REINSTATEMENT**

a. A former employee who held permanent status in a class at the time of resignation in good standing may be appointed to a vacancy in that class, or, with the approval of the Director of Personnel Services, to a lower class for which he/she is qualified. Reinstatement may take place only within three (3) years of the effective date of resignation. Reinstatement is subject to the discretion of the appointing authority.

b. A former employee who is reinstated to a temporary position, within three (3) years of resignation in good standing, may at the discretion of the appointing authority, and with the approval of the Director of Personnel Services, be further reinstated to a permanent position in the same class even though more than three (3) years has passed since the person resigned from the permanent position, provided there has been no break in the temporary service.

c. A permanent employee who has vacated a regular position to accept another position in a higher class in the same department, or in a class on the same level in the same department, under a provisional or temporary appointment, shall have a right to reinstatement to his/her former class upon the termination of his/her provisional or temporary appointment. With the written agreement of the appointing authorities of both departments, this provision shall apply also to an employee who accepts a provisional or temporary appointment in a department other than his/her department of permanent assignment.

d. Any former employee who held permanent status in a class at the time of resignation in good standing shall be required to serve the probationary period of any class to which he/she is reinstated if such reinstatement is to a permanent position.

### **13.3 MEDICAL EXAMINATIONS**

Persons appointed from a reemployment list or by reinstatement shall be employed contingent upon passing a medical examination provided at the County expense. Persons appointed from a reemployment list shall be approved for employment unless they are suffering from a communicable disease or are medically incapable of performing the duties of the position.

### **13.4 LEAVES OF ABSENCE**

a. A permanent employee may be authorized a leave of absence without pay. Such a leave shall entitle the employee to be absent from duty for a specified period of

time and for a specified purpose, with the right to return as provided in the approved leave.

b. A request for a leave of absence without pay shall be made in writing. Such leave shall be subject to approval of the appointing authority and the Director of Personnel Services. No employee shall be granted a leave of absence without pay until he/she has used all accrued leave or compensatory time off to which he/she is entitled. A leave may be granted for a period not to exceed one (1) year for the following purposes:

- (1) Illness beyond that covered by accrued leave.
- (2) Education or training which would benefit the County.
- (3) Other personal reasons, approved by the appointing authority and the Director of Personnel Services, when in their judgment County service or cost will not be adversely affected.

c. Leave of absence without pay shall be granted to an employee who is temporarily disabled due to pregnancy and who has exhausted all accrued leave and compensatory time off for which she is eligible. The leave shall cover a reasonable time before, during and after childbirth, based on her physical disability. If so required by the Director of Personnel Services, such disability shall be determined by the County Personnel Health Physician.

d. An employee may be granted an extension of a leave of absence without pay for more than one (1) year. Such an extension shall be based on unusual and special circumstances, and shall be subject to approval of the appointing authority and the Director of Personnel Services.

e. An employee may be granted a leave of absence without pay for a period not exceeding thirty (30) calendar days upon the discretion of the appointing authority. Such a short-term leave may be granted for any reason.

f. A leave of absence may be revoked by the Director of Personnel Services upon evidence that the cause for granting a leave was misrepresented or has ceased to exist.

g. A probationary employee may be granted a leave of absence without pay, for a period not to exceed one (1) year, to cover an illness, injury or other disability.

### **13.5 RESIGNATION**

An employee may resign from County service by submitting his/her written resignation to the appointing authority. The resignation shall be effective for all purposes upon its submission. However, an employee wishing to resign from the County service in good standing shall, at least two (2) weeks before his/her last day of actual work, submit

to his/her appointing authority a written resignation stating therein the last day he/she intends to work, unless such two (2) weeks' notice is waived by the appointing authority. A resignation, whether or not in writing, shall be effective and binding upon its submission to the appointing authority without any further action by any person.

### **13.6 DISABILITY RETIREE-RETURN RIGHTS**

a. This section applies to any 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.

b. When such person is returned to County civil service, he/she shall have permanent status in a position comparable to that held at the time of retirement. The returned person's seniority and benefits shall be based on service as of the time of retirement.

### **13.7 PAYROLL ERRORS**

a. This provision applies when the Director of Personnel Services determines that an error has been made in relation to the base salary, overtime cash payment, or paid leave accruals, balances, or usage or for medical insurance premiums or life insurance premiums. In such cases the County shall, for purposes of future compensation, adjust such compensation to the correct amount. The Director also shall give written notice to the employee. As used in this section:

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

b. If the error has resulted in an overpayment or underpayment, reimbursement shall be made to the County if the error was an overpayment, or by the

County if the error was an underpayment, in the amount which has 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 of salary, reimbursement of the overpayment shall be made through one (1) or a combination of the following methods:
  - (a) In cash payments(s) mutually agreed to by the employee and the Department of Personnel Services;
  - (b) Installments through payroll deduction to cover the same number of pay periods over which the error occurred. If the installments exceed 10% of the employee's base salary (including incentives and differentials), lower deductions may be made providing the lower deduction is at least 10% of the employee's base salary (including incentives and differentials).
- (2) In case of overcrediting of paid leave accruals, balances, or usage, a one-time only leave adjustment to CTO or vacation equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave). If the balances are not sufficient to cover the overpayment, payroll deductions of the overpayment from the employee's future salary shall be made in installments until the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge against future accruals shall not be permitted.
- (3) 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.
- (4) An employee whose employment terminated prior to full reimbursement of an overpayment shall have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County shall have the right to exercise other legal means to recover the additional amount owed.
- (5) Any amount of overpayment or underpayment for any period earlier than one (1) year prior to the date of the Director's initial written notice to the employee, shall be deemed waived and not reimbursable.

c. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of

any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

d. The provisions of this section apply only to errors involving base salary or overtime cash payment and paid leave accruals, balances, or usage. No provision of this Agreement shall preclude the correction or recovery by the County of past overpayments or other losses which result from errors involving other matters, such as insurance, retirement, social security and court ordered payments.

### **13.8 SELECTIVE CERTIFICATION FOR SPECIAL SKILLS**

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, shall be treated as if it is in a separate class for the purpose of applying seniority, layoff, and reemployment rights under Article XVI of this Agreement. All positions which are approved for the special skill shall be treated as if they are in the same class.

