

**AGREEMENT**

**BETWEEN**

**COUNTY OF SACRAMENTO**

**AND**

**UNION OF AMERICAN PHYSICIANS AND DENTISTS**

**2013-2018**

# TABLE OF CONTENTS

<u>Section</u>		<u>Page</u>
<b>PURPOSE</b>		
<b>JOINT LABOR–MANAGEMENT COMMITTEE</b>		
<b>ARTICLE I</b>		
<b>RECOGNITION AND COVERAGE</b>		
1.1	Recognition .....	1
1.2	Coverage of Employees .....	2
1.3	Definitions .....	2
<b>ARTICLE II</b>		
<b>UNION RIGHTS</b>		
2.1	Union Security .....	2
2.2	Union Notices and Meetings .....	3
2.3	Union Representatives .....	4
2.4	Fair and Equal Representation .....	4
2.5	Agency Shop Condition of Employment .....	4
<b>ARTICLE III</b>		
<b>COUNTY RIGHTS</b>		
3.1	County Rights .....	9
<b>ARTICLE IV</b>		
<b>GENERAL PROVISIONS</b>		
4.1	Non-Discrimination .....	10
4.2	Strikes and Lockouts .....	10
<b>ARTICLE V</b>		
<b>GRIEVANCE PROCEDURE</b>		
5.1	Purpose of Employee and UAPD Grievance Policy .....	10
5.2	Definitions Applicable .....	11
5.3	General Provisions .....	11
5.4	Grievance Policy .....	12
5.5	Formal Grievance .....	12

Section

Page

**ARTICLE VI  
HOURS OF WORK AND OVERTIME**

6.1	Doctors' Time.....	16
6.2	Lunch Periods.....	18
6.3	Work Schedules.....	18
6.4	Part-Time Employment.....	18
6.5	Part-Time Employment Benefits.....	18
6.6	Geographical Displacement.....	18
6.7	9/80 Work Schedules.....	19
6.8	Twelve-Hour Work Schedules.....	19

**ARTICLE VII  
SALARIES**

7.1	Salary Increases.....	20
7.2	Equity Adjustments.....	21
7.3	Criteria for Dentist Appointments.....	21
7.4	Criteria for Physician Appointments.....	22
7.5	Deferred Compensation.....	22
7.6	Salary Step Increases.....	22
7.7	Correction of Payroll Errors.....	23
7.8	Special Pay Allowance.....	25
7.9	Salary Administration.....	25
7.10	Deferred Compensation – Temporary Employees.....	28
7.11	Differential for Correctional Facility or Specialty Areas.....	28
7.12	Lead Dentist/Physician.....	28

**ARTICLE VIII  
HOLIDAYS**

8.1	Holidays.....	29
8.2	Holiday While on Vacation.....	30

**ARTICLE IX  
LEAVES**

9.1	Vacation Leave with Pay.....	30
9.2	Vacation Use.....	31
9.3	Sick Leave.....	31
9.4	Sick Leave Use.....	31
9.5	Sick Leave While on Vacation.....	32
9.6	Wellness/Sick Leave Incentive Program.....	32

<u>Section</u>		<u>Page</u>
9.7	Leaves of Absence .....	33
9.8	Accrued Rights .....	33
9.9	Jury Duty .....	33
9.10	Family Death Leave .....	34
9.11	Military Leave .....	35
9.12	Disability Leave.....	35
9.13	Continuing Education Time .....	36
9.14	Assignment of Leave for Catastrophic Illness and Other Purposes.....	36
9.15	Parental Leave .....	36
9.16	County Employees as Volunteer Poll Workers Program.....	37

**ARTICLE X  
HEALTH AND WELFARE**

10.1	General Provisions .....	38
10.2	Medical Insurance and Health Plans .....	39
10.3	Retiree Health Savings Plan .....	41
10.4	Dental Plan .....	41
10.5	Life Insurance .....	41
10.6	Employee Assistance Program .....	42
10.7	Flexible Spending Accounts.....	42
10.8	State Disability Insurance .....	43
10.9	Joint Labor-Management Health and Welfare Committee.....	44
10.10	Retiree Health Contribution .....	45
10.11	Health Care Reopener.....	45

**ARTICLE XI  
RETIREMENT PLAN**

11.1	Retirement Contribution.....	45
11.2	Retirement Tier 3 .....	45
11.3	Sick Leave Compensation .....	46
11.4	Retirement Reopener.....	47
11.5	Retirement Enhancement for Miscellaneous .....	47
11.6	Tier 4 Miscellaneous Employee Retirement .....	47
11.7	Tier 5 Miscellaneous Employee Retirement .....	47

**ARTICLE XII  
MEDICAL/DENTAL PRACTICE ACT**

12.1 Medical/Dental Practice Act .....47  
 12.2 Patient Complaints .....48

**XIII  
MEDICAL ADVISORY COMMITTEE**

13.1 Recognition .....48  
 13.2 Responsibilities .....48  
 13.3 Attendance at Medical Advisory Committee Meetings.....48  
 13.4 Special Attendance.....49

**ARTICLE XIV  
REIMBURSEMENTS**

14.1 Mileage Reimbursement.....49  
 14.2 Tuition Reimbursement.....49  
 14.3 Transit Pass.....50  
 14.4 Professional Reimbursement .....50

**ARTICLE XV  
MISCELLANEOUS**

15.1 Copies of Agreement.....50  
 15.2 List of Employees .....50  
 15.3 Personnel File .....50  
 15.4 Reinstatement .....51  
 15.5 Home Addresses .....51

**ARTICLE XVI  
SENIORITY AND LAYOFFS**

16.1 Layoff .....51

**ARTICLE XVII  
CLOSURE OF COUNTY FACILITIES TO ACHIEVE COST REDUCTIONS**

17.1	Facilities Closure .....	51
17.2	Employees Accrue Deferred Hours.....	52
17.3	Employees Exempt from Deferred Hours .....	52
17.4	Paid if Required to Work .....	52
17.5	Benefits.....	53
17.6	Holidays.....	53
17.7	Treatment of Deferred Hours at the End of the Fiscal Year .....	53
17.8	Terminating Employees .....	53
17.9	Attachment "A" .....	53

**ARTICLE XVIII  
TERM**

18.1	Term.....	53
------	-----------	----

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

**ATTACHMENT "A"**

## **PURPOSE**

This Agreement states, in writing, the agreement reached by the representatives of the County of Sacramento (hereinafter "County") and the Union of American Physicians and Dentists (hereinafter "UAPD"). This Agreement has been reached pursuant to procedures implementing the Meyers-Milias-Brown Act for the purpose of promoting harmonious relations between County and its physicians and dentists (hereinafter "doctors" or "employees") represented by UAPD.