### **13.9 AUTOMATIC RESIGNATION**

a. If an employee fails to report to his/her worksite, and/or has given no notification to his/her appointing authority or direct supervisor, the employee shall be considered absent without leave. If an employee is absent without leave for five (5) consecutive workdays, such employee shall be considered to have voluntarily resigned from County service. A notice of automatic resignation shall be sent by certified mail to the employee's last known address. The last known address shall be deemed to be that address which is entered in the County's payroll system

b. If the employee desires to retain his/her employment with the County, the employee is required to submit a written statement to his/her appointing authority explaining to the satisfaction of the appointing authority the reasons for the absence and stating that he/she desires to return to his/her employment on a specific date or to request a leave of absence (LOA). If the employee fails to submit such a written statement to the appointing authority within seven (7) calendar days after the notice as defined in Subsection-a. above has been mailed to the employee, such failure shall constitute an automatic voluntary resignation from County service.

c. The written statement of the employee (see above) must be either personally handed to the appointing authority or delivered to the appointing authority by certified mail return receipt requested.

d. 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 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 his/her position; or
- (3) If the appointing authority consents to a leave of absence to commence upon reinstatement.

e. 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 XIV DEFERRED COMPENSATION**

### **14.1 DEFERRED COMPENSATION**

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

### **14.2 DEFERRED COMPENSATION – TEMPORARY EMPLOYEES**

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

b. The employee shall contribute 3.75% of his or her compensation for any period of service performed for the County while a participant in this plan. The County shall additionally credit an amount equal to 3.75% of the employee's compensation to the investment account maintained for each participant.

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

## **ARTICLE XV RETIREMENT REFORM**

### **15.1 MISCELLANEOUS RETIREMENT**

Effective October 3, 1982, all employees in the unit who were members of the

Sacramento County Employees' Retirement System prior to September 26, 1981, and who are granted a non-service connected disability retirement shall have benefits for non-service connected disability computed as prescribed by Section 31727.7 of the County Employees' Retirement Law of 1937.

## **15.2 RETIREMENT TIER 3**

a. Effective the pay period beginning June 27, 1993, the County shall establish a new retirement Tier. This new retirement Tier 3 shall be the same as the existing Tier 2, except that Tier 3 shall have a 2% post-retirement cost-of-living adjustment factor pursuant to Government Code Section 31870, whereas Tier 2 has no post-retirement cost-of-living adjustment factor.

b. Employees hired prior to June 27, 1993, who are members of Tier 2, shall be given a one-time opportunity to transfer to Tier 3. These employees who elect to transfer to Tier 3 also transfer their prior service credit in Tier 2 to Tier 3 with no additional employee contributions being required for the transfer of this prior service.

c. Effective June 9, 1993, the following language takes effect: The parties have previously agreed to add a third retirement tier option for bargaining unit employees, effective June 27, 1993. Under the terms of that agreement, all employees hired on or after June 27, 1993, were to be placed in Retirement Tier 2 upon employment, and provided the option to elect to move to Retirement Tier 3 within sixty (60) days. The parties agree that all employees hired after June 27, 1993, will be placed in Retirement Tier 3, with no option to elect Retirement Tier 2. All other provisions of the parties' previous agreement regarding Retirement Tier 3 remain in effect as agreed.

## **15.3 RETIREMENT ENHANCEMENT FOR MISCELLANEOUS**

a. Effective June 27, 2004, or sooner if agreement reached with all other recognized employee organizations representing miscellaneous members, the County will implement the 2% @ age 55 -1/2 plan and employee purchase of prior service credits to a maximum of four (4) years. The election to purchase shall be open ended with the employee purchase of the employee's share, County's share, and accumulated interest.

b. Reduction in CPI salary increase of 3.0% to offset increased retirement costs for miscellaneous members effective with the implementation date of retirement enhancement. If the CPI increase is less than 3.0%, the CPI for the next year will be further offset for the difference so that the total offset is 3.0%.

## **15.4 CONVERSION OF MISCELLANEOUS RETIREMENT TIER 2 SERVICE TO MISCELLANEOUS RETIREMENT TIER 3 SERVICE**

a. Effective January 1, 2007, or as soon thereafter as administratively possible, an employee currently in Miscellaneous Tier 2 in the Sacramento County Employees' Retirement System ('SCERS') will have the opportunity to make a one-time



election to convert to Miscellaneous Tier 3 status, and upon the effective date of such conversion, accrue all future service in Tier 3, at the contribution rates applicable to Tier 3, and with the retirement benefits attributable to the new Tier 3 service.

b. If an employee makes a timely election to convert from Tier 2 to Tier 3, the employee will have the opportunity to convert the employee's pre-existing Tier 2 service to Tier 3 service by paying the full actuarial cost for the conversion of the Tier 2 service to Tier 3 service, as determined by SCERS in consultation with its actuary, as of the date of commencement of the conversion.

c. The employee may pay for the conversion of Tier 2 service to Tier 3 service by lump sum payment or by installment payments over a period not to exceed five (5) years, in accordance with the limitations imposed by the United States Internal Revenue Service, as determined by SCERS' tax counsel, and in accordance with the service conversion rules established by SCERS. In order to receive credit for a Tier 2 to Tier 3 service conversion, payment for the conversion must be completed on or before the effective date of the employee's retirement. If a Tier 2 to Tier 3 service conversion is not completed on or before the employee's retirement date, a prorated amount of the Tier 2 service will be converted to Tier 3 service based on the amount paid by the employee as of the employee's effective retirement date.

d. Tier 2 to Tier 3 service conversions may be made in minimum increments of six (6) months. An existing installment payment plan to convert Tier 2 service to Tier 3 service must be paid off in full before an employee can initiate a new installment payment plan to convert additional Tier 2 service to Tier 3 service.

#### **15.5 TIER 4 MISCELLANEOUS EMPLOYEE RETIREMENT**

a. The County shall establish a Miscellaneous Employee Retirement Tier 4 based upon Government Code Section 31676.1, resulting in a 1.92% at age 60 formula, with a final compensation based upon the highest three-year average compensation pursuant to Government Code Section 31462, and shall have a post-retirement cost-of-living adjustment factor pursuant to Government Code Section 31870 to a maximum annual 2%. This retirement tier shall apply exclusively to employees first hired after implementation of the Miscellaneous Employee Retirement Tier 4.

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

c. Should the County, following the date of this agreement, implement a miscellaneous employee retirement tier with a higher benefit formula than that provided in Government Code Section 31676.1 to other unit or units, that higher benefit formula shall

also be implemented for the Water Quality/Stationary Engineering Unit.

## **15.6 TIER 5 MISCELLANEOUS EMPLOYEE RETIREMENT**

The County shall establish a Miscellaneous Employee Retirement Tier 5 based upon California Public Employees' Pension Reform Act of 2013, resulting in a 2% at age 62 formula, with a final compensation based upon the highest three-year average compensation pursuant to California Public Employees' Pension Reform Act of 2013. This retirement tier shall apply exclusively to employees hired on or after January 1, 2013.

## **15.7 EMPLOYEE CONTRIBUTION RATE**

a) 2014-15: Effective the first pay period of July 2014, employees will pay an additional one-third (1/3) of the difference, if any, between the present employee contribution and fifty percent (50%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act), as follows:

1. Misc - Tier 1 members: the employee contribution rate will increase 1.318%
2. Misc - Tier 2 members: the employee contribution rate will increase 1.183%
3. Misc - Tier 3 members: the employee contribution rate will increase 1.427%
4. Misc - Tier 4 members: the employee contribution rate will increase 0.190.%
5. Misc - Tier 5 members: the employee contribution rate will increase 0.023%

b) 2015-16: Effective the first pay period of July 2015, employees will pay an additional one-third (1/3) of the difference, if any, between the present employee contribution and fifty percent (50%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act), as follows:

1. Misc - Tier 1 members: the employee contribution rate will increase 1.318%
2. Misc - Tier 2 members: the employee contribution rate will increase 1.183%
3. Misc - Tier 3 members: the employee contribution rate will increase 1.427%
4. Misc - Tier 4 members: the employee contribution rate will increase 0.190.%
5. Misc - Tier 5 members: the employee contribution rate will increase 0.023%

c) 2016-17: Effective the first pay period of July 2016, employees will pay an additional one-third (1/3) of the difference, if any, between the present employee contribution and fifty percent (50%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act), as follows:

1. Misc - Tier 1 members: the employee contribution rate will increase 1.318%
2. Misc - Tier 2 members: the employee contribution rate will increase 1.183%
3. Misc - Tier 3 members: the employee contribution rate will increase 1.427%
4. Misc - Tier 4 members: the employee contribution rate will increase 0.190.%
5. Misc - Tier 5 members: the employee contribution rate will increase 0.023%

**ARTICLE XVI  
SENIORITY, LAYOFFS AND REEMPLOYMENT**

**DIVISION A  
APPLICATION-PURPOSES-RIGHTS**

**16.1 PURPOSE**

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

**16.2 DEFINITIONS AND INTERPRETATIONS**

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

- a. CETA Employee: A CETA employee is a person appointed under the provisions of the Comprehensive Employment and Training Act into an authorized CETA position. Such positions are federally funded and are established as separate classes so as to be distinct from the regular County classes which bear the same class title.
- 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 shall

have 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.

### **16.3 LAYOFF**

a. When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in a department, the order in which employees will be laid off within each class which is affected by the layoff shall be based on seniority as provided in Section 16.5.

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

c. Prior to the layoff of any probationary or permanent employee, any permanent employee who currently is serving in a temporary position in that class shall be separated and returned to the class in which the person holds permanent status in that department.

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

### **16.4 RIGHT TO DEMOTE**

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

- (1) If there is only one (1) other lower salaried class within the department in which the employee formerly held permanent status, the employee shall be demoted to that class. If there is no vacancy in that class and the demoting employee has less seniority than all other employees within the department in that class, the demoting

employee shall be laid off from that class and from employment.

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

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

- (1) The appointing authority of the department to which the employee requests transfer may, in the appointing authority's discretion, grant a request to demote if there is (a) a vacancy in the class within the department or (b) the requesting employee would not be the least senior employee in the new department within the class to which the request is made.
- (2) An employee whose request to demote to another department is

granted, shall be deemed for all purposes to have been laid off from the class from which the employee demotes.

- (3) Such right to request demotion shall not apply to a class to which an employee is demoted within the same department. The purpose of the right to request a demotion to another department is to avoid layoff from employment.

## **16.5 SENIORITY**

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

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

- (1) Employees with the earliest date of entry into continuous County service.
- (2) Employees with the highest standing on the eligible list from which the appointments to the applicable class were made.

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

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

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

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

## **16.6 JURISDICTION**

a. If an employee in a class covered by this article is laid off from that class and demotes to a class which is not covered by this article, then this article no longer applies in respect to the determination of the employee's seniority within the class to

which demotion occurs. In such cases, the determination of seniority within the class to which the employee is demoted, shall be based on the agreement of the new representation unit or the Sacramento County Code, whichever applies.

b. An employee employed under the Comprehensive Employment and Training Act (CETA) shall be laid off or separated in compliance with, and their right to demote within the department and to request demotion to another department shall be subject to, all requirements by congressional enactments, federal regulations and orders, and grant terms and conditions as they exist and apply on the effective date of layoff.

## **DIVISION B LAYOFF**

### **16.7 NOTICE OF LAYOFF**

a. Each employee subject to layoff shall be given written notice of layoff. The notice shall prescribe the effective date of layoff. The written notice shall either be personally handed to the employee, or mailed to the last known address. The last known address shall be deemed to be that address which is entered in the County's payroll system. The notice shall be deemed served on the date it is personally handed to the employee or on the date it is mailed to his/her last known address, as the case may be.

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

### **16.8 NOTICE TO UNION**

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

### **16.9 GRIEVANCE-ARBITRATION PROCEDURE**

The grievance-arbitration procedure set forth in Sections 16.10 through 16.20 shall apply to grievances concerning the validity or timeliness of service of notice of layoff, the order of layoff, or the identification of who is laid off under the order of layoff.

### **16.10 GRIEVANCE**

A grievance is a complaint by one (1) or a group of employees or the Union involving the interpretation, application or enforcement of the express terms of this article, and asserting that an employee or employees have not been 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.