## **JOINT LABOR-MANAGEMENT COMMITTEE**

In order to encourage open communication, promote harmonious labor relations, and resolve matters of mutual concern, the parties agree to create a joint labor-management committee. The committee will be governed by the following principles:

- a. The committee will meet every other month or more often if mutually agreed by the parties.
- b. The agenda for each meeting will be decided five (5) working days in advance of the meeting, unless otherwise mutually agreed to by the parties.
- c. The County will release a reasonable number of officially designated UAPD stewards or representatives for attendance as needed at the meetings. The number of stewards in attendance will be mutually agreed upon before each meeting.
- d. This section is not grievable within the meaning of the grievance procedure as defined in Article V of this Agreement.

## **ARTICLE I RECOGNITION AND COVERAGE**

### **1.1 RECOGNITION**

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

## 1.2 COVERAGE OF EMPLOYEES

The Physicians and Dentists Unit consists of all employees in the following positions, except those which are excluded from the unit as management or confidential or both.

Associate Physician (5136)  
Physician (5138)  
Dentist (5435)  
Forensic Pathologist, Level 1  
Forensic Pathologist, Level 2

## 1.3 DEFINITIONS

a. Regular Employee: Regular employee means any employee, who occupies a permanent position, whether part-time or full-time, established in accordance with the annual salary resolution, in the class which is intended for permanent or career-type employment; and any regular employee who temporarily transfers to a temporary position.

b. Temporary Employee: Temporary employee means any employee who is employed for a period of short duration as an interim replacement or on an intermittent basis, whether part-time or full-time, in a position which either is designated as extra help in the annual salary resolution or is not contained therein.

## ARTICLE II UNION RIGHTS

### 2.1 UNION SECURITY

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

- b. (1) The written authorization for UAPD dues deductions shall remain in full force and effect, during the life of this Agreement between the County and UAPD, unless canceled in writing.
- (2) The written authorization for approved insurance and benefit programs and the amount of dues deducted from the UAPD



members' warrants shall be changed by the County upon written request of UAPD.

- (3) UAPD 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 UAPD.

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

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

e. The County agrees to advise all newly hired employees that the UAPD does represent employees in the units. Further, the County will distribute to regular employees at an orientation session literature soliciting membership in such UAPD provided such literature does not demean the County, its officers or employees.

## **2.2 UNION NOTICES AND MEETINGS**

a. UAPD may use County conference rooms and similar building facilities for meetings with employees in the unit it represents, may post material on bulletin boards located to serve employees in the unit it represents, and may visit work locations to confer with its members regarding grievances or otherwise provided for within the Agreement.

b. Use of County meeting facilities requires reasonable advance notice to the appropriate County official and is subject to County use of such facilities and to restrictions related to safety and security.

c. Use of bulletin boards is subject to reasonable restrictions as to the use of the space and no publication which indicates County action or approval when none has been given may be posted, nor any material which would be likely to cause a material disruption or interference with County functions.

d. Literature may be handed out to doctors at work locations when they are off duty only, but supplies of literature may be left in general areas where it will be available to doctors.

e. Entry to any County area not open to the general public by representatives of UAPD for whom this is not a regular work location requires prior approval from the supervisor in charge of the area. The representative shall state his/her purpose in entering the area to such supervisor. The supervisor may require sufficient information to assure that the purpose of the representative is consistent with this Agreement.

f. UAPD may confer with its members regarding only grievances while such member is on duty. Such contact shall first be cleared with the member's supervisor with such clearance in writing on a form prescribed by the County. This right is subject to restrictions necessary to prevent a material disruption of County service or for reasons of safety or security.

### **2.3 UNION REPRESENTATIVES**

The Union of American Physicians and Dentists may designate one (1) steward for each department and one (1) alternate steward to assist employees covered by this Agreement with issues related to the interpretation and enforcement of this Agreement.

### **2.4 FAIR AND EQUAL REPRESENTATION**

It is recognized that the UAPD 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 UAPD.

### **2.5 AGENCY SHOP CONDITION OF EMPLOYMENT**

a. Each regular employee in the Physicians and Dentists representation unit who is a member of the UAPD August 11, 1991, or who becomes a member of the UAPD during the term of the Agreement, and each regular employee hired after August 11, 1991, shall, as a condition of continued employment, beginning with the second full pay period after notice is given to employees in accordance with Subsection e. and until the termination of the Agreement, be covered by the agency shop as set forth below. Such employee shall either:

- (1) Become a member of the Union of American Physicians and Dentists (UAPD); or
- (2) Pay to the UAPD a fair share fee for services rendered by the UAPD 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 UAPD on the same terms and conditions as are available to every other member of the UAPD; or
- (3) (a) 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

(b) Pay a sum equal to the agency fee described in Subsection a.(2) 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 UAPD that this contribution has been made.

(4) Any solicitations or representations made to employees for the purposes of UAPD membership or payment of fair share fees shall clearly state that such membership or requirements for fair share fee relate solely to UAPD and to no other organization.

b. 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 commencing with the second full pay period following the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leaves of absence with a duration of more than two (2) full pay periods. The condition of employment shall not apply to a newly-hired employee until the beginning of the third full pay period of employment.

c. Fair Share Service Fee Determination and Disclosure: Only the costs of the following activities shall be considered by UAPD when making a determination of the amount of the fair share service fee of a non-member:

(1) Expenditures for labor contract negotiations on behalf of employees in the unit (for example, the fees and expenses of the UAPD representative and staff support, including research of and preparation for a negotiating position).

(2) Expenditures for contract administration (for example, 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).

d. Expenditures Not Includable in Determination of the Fair Share Fee:

(1) 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:

(a) Organizing and recruiting activities outside of the Physicians and Dentists Unit.

- (b) Payments to affiliates, except for payments for activities under Subsection c. above.
  - (c) Social activities.
  - (d) Charitable and philanthropic activities.
  - (e) Insurance and other benefit programs.
  - (f) Any strike or concerted activity fund.
- (2) Costs other than those described in Subsection (f) above shall not be considered when making a determination of the fair share service fee of non-members.

e. Fair Share Fee Explanation and Notice of Right to Challenge: Annually, within 120 calendar days after the end of its fiscal year, UAPD shall post in locations where notices to employees are customarily placed and mail to the County and to all employees a "Fair Share Fee Explanation and Notice of Right to Challenge." Such notice shall also be given to each new employee hired into the unit prior to the solicitation or collection of any membership dues or fair share fees. Such notice shall include:

- (1) An accounting prepared and signed by an auditor from a certified public accounting firm with the overall purpose of providing an itemization of the expenditures of the UAPD 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 Subsection c. above.
- (2) The amount of the fair share service fee: such fee shall not exceed the proportion of dues calculated in Subsection c.(1) above.
- (3) The procedure on how a non-member may file a challenge with the UAPD 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 UAPD shall provide the County with copies of all challenges and arbitration decisions.

f. Failure to Post Fair Share Fee Explanation and Notice of Right to Challenge: Should UAPD fail to post the required annual Fair Share Fee Explanation and Notice of Right to challenge set forth above, the County shall have the right to give UAPD two (2) pay periods' notice to provide the required notice. If UAPD 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 UAPD (dues, fair share fees, insurance, et cetera) until such time as UAPD provides the required notice.