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

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

b. All grievances on this subject shall be filed with the County's Office 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 shall be deemed invalid, null and void and a waiver of the employee's assert of his/her rights.

#### **16.12 DELIVERY TO UNION**

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

#### **16.13 COMPLAINTS BY UNION**

a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 16.12 or twenty-two (22) calendar days after the filing of a grievance by the Union, whichever is earlier, the Union shall file a consolidated complaint with respect to all such grievances. The complaint shall name each employee previously named in a grievance, who the Union 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 of layoff. Any employee named in a timely grievance filed by the Union or a timely employee grievance, who is not so named in the complaint, shall be deemed to have been validly and correctly identified for layoff under the order of layoff.

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

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

#### **16.14 ARBITRATION - SCHEDULING**

Timely complaints shall be submitted to and determined by an arbitrator. Each arbitration proceeding shall commence not earlier than ten (10) calendar days and not



later than thirty (30) calendar days following the date of filing of the complaint.

## **16.15 CONSOLIDATION OF PROCEEDINGS**

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

b. Consolidation shall be effected by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice shall designate the arbitrator for the consolidated hearing from among those specified in Subsection 16.16-a., or in the event of their unavailability, the arbitrator selected pursuant to Subsection 16.16-b.

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

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

e. If the Union withdraws from a consolidated proceeding, the County shall have a right to a reasonable continuance of any hearing of the Union'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 Union withdraws from a consolidated hearing, and subsequently an arbitrator makes a back-pay award under the Union's complaint, there shall be subtracted from the amounts owing any and all back-pay attributable to the period, between the date of an arbitrator's decision on the Union'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.

## **16.16 SELECTION OF ARBITRATOR**

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

b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation and Conciliation Service a list of five (5) arbitrators.

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

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

## **16.17 HEARINGS**

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

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

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

## **16.18 QUESTIONS**

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

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

## **16.19 DECISION**

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

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing or hearings. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state the reasons, discussion or contain reasoning, so long as the interpretation by the

arbitrator is specifically stated.

- b. The arbitrator shall not have jurisdiction or authority to order reinstatement, back pay or any other relief for any employee who is identified for layoff in violation of the terms of this article, unless the employee has been identified in both a timely grievance and a timely complaint.
- c. The arbitrator shall not have jurisdiction or authority to revise the order of layoff as to any employee except to the extent necessary to grant relief to an employee determined to have been assigned an improper order of layoff alleged in both a timely grievance and a timely complaint.
- d. The arbitrator shall have authority, in the event of a determination that an employee incorrectly identified for layoff in a timely grievance and a timely complaint, to order the reinstatement of such employee with back pay. For each employee so reinstated, the arbitrator shall determine and designate the employee currently working for the County who should have been identified instead, and shall order the layoff of each such employee. The order of layoff shall become effective fourteen (14) calendar days following service of the notice of layoff which results therefrom pursuant to Section 16.7.
- e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff of fewer personnel than ordered by the County, or which otherwise impairs the discretion of the County to determine the number of personnel within each department who will be employed.
- f. The arbitrator shall have no authority to add to, delete, or alter any provision of this article, but shall limit his/her decision to the application and interpretation of its express provisions.
- g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by those interpretations.
- h. The decision of the arbitrator shall be final and binding as to all matters within his/her jurisdiction.

## **16.20 COSTS**

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

## **DIVISION C REEMPLOYMENT**

### **16.21 ENTITLEMENT**

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

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

### **16.22 TYPE OF POSITION**

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

### **16.23 LIMITED-TERM AND CETA PERSONNEL**

- a. Personnel serving under limited-term appointments shall not be entitled to reemployment rights or to placement on either a departmental or County-wide reemployment list, whether or not they held permanent status as limited-term appointees in the class from which they were separated.
- b. The right of personnel employed under the Comprehensive Employment and Training Act (CETA) to reemployment lists, the order on such lists, and their priority of appointment from such lists shall be subject to and in compliance with all requirements established by congressional enactments, federal regulations and orders, and grant terms and conditions as such enactments, regulations, orders, terms and conditions may change and apply from time to time during the term of the article.

### **16.24 DEPARTMENTAL REEMPLOYMENT LISTS**

- a. The County shall prepare a departmental reemployment list for each class in each department in which an employee with permanent status in that class is laid off. As personnel are separated from a class in which they hold permanent status, their

names shall be added to the list for the class and department in which the layoff occurs in the inverse order in which they are separated from service in that class.

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

## **16.25 COUNTY-WIDE REEMPLOYMENT LISTS**

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

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

## **16.26 APPOINTMENT AND CERTIFICATION PRIORITIES**

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

- a. A vacancy in a class shall be filled first from the Medical Center transfer eligible lists prescribed in Section 7.7(d) of the Civil Service Rules, as that section existed prior to August 15, 1974. If the vacancy is not filled by appointment from the Medical Center transfer eligible list, then;
- b. The vacancy shall be filled from that departmental reemployment list for the class in which the vacancy exists and for the department in which the vacancy exists. Persons shall be appointed to vacancies in the order of the list.
  - (1) One (1) person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.
  - (2) A person to whom an appointment is intended to be offered may be contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless the person has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to the person's last known address, and the person has failed to accept the appointment in writing within five (5) calendar days following the date

of mailing of the notice.

- c. No persons shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name shall be certified for vacancy in excess of one (1).
  - (1) For each person who declines an offer of appointment, an additional name shall be certified.
  - (2) A person on the County-wide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as is specified in Subsection 16.26-b.(2).
  - (3) If there are fewer than three (3) names on the County-wide reemployment list, a rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

## **16.27 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS**

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

- a. Upon the expiration of two (2) years following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule. (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)
- c. Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Subsection 16.26-b.(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 he/she does not desire appointment from the list, or fails to file a written statement expressing his/her desire for appointment within five (5) calendar days following certified mailing to the person's last known address.

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

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

- a. Upon the expiration of two (2) years following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule. (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)
- c. In the event a person states in writing that the person does not desire appointment from the list, or fails to file a written statement expressing the person's desire for appointment within five (5) calendar days following certified mailing, to the person's last known address.
- d. Removal from the departmental reemployment list. The removal shall be from that County-wide reemployment list for the class to which the departmental reemployment list applied.
- e. Except as provided in paragraph c. of Section 16.27, a person shall be authorized to decline appointment to a class to which the person has been certified by submitting a written statement which objects to the appointment on the basis of the identity of the department, geographical location of the job, or shift schedule of the job. Such a declination shall not result in removal of the person from the County-wide reemployment list. The person shall not thereafter be certified for appointment to a vacancy which falls within the description of the written objection.

## **16.29 EFFECT OF REEMPLOYMENT**

- a. When a person is reemployed from either a department reemployment list or a County-wide reemployment list, the period of unemployment following the layoff shall not be treated as an interruption of service for purposes of reestablishing salary, benefits or seniority. The period of such unemployment shall be treated as County service for seniority purposes. However, with the exception of seniority, the period of unemployment shall not be treated as County service for any other purposes.

b. 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 shall be entitled to reinstatement of any sick leave balances that had previously accrued to that employee as of the effective date of lay-off.

### **16.30 SERVICE OF REEMPLOYMENT LISTS**

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

b. Not later than July 5 of each year, the County shall serve by mail upon the Union a set of copies of all County-wide reemployment lists and all departmental reemployment lists for classes covered by the article. Such service shall be made once, and shall include all such lists prepared between the date of service pursuant to paragraph a. and June 30, inclusive.

### **16.31 GRIEVANCE-ARBITRATION PROCEDURE**

The grievance-arbitration procedure set forth in Sections 16.32 through 16.38 shall be applicable only to disputes arising under Division C of this article.

### **16.32 EXISTENCE, ORDER AND CONTENTS OF REEMPLOYMENT LISTS**

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

b. No later than twenty (20) calendar days following each service of reemployment lists upon the Union, the Union shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list required by this article, has established a reemployment list prohibited by this article, the order of personnel contained on any one or more of the lists violates the provisions of Sections 16.21, 16.22, 16.23, 16.24, 16.25, or 16.26, 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.

(1) The grievance shall specifically identify:

(a) The list or lists to which the grievance refers.

(b) 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.

- (c) The names of any personnel alleged to have been erroneously placed upon or omitted from the list or lists; and
  - (d) The changes in lists alleged to be required in order to remedy the alleged violations.
- (2) The grievance shall be filed with the County's Director of Labor Relations, and shall be received by the Director not later than twenty (20) calendar days following service of the lists pursuant to Section 16.30.
- (3) The failure of the Union to file a grievance within the time required herein shall constitute a waiver of the right to challenge the matters referred to in this section, which is binding upon the Union and all other persons.

### **16.33 OTHER MATTERS**

a. Except as to matters referred to in Section 16.32 the Union and any persons laid off from a class covered by this article shall be authorized to file a grievance alleging a violation of Sections 16.21 and 16.29.

b. Such grievances shall be filed on forms prescribed by the County with the County's Office of Labor Relations not later than ten (10) working days after the event or circumstance occasioning the grievance. Any grievance not received by the Director within said period shall be deemed invalid, null and void.

c. Any grievance filed pursuant to this section other than one filed by the Union shall be transmitted by mailed copy to the Union not later than five (5) calendar days after it is filed.

### **16.34 PRE-ARBITRATION HEARING**

a. A hearing shall be held by the County Executive or his/her designee on all grievances filed pursuant to the provisions of Sections 16.32 and 16.33, not later than ten (10) working days following the date of filing. The Union shall be given advance written notice of the time, date and place of all such hearings, and shall be authorized to appear and participate therein.

b. If the County Executive or his/her designee determines that a grievance shows a violation of this article and is otherwise timely and within the scope of the grievance-arbitration provisions, he/she shall be authorized to take all actions necessary to grant relief, including the layoff of any employees who have been employed in violation of the provisions of this division relating to reemployment.

c. The County Executive or his/her designee shall issue a written decision not

later than five (5) working days following the date of the hearing, and shall mail copies to the grievant or grievants and the Union.

### **16.35 REQUEST FOR ARBITRATION**

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

- a. The request for arbitration shall be in writing, and shall be filed with the Office of Labor Relations not later than seven (7) calendar days after mailing of the decision of the County Executive or his/her designee. If the Union fails to file a request for arbitration within the time required, the decision by the County Executive or his/her designee shall be deemed final, binding and conclusive upon all issues determined therein.
- b. In formulating and filing the request for arbitration or by not filing a request for arbitration, the Union shall have authority to waive the claims of persons who have filed grievances or others which it elects not to file. The failure to assert such claims shall be deemed to be a waiver of such claims and rights which is binding upon the Union, the persons who have filed grievances, and the personnel covered by this article.

### **16.36 ARBITRATION SCHEDULING**

Timely requests for arbitration shall be submitted to and determined by an arbitrator. Each arbitration proceeding shall 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.

- a. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree, the arbitrator shall be appointed by the State Mediation and Conciliation Service.
- b. Except as otherwise mutually agreed or otherwise provided herein, the arbitration hearings shall be conducted in accordance with the rules of the American Arbitration Association.
- c. The parties to the proceedings shall be deemed to be the County and the Union, and no employee, group of employees or other person shall be deemed to be parties to the proceedings.

### **16.37 DECISION**

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

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing. The decision shall be in writing, shall

specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.

- b. The arbitrator shall not have jurisdiction or authority to 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 shall 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 shall have no authority to add to, delete or alter any provision of this article, but shall limit his/her decision to the application and interpretation of its express terms.
- e. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators and subsequent arbitrators shall be bound by the interpretations by prior arbitrators of the terms of this article.
- f. The decision of the arbitrator shall be final and binding as to all matters within his/her jurisdiction.

### **16.38 COSTS**

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

## **DIVISION D MISCELLANEOUS**

### **16.39 WITNESSES**

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

## **ARTICLE XVII**

## MISCELLANEOUS

### 17.1 TRANSIT PASS

The transit subsidy shall be increased to \$75 per month effective July 1, 2018.

### 17.2 CONTINGENCY PROVISION

If the implementation of any provision of this Agreement would reduce County revenue pursuant to 1991 State Legislation, then such provision will not be implemented and the parties will meet and confer on alternatives.