g. Labor Organization Annual Report: Annually, UAPD shall file with the Director of Labor Relations a fully completed copy of the U.S. Department of Labor LM-2 (Labor Organization Annual Report) which shall serve as the required financial disclosure pursuant to Government Code Section 3502.5 (d). If UAPD has paid or distributed all or a portion of the dues or fees collected to any other organization for the purpose of providing direct and ongoing representation to employees in the unit, UAPD shall also be required to submit fully completed LM-2 forms from those organizations at the same time UAPD submits its completed LM-2. All LM-2's submitted pursuant to this section shall be signed by a certified public accountant from an accounting firm and shall be made available to employees in the unit.

h. Failure to File Labor Organization Annual Reports: UAPD shall submit the required LM-2('s) no later than ninety (90) calendar days after the end of its fiscal year. If UAPD fails to provide the County with the required LM-2('s), then the County shall have the right to give UAPD two (2) pay periods' notice to provide the required LM-2('s). If UAPD fails to provide the required LM-2('s) at the expiration of the two (2) pay periods, then the County shall make no further payroll deductions of any kind on behalf of UAPD (dues, fair share fees, insurance, et cetera) until such time as UAPD provides the required LM-2('s).

i. Just Cause for Termination: The parties agree that any failure of an obligated employee to pay a fair share service fee shall constitute reasonable and just cause for discharge.

j. Procedure for Fair Share Termination: The procedure in all cases of discharge for violation of the obligation to pay a fair share service fee shall be as follows:

- (1) UAPD 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, UAPD will request that the employee be terminated as provided in this section.
- (2) If the employee fails to comply, UAPD shall file with the appointing authority, in writing, proof of compliance with Subsection j.(1), the specific charges, and a demand that the employee be terminated. The charges shall include:
  - (a) A statement that it is proposed that the employee be discharged from employment;
  - (b) A statement of the cause of the proposed discharge of the employee;

- (c) A statement in ordinary and concise language of all specified facts or omissions upon which the cause is based;
  - (d) A copy of UAPD documents relevant to the proposed action or a statement advising the employee and his/her appointing authority of the time and place where they may have access to such documents.
- (3) 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 UAPD and the employee of the scheduled date of a hearing by the appointing authority.
  - (4) The parties to the hearing shall be UAPD and the employee.
  - (5) The appointing authority shall determine whether UAPD has established cause to terminate the employee because of the violation of this section. 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.

k. Indemnification: UAPD 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.

l. Payroll Authorization Requirements:

- (1) The authorization for payroll deductions described in this subsection 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.
- (2) 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 section who files with the County a written authorization requesting such deduction be made.

m. Preconditions to Implementation of Fair Share/Agency Shop Provisions:  
The provisions of the Agreement regarding agency shop are subject to the following conditions:

- (1) The agency shop provisions shall not be effective until two (2) full pay periods after UAPD has provided the County with a certified list of UAPD 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 employees in the bargaining unit. The term "UAPD members" shall include employees who have applied for membership in UAPD and currently are paying initiation fees to UAPD.

- (2) UAPD and the County mutually agree that the election provided for in Subsection b. of Section 3502.5 of the Government Code:
  - (a) shall be determined by a simple majority of those voting;
  - (b) 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,
  - (c) only regular and limited-term employees shall be eligible to vote.

n. Upon implementation of the agency shop/fair share service fees, the UAPD agrees, without further action by the County or the UAPD, to waive its right, if indeed there is such a right, to negotiate decisions, procedures, and rules of the Board of Retirement, so long as any action taken by such Board takes place after a public hearing, during which the UAPD may testify; and proposed changes to the Employee Relations Ordinance which would prohibit recognized employee organizations from representing both a supervisory and a non-supervisory unit.

## **ARTICLE III COUNTY RIGHTS**

### **3.1 COUNTY RIGHTS**

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

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

## **ARTICLE IV GENERAL PROVISIONS**

### **4.1 NON-DISCRIMINATION**

a. County will not interfere with or discriminate in any way against any doctor by reason of his/her membership in, or activity approved by this Agreement, nor will County discourage membership in UAPD or encourage membership in any other employee organization.

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

### **4.2 STRIKES AND LOCKOUTS**

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

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

## **ARTICLE V GRIEVANCE PROCEDURE**

### **5.1 PURPOSE OF EMPLOYEE AND UAPD GRIEVANCE POLICY**

a. Employees' and UAPD grievances shall be recognized and reviewed in accordance with this policy.



- b. The purposes of this policy are:
- (1) to resolve grievances informally at the employee-supervisor level, if possible;
  - (2) to provide an orderly procedure for reviewing and resolving grievances promptly;
  - (3) to determine and correct, if possible, the causes of grievances; and,
  - (4) to encourage communication between employees and those of higher authority.

## 5.2 DEFINITIONS APPLICABLE

a. Grievance: A grievance is a complaint of one (1) or a group of employees, or a dispute between the County and UAPD, involving the interpretation, application, or enforcement of the express terms of the Agreement. The discipline and discharge of a bargaining unit employee is not grievable or arbitrable under this Agreement, due to the "exempt" status conferred on physicians and dentists by the County Charter.

b. Immediate Supervisor: The individual, who assigns, reviews and directs the work of an employee.

## 5.3 GENERAL PROVISIONS

a. 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 both parties the time limitation for any step may be extended.

b. An employee may be assisted in presenting a grievance by a representative of their choice.

c. An employee may present a grievance while on duty. An employee while on duty may present another employee's grievance. The use of County time for this purpose shall be reasonable. The appointing authority shall determine what constitutes reasonable time. The County Executive may issue general instructions on what constitutes reasonable time.

d. An employee shall bring only grievances as defined in Subsection 5.2-a. to the formal grievance procedure. If an employee's complaint does not fall within the definition of a grievance, the appointing authority shall advise the employee how to proceed if he/she wishes to pursue the complaint.

e. The grievance procedure may be used by an employee without fear of prejudice. Reprisals shall not be taken against an employee for submitting a grievance. Supervisors and other management representatives shall not delay or suppress submission and orderly consideration of a grievance.

f. At any step in the grievance procedure, the appointing authority, or designated representative, may consult with the County Executive, Internal Services Agency Administrator, County Counsel or other County administrative official in an effort to clarify an issue, or to interpret personnel policy or rules and regulations.

g. All communications pertaining to employee grievances shall be confidential and shall not be discussed except with the employee or representative and the appropriate supervisory personnel.

h. The County Executive and the appointing authority each may issue such supplemental procedures and instructions as may be necessary to implement this policy.

## **5.4 GRIEVANCE POLICY**

### Informal Grievance - Discussion with Immediate Supervisor:

- a. The employee first shall discuss the grievance informally with his/her supervisor. Within five (5) workdays, the immediate supervisor shall give a decision or response to the employee.
- b. An employee may initiate an informal grievance at a level within the department above the immediate supervisor when there is reason to believe that the nature of the grievance is such that it should not be discussed with the immediate supervisor. In such case, the employee must have a reason for bypassing the immediate supervisor.

## **5.5 FORMAL GRIEVANCE**

- a. Step 1:
  - (1) If an informal grievance is not resolved to the employee's satisfaction within five (5) workdays, the employee may initiate a formal grievance. If a formal grievance pertains to a particular action, it must be initiated in a timely manner. A formal grievance may be initiated by completing a grievance appeals form and filing it with the person designated by the appointing authority as the first level of appeal. The first level of appeal may be the appointing authority. The grievance appeal form and instructions relating to its use shall be provided by the County Executive.
  - (2) Within five (5) workdays after the filing, the person designated as the first level of appeal shall schedule a grievance meeting with the

employee who may be represented by UAPD. Within ten (10) workdays after the grievance meeting, the written decision will be made and given to the employee, UAPD, and the immediate supervisor.

b. Step 2:

- (1) If the employee is not satisfied with the decision rendered in Step 1, the employee may appeal the grievance within five (5) workdays to the appointing authority or designated representative. If the appointing authority is the first level of appeal, the employee may bypass Step 2.
- (2) Within five (5) workdays after the filing, the appointing authority or designated representative shall schedule a grievance meeting with the employee who may be represented by UAPD. Within ten (10) workdays after the grievance meeting, the written decision will be made and given to the employee and UAPD.

c. Step 3:

- (1) 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 receipt of the appeal to Step 3.
- (2) The County and UAPD 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.
- (3) There shall be two (2) tracks to solve the grievance at Step 3. UAPD shall reserve the right to choose either:
  - (a) mediation as described in 5.5-c.(4).; or
  - (b) third step appeal as described in Subsection 5.5-c.(5).
- (4) Mediation:
  - (a) Grievances appealed to Step 3 may be submitted by UAPD 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.
- (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 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 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. 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. 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.

(5) Hearing and Response - Step 3:

- (a) If the UAPD grievant 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) workdays to the County Executive. The employee may be represented by a UAPD representative.
- (b) The County Executive or his/her designated representative shall respond in writing within ten (10) workdays to the grievant. If the County Executive or his/her designated representative determines 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 appeal to Step 3 unless extended by mutual agreement of the parties.

d. Step 4:

- (1) Arbitration: If the response of the County Executive or his/her designated representative is not satisfactory to UAPD, UAPD shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the County Executive or his/her designated representative within fourteen (14) calendar days of receipt of his/her decision.

(2) Selection of Arbitrator:

- (a) An impartial arbitrator shall be selected jointly by the parties within fourteen (14) calendar days 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 nine (9) arbitrators.
- (c) After receipt of the list, the parties shall alternately strike arbitrator's names from the list until one (1) arbitrator 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.
- (3) 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.
- (4) Costs:
- (a) The fees and expenses of the arbitrator shall be shared equally by the County and UAPD.
  - (b) The fees and expenses of a court reporter if required by the arbitrator and agreed to by the parties shall be shared equally by the County and UAPD.
- (5) 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 Agreement. UAPD agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

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

### **6.1 DOCTORS' TIME**

a. Doctors are expected to work whatever time reasonably is required to perform the duties of their positions. They shall not accrue compensating time off (CTO) or earn overtime pay when their duties require them to work in excess of their assigned work schedules. Doctors are authorized, subject to approval of their immediate supervisors, to take reasonable time off for personal use during normal working hours without loss of compensation. The purpose of this paragraph is to provide physicians

with time off to compensate for extra time worked; the language is not intended to imply an entitlement to additional time off.

b. The Primary Care Center 4/10 Schedule:

- (1) The County may implement a 4/10 schedule at the Primary Care Center upon agreement with UAPD. If agreed upon, an employee in the classes of Physicians, Associate Physician and Senior Physician working at the Primary Care Center may be assigned to a 4/10 work schedule.
- (2) The department shall first ask for volunteers among qualified employees. If there are insufficient volunteers, the department shall assign employees to a 4/10 schedule. The department shall make every effort to move doctors involuntarily assigned to a 4/10 schedule to a non 4/10 schedule as soon as administratively possible.
- (3) The normal work schedule of a doctor on the 4/10 schedule shall be forty (40) hours per week with four (4) days with ten (10) hours per day.
- (4) Holidays: A doctor shall be granted a holiday that falls on the doctor's scheduled workday, except that, if the workday is a ten-hour day, two (2) hours must be shown as doctor's time off. If a holiday falls on an employee's scheduled day off, the employee shall accrue eight (8) hours compensating time off.
- (5) Leave Usage: Full day absences on vacation, sick leave, CTO or CME taken by a doctor on a scheduled ten-hour day shall result in the deduction of ten (10) hours accrued leave balance.
- (6) Return to Five-Day/Forty-Hour Schedule:
  - (a) Individual doctors may request to return to the normal five-day/forty-hour work schedule by giving written notice to the Director of Health and Human Services. The Director will attempt to accommodate such requests as soon as administratively feasible.
  - (b) The Director of Health and Human Services shall have the right to return any individual employee to the normal eight-hour day and five-day schedule solely upon giving thirty (30) calendar days' written notice to the employees so affected.
  - (c) The County shall have the right to discontinue the 4/10 work

schedule and return to the normal eight-hour day, five-day per week schedule solely upon giving thirty (30) calendar days' notice to the UAPD.

c. Subsection b. inclusive shall be applicable to Correctional Health Services, Medical Systems.

## **6.2 LUNCH PERIODS**

Doctors normally shall be allowed a lunch period of one (1) hour which shall be scheduled generally in the middle of the workshift.

## **6.3 WORK SCHEDULES**

Work schedules and days off shall be posted fourteen (14) calendar days in advance. It is understood that the schedule is a plan subject to change depending on public service needs and staffing requirements.

## **6.4 PART-TIME EMPLOYMENT**

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

## **6.5 PART-TIME EMPLOYMENT BENEFITS**

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

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

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

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

e. Regular part-time physicians and dentists working forty (40) hours or more per pay period shall be eligible for Educational Time under Section 9.13. The benefits shall be prorated for part-time employees.

## **6.6 GEOGRAPHICAL DISPLACEMENT**

When it becomes necessary to provide relief for those doctors who are regularly scheduled to work in locked facilities, the County will use its best effort to utilize



volunteers who desire such relief work. When there are no volunteers, any doctor may be assigned to provide such relief.

## **6.7 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. 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. This work schedule will be subject to change, consistent with Section 6.3.

c. Meal Periods: An employee working a 9/80 schedule normally will take an unpaid meal period in the middle of their workshift, consistent with Section 6.2.

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

e. Leave Usage: 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 from the eight-hour workshift shall result in the deduction of eight (8) hours from the employee's accrued leave balances.

f. Return to Five-Day Schedule, Employee's Option: An employee may return to the standard five-day, forty-hour workweek upon the approval of their appointing authority. The appointing authority may require advance notice of two (2) full pay periods prior to the date of resuming the five-day, forty-hour workweek.

g. Return to Five-Day Schedule, Employer's Option: The appointing authority shall have the right to return employee(s) to the standard five-day, forty-hour workweek schedule after providing advance written notice of two (2) full pay periods to the affected employee(s).