### 17.3 TUITION REIMBURSEMENT

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

### 17.4 MILEAGE REIMBURSEMENT

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

### 17.5 WATER AND WASTEWATER CERTIFICATION EXAMINATION REIMBURSEMENT

a. Effective November 22, 1998, the County shall reimburse employees in the unit for the fee charged for the State of California Water and Wastewater Certification examinations. The reimbursement will be a one-time reimbursement made upon successful completion of examination. The reimbursement will apply to those employees who take the examination subsequent to the effective date of this provision.

b. The County shall reimburse Sanitation District Maintenance and Operations Assistants for the fee charged by the California Water Environment Association (CWEA) for the examination fee for the CWEA Grade I Collection System Maintenance Certificate.

c. The County shall reimburse Sanitation District Maintenance and Operations Technicians for the fee charged by the California Water Environment Association (CWEA) for the examination fee for the CWEA Grade II Collection System Maintenance Certificate.

d. The County shall reimburse Sanitation District Maintenance and Operations

Senior Technicians for the fee charged by the California Water Environment Association (CWEA) for the examination fee for the CWEA Grade III Collection System Maintenance Certificate.

e. The County shall reimburse Senior Wastewater Treatment Plant Operators for the fee charged by the California Water Environment Association (CWEA) for the examination fee for the CWEA Plant Maintenance and Mechanical Technologist Certificate.

f. The County shall reimburse employees in the Sanitation District Mechanical classification series for the fee charged by the California Water Environment Association (CWEA) for the examination fee for the CWEA Mechanical Technologist Certificate.

g. Appropriate verification of successful completion of the examination is required in order to receive the reimbursement.

## **17.6 RENEWAL OF WATER AND WASTEWATER CERTIFICATIONS REIMBURSEMENT**

a. Effective November 22, 1998, the County shall reimburse employees in the unit for fee charged by the State of California to renew their Water and Wastewater Certifications. The reimbursement will apply to those employees who are required to maintain the certification as a condition of their employment. The reimbursement will apply to those employees who renew their Water or Wastewater Certification subsequent to the effective date of this provision.

b. The County shall reimburse Sanitation District Maintenance and Operations Assistants for the member fee charged by the California Water Environment Association (CWEA) for the renewal of the CWEA Grade I Collections System Maintenance Certificate.

c. The County shall reimburse Sanitation District Maintenance and Operations Technicians for the member fee charged by the California Water Environment Association (CWEA) for the renewal of the CWEA Grade I or Grade II Collections System Maintenance Certificate.

d. The County shall reimburse Sanitation District Maintenance and Operations Senior Technicians for the member fee charged by the California Water Environment Association (CWEA) for the renewal of the CWEA Grade II or Grade III Collections System Maintenance Certificate.

e. The County shall reimburse Senior Wastewater Treatment Plant Operators for the member fee charged by the California Water Environment Association (CWEA) for the renewal of the CWEA in accordance with the job class specification Certificate.

f. The County shall reimburse employees in the Sanitation District Mechanic

classification series for the member fee charged by the California Water Environment Association (CWEA) for the renewal of the CWEA in accordance with the job class specification Certificate.

g. Appropriate verification of the renewal of the employee's Water or Wastewater Certification is required in order to receive the reimbursement.

## **17.7 LETTER OF REPRIMAND**

a. Each employee shall be given an opportunity to read and sign formal letters of reprimand prior to the placement of such material in his/her personnel file. The employee shall receive a copy of the letter of reprimand. A "letter of reprimand" is a written censure of an employee. Letters of reprimand shall be given only for just cause.

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

c. Upon request of the employee, such formal letter of reprimand shall be withdrawn from the employee's official personnel file two (2) years from the date of issue provided there has not been additional formal discipline which includes letters of reprimands during the two (2) year period.

## **ARTICLE XVIII DISCIPLINE AND DISCHARGE**

### **18.1 PURPOSE**

It is the intent of the parties that the provisions of this article, shall substitute for any and all appeal procedures provided by the Civil Service Commission relating to the discipline, as defined in Section 18.2 below, of employees in a class included in the Water Quality/Stationary Engineering Unit.

### **18.2 DEFINITION**

a. As used herein, "disciplinary action" means demotion, reduction in pay step in class, suspension or discharge of an employee with permanent civil service status.

b. As used herein, "parties" means the County and the Union.

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

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

## 18.4 APPLICATION

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

## 18.5 CAUSE FOR DISCIPLINARY ACTION

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

- a. Fraud in securing appointment.
- b. Incompetency.
- c. Inefficiency.
- d. Inexcusable neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Under the influence of alcohol and/or drugs while on duty
- h. Inexcusable absence without leave.
- i. 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.

- j. Discourteous treatment of the public or other employees.
- k. Political activity prohibited by state or federal law.
- l. Willful disobedience.
- m. Violation of any of the prohibitions set forth in Section 71 of the Sacramento County Charter.
- n. Refusal to take and sign any oath or affirmation which is a federal, state or County requirement.
- o. Any failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the County or his/her employment.
- p. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification.
- q. Any violation of Civil Service Commission Rule 6.6-a which prohibits the solicitation of waivers.
- r. Failure to pay a service fee, or a contribution required in lieu of a service fee, pursuant to an agency shop provision in a labor agreement between the County and a recognized employee organization, where the disciplinary action in question is provided for in such agreement.

## **18.6 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 his/her job. Any such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 18.5.

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

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

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



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

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

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

## **18.8 APPEAL**

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

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

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

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

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

## **18.9 MEDIATION OF A DISCIPLINARY ACTION**

a. Prior to the arbitration hearing the Union may request mediation. Mediation shall take place on the first and third Tuesday of each calendar month. Subsequent days for mediation will be scheduled, if necessary. The parties agree to mutually select a

panel of mediators. If the parties are unable to select a panel of mediators, they shall utilize the State Mediation and Conciliation Service.

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

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

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

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

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

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

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

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

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

### **18.10 SELECTION OF ARBITRATOR**

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

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

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

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

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

### **18.11 AMENDED OR SUPPLEMENTAL ORDER**

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

### **18.12 DISCOVERY**

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

(1) Those allegations in the order of disciplinary action which are

admitted by the employee and those allegations in the order of disciplinary action which are denied by the employee.

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

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

c. Procedure for Discovery:

- (1) Personal Service: At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such hearing, any party may personally serve a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection (a) above.