## **6.8 TWELVE-HOUR WORK SCHEDULES**

a. An appointing authority, with the prior approval of the County Executive, may assign an employee to a work schedule consisting of three (3) 12-hour workdays and one (1) 4-hour workday each week or any other schedule that assures eighty (80)

hours worked in each pay period. This work schedule will be subject to change, consistent with Section 6.3. The twelve-hour work schedule will be assigned on a voluntary basis.

b. Meal and Rest Periods: Employees working a 12-hour schedule normally will take an unpaid meal period in the middle of their workshift, consistent with Section 6.2. Employees may receive one (1) rest period not to exceed fifteen (15) minutes during the first half of the employee's twelve-hour workshift and one (1) rest period during the second half of the twelve-hour workshift. Such rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a workshift or lunch period.

c. Holidays: If a holiday falls on the scheduled 12-hour workshift, the remaining four (4) hours must be taken off as leave first from accumulated compensating time off, and second from holiday in lieu or accumulated vacation time and if there are no leave balances, then leave without pay. If the holiday falls when the employee is scheduled to work the four-hour workshift, the employee shall accrue four (4) hours compensating time off. If the holiday falls on an employee's scheduled day off, the employee shall accrue eight (8) hours compensating time off.

d. Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on a scheduled twelve-hour workshift shall result in the deduction of twelve (12) hours from the employee's accrued leave balances. Full shift absences from the four-hour workshift shall result in the deduction of four (4) hours from the employee's accrued leave balances.

e. Return to Five-Day Schedule: 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).

## **ARTICLE VII SALARIES**

### **7.1 SALARY INCREASES**

- a. 2013-14 Salaries: No increase in salaries.
- b. 2014-15 Salaries: Effective June 29, 2014, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U.S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2014, rounded to the nearest one-tenth of one percent (1/10%); provided,

however, such increase shall not be less than two percent (2%) nor more than four percent (4%).

- c. 2015-16 Salaries: Effective June 28, 2015, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U. S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2015, rounded to the nearest one-tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) nor more than four percent (4%).
- d. 2016-17 Salaries: Effective June 26, 2016, salaries shall be increased by four percent (4%).
- e. 2017-18 Salaries: Effective June 25, 2017, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U. S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2017, rounded to the nearest one-tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) nor more than five percent (5%).

## **7.2 EQUITY ADJUSTMENTS**

There are no equities for this contract period.

## **7.3 CRITERIA FOR DENTIST APPOINTMENTS**

a. Dentist Range I: Dentists who possess the legal requirements for the practice of dentistry in California as determined by the California Board of Dental Examiners.

b. Dentist Range II: Dentists who have completed two (2) years of full-time experience in the practice of dentistry.

## **7.4 CRITERIA FOR PHYSICIAN APPOINTMENTS**

a. Physician Range I: Licensed physicians who have less than two (2) years of full-time experience in the practice of medicine exclusive of internship.

b. Physician Range II: Licensed physicians who have completed two (2) years of full-time experience in the practice of medicine exclusive of internship.

c. Physician Range III: Licensed physicians who possess a valid medical or osteopathic specialty certificate issued by an American medical or osteopathic specialty

board. Applicable board specialty certifications shall relate directly to the duties performed by the physician for the County.

d. Physicians hired prior to July 30, 2000, and designated as Range IV shall be placed into Range III and provided the differential pursuant to Section 7.11.

## **7.5 DEFERRED COMPENSATION**

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

## **7.6 SALARY STEP INCREASES**

a. Only regular employees shall be eligible for salary step increases. 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 periods of full-time eligible service since his or her last step increase date.

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

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

d. Upon promotion from outside the unit to a class in the unit, an employee shall receive a new step increase date when the salary increase received is 9.5% or higher. Employees in the unit shall be governed by the salary administration provisions.

e. 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.

f. Continuous extra-help employment up to twenty-six (26) biweekly pay periods of full-time service, or the equivalent, shall be considered as eligible service for a step increase for an employee who is appointed to a regular position without a break in service. Such extra-help employment shall be subject to all other provisions of this section governing step increases.

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

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

## **7.7 CORRECTION OF PAYROLL ERRORS**

a. This provision applies when the Director of Personnel Services determines that an error has been made in relation to the base salary, overtime cash payment, or

paid leave accruals, balances, or usage, 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.

b. As used in this section:

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

c. If the error has resulted in an 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, reimbursement of the overpayment shall be made through one (1) or a combination of the following methods and the doctor's discretion:
  - (a) In cash payment(s) mutually agreed to by the employee and the Department of Personnel Services.
  - (b) In case of overcrediting of paid leave accruals, balances, or usage, a one (1) 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.

(c) Installments through payroll deduction to cover the same number of pay periods over which the error occurred. If the installments exceed 10% of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least 10% of the employee's base salary including incentives, et cetera.

(2) In the case of an underpayment the County will expedite reimbursement to the employee via an in-lieu warrant, a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.

(3) An employee whose employment terminated prior to full reimbursement of an overpayment 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.

(4) Any amount of overpayment or underpayment for any period earlier than one (1) year prior to the date of the Director's initial written notice to the employee, shall be deemed waived and not reimbursable.

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

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

## **7.8 SPECIAL PAY ALLOWANCE**

a. For each eight-hour shift, or portion thereof, that a physician is assigned to be on standby/on-call to the Sacramento County Main Jail, the Rio Cosumnes Correctional Center, Juvenile Hall or Coroner's Office, the physician shall receive an additional 12.5% flat pay allowance (12.5% x physician's hourly rate x 8-hour shift = additional standby/on-call pay). Such assignments shall typically be shifts of one (1)

week duration. Those standby/on-call physicians who are required to return to the facility on their regular day off or on a holiday shall not receive any additional pay except for the pay allowance that is provided in this section of the Agreement.

b. For each eight-hour shift that a dentist is assigned to be on standby/on-call to the Sacramento County Main Jail, the Rio Cosumnes Correctional Center, Juvenile Hall, or the County Dental Clinic, the dentist shall receive an additional 5% pay allowance (5% x dentist's hourly rate x 8-hour shift = additional standby/on-call pay). Such assignments shall typically be shifts of one (1) week duration. Those dentists who are required to return to the facility on their regular day off or on a holiday shall receive an additional 2.5% for all standby/on-call hours the dentist is assigned. (During such shift, 2.5% x dentist's hourly rate x 8-hour shift = additional standby/on-call pay.)

c. Effective the pay period following Board of Supervisors approval, designated physicians at the Primary Care Center and Mercy Loaves and Fishes are assigned after-hours on-call for phone calls. Such assignments shall typically be shifts of seven (7) days duration unless otherwise authorized. The time calculated for each assigned "phone on-call period" is an additional 6% pay allowance (6% x physician's hourly rate x the number of hours in the assigned "on-call period" = on-call reimbursement). An assigned "on-call period" is 15 hours for each assigned period Monday – Friday and 24 hours for each Saturday, Sunday or Holiday. Those on-call physicians shall not receive any additional pay for responding to a phone call except for the pay allowance that is provided in this section of the Agreement.