- (2) Service by Mail: At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set for such hearing, any party may serve, by first-class mail, a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection a. above. The effective date of service shall be the date of the postmark.
- (3) Response: Within twenty (20) calendar days of receiving the request mentioned in (1) and (2) above, the responding party shall prepare and serve a response to the request. Such response shall be served upon the requesting party, or representative of record, by the same means as service of the request was made.
- (4) Request to be Deemed Continuing Request: The discovery request is a continuing request, which requires a continuous response. Where new or additional information becomes available to the responding party, such information shall forthwith be furnished to the requesting party, or representative of record.
- (5) Negative Response: In the event the responding party does not have an item of the information requested, the responding party shall give a written negative response as to that particular item within the time specified for response, but shall respond fully as to the information which the responding party does possess. The responding party shall comply with (4) above after such negative response.
- (6) Disputes: Any dispute between parties regarding discovery shall be resolved by the arbitrator.
- (7) Penalties for Failure to Comply: The arbitrator shall impose penalties for failure to comply with this subsection. These penalties shall be based upon the seriousness of the failure to comply, the good or bad faith of the non-complying party, and the extent to which the non-compliance results in surprise to the requesting party and handicaps the requesting party in preparing the case. The following penalties may be imposed:
  - (a) Exclusion of evidence;
  - (b) Continuing the hearing at any stage; or
  - (c) Upon proof of a willful or repeated violation, the arbitrator shall determine the issue against the noncomplying party.

### **18.13 TIMING AND CONDUCT OF HEARING**

- a. The arbitration hearing shall be held at the earliest administratively

convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing may be a private or public hearing as determined by the employee.

1. After an arbitrator has been selected and dates have been circulated, any failure by the appellant to select an arbitration date within thirty (30) days shall result in the withdrawal of the appeal, unless such failure is a result of the inaction of the County. In circumstances where a date is not selected within thirty (30) days because the parties were unable to find a common date amongst those provided, the appeal shall not be considered withdrawn.
2. In the event of a cancellation of a scheduled arbitration, the parties will select replacement date within fifteen (15) days, any failure by the appellant to select a replacement date within fifteen (15) days shall result in the withdrawal of the appeal, unless such failure is a result of the inaction of the County. In circumstances where a date is not selected within thirty (30) days because the parties were unable to find a common date amongst those provided, the appeal shall not be considered withdrawn.
  - b. The employee shall be represented by the Union and counsel chosen by the Union.
  - c. The employee shall be entitled to appear personally at the hearing and produce evidence.
  - d. The appointing authority may also be represented by counsel.
  - e. At the hearing, the appointing authority shall have the burden of going forward first with evidence in support of the allegations contained in the order of disciplinary action and shall have the burden of establishing the facts by a preponderance of the evidence. The arbitrator may administer oaths and take official notice of facts as authorized by law.
  - f. Oral evidence shall be taken only on oath or affirmation.
  - g. A court reporter shall take a transcript of the hearing.
  - h. The arbitrator may consider the records or any relevant prior disciplinary actions against the employee which are final, and any records contained in the employee's personnel files if such records were introduced at the arbitration hearing.
  - i. Each Party Shall Have These Rights: To call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness; and to rebut evidence. The appellant may be called and examined as if under cross-examination.
  - j. The hearing need not be conducted according to technical rules relating to

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

#### **18.14 SUBPOENAS**

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

#### **18.15 DECISION**

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

b. If good cause for discipline is found, the arbitrator shall 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.

#### **18.16 FINALITY OF DECISION**

The decision of the arbitrator shall be final and binding.

#### **18.17 COSTS**

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

#### **18.18 WITNESSES**

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

**ARTICLE XIX  
TRANSITION OF WEST SACRAMENTO EMPLOYEES**

**19.1 TRANSITION OF CLASSIFICATIONS**

a. The City of West Sacramento employees will transition from their existing classifications to the following County of Sacramento classifications:

<u>City of West Sacramento Classification</u>	<u>County of Sacramento Classification</u>
Lab Assistant	Lab Assistant
Lab Analyst	Environmental Lab Analyst
Senior Lab Analyst	Sr. Environmental Lab Analyst
Industrial PreTreatment Inspector Trainee	None
Industrial PreTreatment Inspector I	Industrial Waste Inspector (Lv I)
Industrial PreTreatment Inspector II	Industrial Waste Inspector (Lv II)
Treatment Plant Mechanic I	Assistant Mechanical Maintenance Technician
Treatment Plant Mechanic II	Mechanical Maintenance Tech
Wastewater Treatment Plant Operator I	Treatment Plant Operator (Level I)
Wastewater Treatment Plant Operator II	Treatment Plant Operator (Level II)
Wastewater Treatment Plant Operator III	Treatment Plant Operator III

b. If job classifications or specifications for the affected classes change at any time before the completion of the transition of the City employees to the Sacramento Regional Wastewater Treatment Plant (SRWTP), the City/County transition team will meet and confer with the Union upon request for the sole purpose of bargaining the impact such changes may have on the agreed upon comparison chart of the classes.

**19.2 COMPENSATION PACKAGE**

Seven (7) months prior to transition, a comparison of the effective compensation package will be completed for each transitioning City of West Sacramento employee as agreed to between the County and the Union (see chart that follows). Such transitioning employees shall be moved to the County's salary system at no higher than the top step. If placement at the top step results in a loss of effective compensation, that amount will be paid pursuant to a separate agreement between the City of West Sacramento and Local 39. The City/County transition team will meet with the Union to discuss and prepare for the transition and will prepare final charts thirty (30) days before transition.



Current City Class – Class Title  
County Match – Class Title

	City	County	Difference in Effective Compensation
<b>SALARY &amp; SUPPLEMENTS</b>			
Current Monthly Salary	Current City Salary Step	Equivalent County Salary Step	
Employee Retirement Contribution	(\$ amount based upon contribution rate)	(\$ amount based upon contribution rate)	
Uniform Allowance		Current Amount	
Subtotal			
<b>INSURANCE BENEFITS</b>	Maximum contributions	Maximum contributions	
Health			
Dental			
Vision			
Life			
Long Term Disability			
Subtotal			
<b>EDUCATION/OTHER</b>	Incentives the employee is receiving 30 days prior to transition		
Education Incentive			
Other Incentive			
Subtotal			
<b>OTHER BENEFITS</b>	Any special recognition amount the employee is receiving 30 days prior to transition		
Special Recognition			
Subtotal			
<b>GRAND TOTAL</b>			

**19.3 VACATION**

a. **Vacation Accruals:** At the time of transition, City employees will retain their vacation accrual rates. If, based upon the employee's total years of service, the County's accrual rate is greater, the employee will transition to the higher rate.

b. **Vacation Balances:** All vacation balances will be brought over to the County.