## **7.9 SALARY ADMINISTRATION**

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

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

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

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

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

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

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

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

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

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

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



k. 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.

l. Entry Step Adjustments: When the entry step for a class is adjusted to above Step 7 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.

m. 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.

n. 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.

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

p. 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.

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

## **7.10 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).

## **7.11 DIFFERENTIAL FOR CORRECTIONAL FACILITY OR SPECIALTY AREAS**

a. Licensed physicians and dentists who provide direct medical/dental care in a detention, correctional, or custodial facility; or who primarily provide advisory, consultative, or direct medical/dental care in an area of specialty outside of general medicine/dentistry will receive a 10% differential of the employee's salary. However; effective August 19, 2007 employees in the positions of Forensic Pathologist, Level 1 and Forensic Pathologist, Level 2 will only be eligible for this differential upon completion of an accredited training program, with or without Board certification, in one or more of the following areas: Neuropathology; Forensic Odontology; Radiology; Forensic Anthropology; Cardiac Pathology; Pediatric Pathology and Forensic Toxicology.

b. Effective March 18, 2007, the differential for physicians and dentists providing direct medical/dental care in a detention, correctional, or custodial facility will receive a differential of 15% of the employee's salary. Individuals receiving the 15% differential under this section will not be eligible for specialty pay under Section 7.11(a).

## **7.12 LEAD DENTIST/PHYSICIAN**

a. A dentist assigned in writing to lead responsibilities on a regular basis for other dentists and support positions shall receive 5% above the employee's salary.

b. A physician assigned in writing to lead responsibilities on a regular basis for other physicians and support positions shall receive 5% above the employee's salary.

# **ARTICLE VIII HOLIDAYS**

## **8.1 HOLIDAYS**

a. All regular employees shall be entitled to such holidays with pay as enumerated herein. All holidays proclaimed by the Governor, other than Thanksgiving

Day, shall not be deemed County holidays unless affirmatively made so by resolution of the Board of Supervisors.

- (1) The holidays as of January 1, 1982, are: January 1, the third Monday in January, February 12, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, day after Thanksgiving Day, and December 25.
- (2) When January 1, February 12, 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, July 4, November 11, or December 25 holidays fall on Saturday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the preceding Friday as a holiday with pay.

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

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

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

## **8.2 HOLIDAY WHILE ON VACATION**

If a holiday falls during the doctor's vacation, an extra day shall be added to the vacation.

## ARTICLE IX LEAVES

### 9.1 VACATION LEAVE WITH PAY

a. Vacation with pay shall be earned by regular and extra-help employees based on the equivalent of full-time service from the date of appointment. Vacation credit shall accrue to the 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. 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 accrued vacation.

d. If a doctor is subpoenaed to appear in court with respect to a matter arising within the scope of employment, the time spent in court shall be considered work time and shall not be charged to vacation or other leave.

### 9.2 VACATION USE

a. All employees shall be eligible to use accrued vacation. The appointing authority shall determine the period when accrued vacation time may be taken by each employee, consistent with the requirements of the department. Employees who separate or are terminated from County service or who take military leave in excess of 180 days shall be paid the monetary value of their full terminal vacation.

b. Any employees appointed in accordance with the rules governing reinstatement following resignation and 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.

### **9.3 SICK LEAVE**

a. All regular employees shall earn sick leave with pay based upon the equivalent of full-time service from the date of employment. All hours worked by part-time regular employees shall be considered in such computations.

b. Sick leave shall accrue to the employees on the first of the biweekly pay period following that in which it is earned. Sick leave shall accrue on the basis of 4.6 hours per biweekly pay period of service, and may be accumulated without limitation.

### **9.4 SICK LEAVE USE**

a. A regular employee may use sick leave for the purposes specified in this section:

- (1) Absence from duty when quarantined because of exposure to a contagious disease or when incapacitated from performing duties because of personal illness, injury, dental work or pregnancy; and,
- (2) Absence from duty for examination or treatment by medical doctor or dentist under circumstances not involving quarantine or incapacity; the doctor shall give the immediate supervisor reasonable advance notice of such scheduled absences; the absence shall be permitted except when an absence at that time would unduly interfere with the County operations; and in all cases, the doctor shall attempt to schedule examinations at times that minimize interference with the County operations.
- (3) For family purposes, a regular employee may use leave credits for:
  - (a) Attendance upon an eligible family member who is incapacitated because of illness or injury and definitely requires personal care. The length of such absence shall be limited by the appointing authority to the time reasonably required to either provide care or to make other arrangements for such care.
  - (b) For the purposes of this Subsection (3), an eligible family member is the employee's child, stepchild, spouse, parent, step-parent, grandparent, domestic partner (as defined by Section 297 of the California Family Code), or domestic

partner's' child. Additionally, under this subsection, an eligible family member is any other close relative or child who resides with the employee.

- (c) To transport an eligible family member to and from a local hospital for medical treatment or operation, including child-birth.
- (d) To attend, at any location, during serious medical treatment or operation, including childbirth, performed upon an eligible family member.

- (4) Absence from duty to transport a spouse, or transport a child or close relative residing with the employee, to and from a local hospital for medical treatment or operation, including childbirth.
- (5) Absence from duty to be in attendance at any location for dental care or during serious medical treatment or operation, including childbirth, performed upon a spouse, or performed upon a child, or close relative residing with the employee.

b. The appointing authority may require reasonable substantiation of the need for, and use of, sick leave.

## **9.5 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.

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

a. Eligible full-time regular employees who use twelve (12) hours or less of sick leave in Pay Periods #1 through #13 of any year shall receive a wellness certificate enabling them to take eight (8) hours off with pay during the following six-month period. Eligible full-time employees who use twelve (12) hours or less of sick leave in Pay Periods #14 through #26 of any year shall receive a certificate enabling them to take eight (8) hours off with pay during the following six-month period. The 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 26-week period from Pay Period #1 through #13, and from Pay Period #14 through #26. Any employees on an unpaid leave of absence during a portion of the designated 26-week period are excluded for that time period. Any employees during the designated 26-week period who receive pay pursuant to Labor Code Section 4850 or who receive SDI integration pursuant to Section 10.8 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 26-week time period are excluded for that time period.

c. Part-time regular employees who work forty (40) or more hours per pay period 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 half-time employees, the maximum sick leave that may be used is six (6) hours; and for four-fifths employees, the maximum would be 9.6 hours. The amount of time off received by the qualifying part-time employees 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 6.4 hours time off.

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

## **9.7 LEAVES OF ABSENCE**

Chapter 2.78 of the County Code on leaves of absences shall be incorporated into this Agreement.