#### **19.4 SICK LEAVE**

a. **Sick Leave Accruals:** Upon transition to County employment, City employees will accrue sick leave at the County rate of 4.6 hours per pay period.

b. **Sick Leave Balances:** City employees may bring over their entire sick leave balances upon transition to County employment.

c. **Sick Leave Payoff:** At the time of transition, City employees may elect to be paid off for half of their sick leave balances. This pay-off will be funded by the Sacramento Regional County Sanitation District.

#### **19.5 SENIORITY**

a. Effective November 1, 2006, City of West Sacramento employees shall be placed in the seniority ladder per the list below. These employees will be afforded seniority privileges for all rights and choices that are subject to seniority in the County system for their assigned classification.

b. City of West Sacramento employees on the list below that are promoted after the signing of this Agreement will have their date of promotion serve as their seniority date for purposes of vacation bidding and shift bidding. For purposes of layoff, seniority for these employees will be based on date of hire with the City of West Sacramento.

c. City of West Sacramento employees hired after November 1, 2006, will be assigned seniority placement based on the date of hire in their classification at the time of transition.

d. In event of layoff, transitioning City employees will have reduction in force rights that will include their ability to demote into County classes that are comparable to any City classes they previously held.

e. In the event of any classification changes at the City or County, the parties agree to discuss the impact of these changes on seniority placement for both City and County employees.

#### **Treatment Plant Operator (Levels 1 and 2)**

Rank	Name	Level	Seniority Date
1	Cisneros, Rudy A.	2	08/19/84
2	Pritten, David E.	2	09/06/88
3	Swett, Donald W.	2	07/30/89
4	Miller, Ivan D.	2	09/24/89
5	Jacobs, Washington	2	04/07/91
6	Harvey, Phyllis G.	2	02/04/96
7	Flores, Miguel	1	04/25/99
8	Silva, Jess		02/16/01
9	Grant, Lawrence	2	01/27/02
10	Velarde, Mark	2	01/27/02
11	Perez, Jose	1	06/10/02
12	Knight, Burke	1	12/16/02
13	Tran, Walley	1	02/18/03
14	Guzman, Salvador	1	04/20/03
15	Abeel, Susan	1	05/19/03
16	Klujsza, Thomas	1	11/17/03
17	Gauding, Randy	1	12/15/03
18	Suan, Joel	1	02/22/04

**Treatment Plant Operator III**

Rank	Name	Seniority Date
1	Price, Randal A.	02/24/91
2	Espinoza, Luis	05/30/93
3	Franks, John	04/20/03

**Industrial Waste Inspector Level I/II**

Rank	Name	Seniority Date
1	Conkling, Deanna	11/05/00

**Environmental Lab Analyst**

Rank	Name	Seniority Date
1	Fong, Roy	12/02/79
2	Vreeland, John	06/23/91
3	Yerby, Michael	07/09/95
4	Chew, Loren	12/14/03

**Senior Environmental Lab Analyst**

Rank	Name	Seniority Date
1	Tufts, Kimberly	12/29/02
2	Cook, Michael	07/28/03
3	Abellanos, Leonora	09/21/03

**Mechanical Maintenance Technician**

Rank	Name	Seniority Date
1	O'Connor, Peter	03/10/91
2	Conkling, Patrick D.	08/25/91
3	Driver, James E.	05/03/92
4	Irwin, Robert B.	01/22/95
5	Helm, Rodney H,	07/18/99
6	Kloss, Justin	02/25/01
7	Marshall, Matthew	01/14/02
8	Powell, Michael	02/24/02

**19.6 CASH-BACK FEATURE FOR MEDICAL INSURANCE OR HEALTH PLAN**

City of West Sacramento WWTP employees hired prior to November 22, 1998, by the City who transition to the County will be treated like all County employees hired prior to November 22, 1998, with regard to medical insurance or health plan coverage and the cash back.

ARTICLE XX  
TERM

20.1 TERM

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

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

DATED: 7/14/22

STATIONARY ENGINEERS, LOCAL 39  
INTERNATIONAL UNION OF OPERATING  
ENGINEERS, AFL-CIO

COUNTY OF SACRAMENTO

By: Bart Florence  
Bart Florence, Business Manager

By: Vanessa De Leon  
Vanessa De Leon,  
Chief Negotiator

Jeff Gladieux  
Jeff Gladieux, President

Nicole Simons  
Nicole Simons

Charlie Solt  
Charlie Solt,  
Director of Public Employees

Michael Melady  
Michael Melady

Scherita V. Adams  
Scherita V. Adams,  
Business Representative

Greg Nowakowski  
Greg Nowakowski


Eric Schiefelbein  
Eric Schiefelbein, Shop Steward

Keith Hall  
Keith Hall

Darrin Satterfield  
Darrin Satterfield, Shop Steward

Jerry Carnahan  
Jerry Carnahan

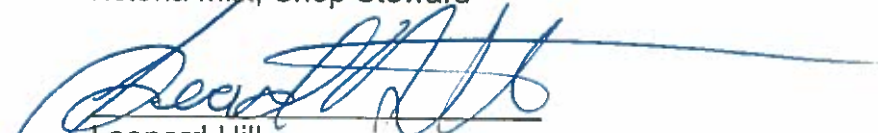
  
\_\_\_\_\_  
Nick Gibson, Shop Steward

  
\_\_\_\_\_  
Horacio Zamora, Jr., Shop Steward

  
\_\_\_\_\_  
Foster Baldwin, Shop Steward

  
\_\_\_\_\_  
Andrew Oko, Shop Steward

  
\_\_\_\_\_  
Victoria Milk, Shop Steward

  
\_\_\_\_\_  
Leonard Hill