## **9.8 ACCRUED RIGHTS**

A doctor shall continue to accrue rights and benefits during any leave with pay.

## **9.9 JURY DUTY**

a. A regular employee shall be allowed such time off with pay as is required in connection with jury duty; provided, however, that payment shall be made for such time off only upon remittance of full jury fees, or upon submittal of acceptable evidence that jury fees were waived.

b. Such employee shall notify his/her appointing authority immediately upon receiving notice of jury duty.

c. An employee who takes vacation or compensating time off while on jury duty shall not be required to remit or waive jury fees in order to receive his/her regular salary.

## **9.10 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
- (7) 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.



## **9.11 MILITARY LEAVE**

Employees shall be granted military leave as required by statute.

## **9.12 DISABILITY LEAVE**

a. An employee who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination as the appointing authority deems necessary. He/she shall not be considered absent from duty during the time required for such examination.

b. A regular employee who is unable to perform any appropriate work assignment because of disability incurred in the performance of assigned duties shall be entitled to the following disability leave benefits, in addition to those provided pursuant to the California Worker's Compensation Insurance Act.

- (1) During any period of disability for which payment is not provided under worker's compensation insurance, the employee shall be placed on disability leave with pay to the extent of any leave with pay which he/she has accrued. Such disability leave with pay shall be charged against the employee's accrued leave with pay.
- (2) During any disability for which payment is provided under worker's compensation insurance, the employee may elect either to (a) receive disability leave with pay to the extent of any leave with pay which the employee has accrued, and retain any worker's compensation benefits received; or (b) endorse to the County any worker's compensation benefits received by the employee and receive a disability leave with pay to the extent of any leave with pay which the employee has accrued charged on a pro rata basis of one-half day for each full day of absence for which temporary worker's compensation benefits are endorsed to the County.

c. All disability leave provisions of this section shall terminate on the date of the employee's recovery, receipt of permanent disability under worker's compensation insurance, retirement, termination from County employment, or death.

## **9.13 CONTINUING EDUCATION TIME**

a. Full-time regular physicians or dentists who have at least six (6) months continuous service with the County shall be allowed up to seven (7) days (56 hours) time off with pay per fiscal year to attend workshops, seminars and conferences directly related to the doctor's work assignment for the County.

b. Requests for continuing education time must be made at least one month in advance of the course on forms approved by the County. A copy of the course brochure must also accompany the request. Continuing education requests will be responded to

by the designated County manager within fifteen (15) days of receipt and will not be unreasonably denied.

c. When time for such continuing education under this article is denied for a work-related reason and cannot be rescheduled during the fiscal year, the specific hours denied will be carried over to the next fiscal year for a period not to exceed one (1) year.

d. As a condition of employment with Sacramento County, maintenance of required licensure is a responsibility of the employee.

#### **9.14 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 UAPD a copy of the standardized County Policies and Procedures regarding the implementation of this program.

#### **9.15 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) the placement of the child in the employee's home and (2) the employee initiating or having completed an adoptive home study for the adoption of the child. The purposes of parental leave are to facilitate parental bonding, family adjustment, and child care, and such leave shall be used consistent with these purposes.

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

c. The maximum paid parental leave for full-time regular employees shall be 160 hours. Parental leave shall be pro-rated for a part-time regular employee. Parental leave shall not extend beyond four (4) 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.

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

a. Any regular County employee, other than employees 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 workday.

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 (1) one 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 X HEALTH AND WELFARE**

### **10.1 GENERAL PROVISIONS**

a. Eligibility: All regular full-time employees of the unit shall be eligible to participate in County-sponsored insurance and benefit programs defined in this article. Regular part-time employees who work a minimum of 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.

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

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

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

- a. Tier A: Employees hired prior to January 1, 2007, will be placed in Tier A. Effective January 1, 2007, employees in Tier A will receive a maximum County contribution of 80% of the Kaiser family rate for 2007. Effective January 1, 2008, the County insurance contribution shall be frozen at the level in effect on December 31, 2007 (\$826.90), as well as entitlement to cash back, cash back maximums, plan selection incentive and FICA reductions, if applicable. This County contribution arrangement shall be henceforth referred to as Tier A. Employees in Tier A shall remain in this tier unless they voluntarily elect to move to Tier B. Such election by an employee to move to Tier B shall be irrevocable once made.
- b. Tier B: The County shall provide an insurance contribution, henceforth known as Tier B, for employees starting employment with the County on or after January 1, 2007, and employees who were in Tier A and have voluntarily elected to participate in Tier B. The County contribution shall be reset annually on January 1 of each year. The County contribution amount shall be 80% of the premium amount for the health plan and level of

coverage selected provided, however, that the maximum amount of the contribution shall be 80% of the premium amount for the least expensive, full coverage HMO health plan option offered by the County, for the level of coverage selected by the employee. The employee shall pay through payroll deduction any additional premium not paid by the County contribution that is required for the plan option and level of coverage selected by the employee, or the default coverage if the employee did not select another plan or waive coverage as specified under the provisions of this Agreement.

- c. Effective January 1, 2008, or later, as determined by the County, employees shall be provided with at least the following:
  - (1) Medical Plan Options:
    - (a) A traditional Kaiser Foundation health maintenance organization plan
    - (b) A traditional non-Kaiser Foundation health maintenance organization plan
    - (c) Up to two (2) high-deductible health plan options, with a voluntary health savings account.
  - (2) Elimination of the Catastrophic health plan.
  - (3) Coverage Levels: Status quo shall continue for employees desiring coverage under the County medical insurance plans. Employees may elect coverage under one (1) of the following levels:
    - (a) Employee only
    - (b) Family

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

### **10.3 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.

### **10.4 DENTAL PLAN**

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

### **10.5 LIFE INSURANCE**

a. Basic Benefit: The basic life insurance benefit is \$50,000 for employees. This shall be the default level of life insurance coverage, which shall be provided at no cost to the employee.

b. Voluntary Options: The County shall provide additional options to permit employees to elect up to three (3) times their annual salary to a maximum of \$500,000 of provided and purchased life insurance. Premium rates for these supplemental options shall be determined by the County based on the quotation from the insurance carrier selected by the County to provide the life insurance.

c. Living Benefit: The life insurance benefit includes a "living benefit" option. To be eligible for this "living benefit," the claimant must be under the age of seventy (70); be diagnosed terminally ill (with life expectancy of twelve [12] months or less); not have assigned his or her employee life benefits; and not have a court order in force which affects the payment of life insurance benefits. The life insurance benefit will pay a benefit of up to 50% of the combined basic and any supplemental life amounts. The maximum amount of the living benefit is \$250,000 and the minimum is \$7,500. Should the employee recover, the amount paid under this provision would be subtracted from the face amount of his/her full benefit at the time of death.

d. Dependent Benefit: A life insurance benefit of \$5,000 (\$0 from birth to fourteen [14] days of age; \$200 from age fourteen [14] days to six [6] months) is provided for each dependent in addition to the basic life benefit provided to employees. No enrollment of dependents is generally required. Domestic partners and/or their dependents must be enrolled in the program as the dependents of an employee in order to be eligible for the dependent benefit. The Dependent benefit will be reduced from \$5,000 to \$2,000 effective January 1, 2008.

e. Conversion of Coverage: The life insurance may be converted from group coverage to private coverage upon termination of employment, or a dependent's loss of eligibility for coverage under the plan. It is the sole responsibility of the employee to notify the County within thirty (30) days of a dependent's loss of eligibility due to marriage or

reaching the limiting age for coverage. Upon timely notification, a dependent losing coverage will be offered the opportunity to convert to an individual policy. Failure to notify the County within thirty (30) days of a dependent's loss of eligibility shall result in loss of conversion privileges.

## **10.6 EMPLOYEE ASSISTANCE PROGRAM**

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

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

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

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

## **10.7 FLEXIBLE SPENDING ACCOUNTS**

Employees in the unit shall have access to the County's flexible spending account program, which provides employees with the options of dependent care assistance benefits with a calendar year maximum 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.

## **10.8 STATE DISABILITY INSURANCE**

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

b. Employees who are absent from duty because of illness or injury and have been authorized to use County-paid leave benefits, sick leave, vacation, compensating



time off, holidays and holiday-in-lieu time, shall be eligible to integrate the payment of State Disability Insurance benefits with such County-paid leave benefits. No integration of County-paid leave benefits and State Disability Insurance shall occur unless the appointing authority has approved the use of the County-paid leave benefits by the employee requesting integration.

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

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

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

integration occurs. Service credits toward seniority and step increase eligibility shall not be affected by any pay period during which an employee is on the integrated leave and State Disability Insurance program.

- (5) When an employee exhausts all available County-paid leave balances, the employee shall either return to work or request an unpaid leave of absence from his/her appointing authority. Regardless of whether the employee continues to receive State Disability Insurance payments, once all County-paid leave balances are exhausted, County compensation shall cease unless the employee returns to work.
- (6) The County shall continue its contributions towards the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods which include County payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain insurance coverage when County contributions cease.
- (7) Eligible part-time employees shall be included in this program on a prorated basis.

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

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

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

## **10.10 RETIREE HEALTH CONTRIBUTION**

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

## **10.11 HEALTH CARE REOPENER**

a. The parties recognize that during the term of this Agreement, it may be necessary for the County to reopen this Article of the contract for the exclusive purpose of negotiating health benefit changes. Where the County finds it necessary to make such changes, the County shall notify UAPD in writing. UAPD shall request to meet and

confer over any proposed changes within 10 days. The parties agree to meet and confer in good faith pursuant to G.C. 3500 et seq. It is the intent of the parties to utilize this process to maintain to the extent permissible the health care benefits and coverage currently provided.

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

## **ARTICLE XI RETIREMENT PLAN**

### **11.1 RETIREMENT CONTRIBUTION**

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 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:

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 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:

c. 2016-17: Effective the first pay period of July 2016, all employees will pay fifty percent (50%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

### **11.2 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. Employees hired on June 27, 1993, or after, shall upon hire be placed into Tier 2, but immediately thereafter shall also be given a one-time opportunity to transfer to Tier 3. For these employees who elect to transfer to Tier 3, their brief service credit in

Tier 2 will be transferred to Tier 3, and the necessary contributions will be required of both the employees and County.

d. All of the above employees shall be given a period of sixty (60) calendar days to submit in writing to the County their election to transfer to Tier 3. The employees' elections to transfer to Tier 3, or failure to elect to transfer to Tier 3 and remain in Tier 2, shall be irrevocable and shall apply to all periods of future service.

e. Effective May 14, 1993, 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.

### **11.3 SICK LEAVE COMPENSATION**

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

b. The doctor who retires shall be paid the monetary value of one-half of accrued sick leave at the time of retirement up to a maximum of four hundred (400) hours pay. Payment shall be made as soon as practical after the Retirement Board has approved the amount of the doctor's retirement allowance. Remaining sick leave shall be counted as credit toward retirement in accordance with Chapter 2.84 of the Sacramento County Code. The doctor shall retain the option of waiving the sick leave payoff and instead applying all accrued sick leave toward retirement credit. Sick leave payoff shall apply only to persons who actually retire from County service. Persons who separate from County service without retiring shall lose all right to sick leave payoff, whether or not such person receives a deferred retirement.

### **11.4 RETIREMENT REOPENER**

The parties agree to reopen this Agreement if the County enters into an agreement with any of the recognized employee organizations to improve the retirement plan for miscellaneous members of the Sacramento County Employees' Retirement System. This Agreement may also be reopened if the County initiates a proposal to improve the retirement plan for miscellaneous members.

### **11.5 RETIREMENT ENHANCEMENT FOR MISCELLANEOUS**

a. Effective June 27, 2004, or sooner if agreement is reached with all other recognized employee organizations representing miscellaneous members, the County will implement the 2% @ age 55 ½ plan and employee purchase of prior service credits to a maximum of four (4) years. The election to purchase shall be open ended with the employee purchase of the employee's share, County's share, and accumulated interest.

b. 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%.

#### **11.6 TIER 4 MISCELLANEOUS EMPLOYEE RETIREMENT**

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.

#### **11.7 TIER 5 MISCELLANEOUS EMPLOYEE RETIREMENT**

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

## **ARTICLE XII MEDICAL/DENTAL PRACTICE ACT**

### **12.1 MEDICAL/DENTAL PRACTICE ACT**

a. To ensure quality patient care, no physician or dentist shall be required to practice in a manner which is contrary to the rules and regulations set forth in the Medical/Dental Practice Act. It is expected that an employee covered by this Agreement will provide medical/dental care in a manner consistent with the community's standards.

b. When appropriate medical/dental care as determined by the treating physician or dentist has been denied by the County Case Management System, such delay or denial shall be documented in the patient's medical/dental record.

c. In addition, the physician or dentist may also submit their concerns in writing to the Medical Director. The Medical Director shall respond in writing in a timely

manner, but in no case longer than ten (10) working days with a report documenting the reason for the denial and a proposed plan of action, which will include the new time limit.

d. This provision may be appealed up to the second step of the formal grievance procedure.

## **12.2 PATIENT COMPLAINTS**

If the department receives a written complaint regarding care rendered by a physician or dentist, and the department decides to investigate, the physician or dentist named in the complaint shall be given an opportunity to review the complaint prior to discussion. The physician or dentist may submit a written response to the appointing authority. The physician or dentist shall be advised of the final disposition of the complaint.

# **ARTICLE XIII MEDICAL ADVISORY COMMITTEE**

## **13.1 RECOGNITION**

There shall be a Medical Advisory Committee (MAC) comprised of physicians and dentists to advise departmental management on medical and dental care.

## **13.2 RESPONSIBILITIES**

The County recognizes the responsibility of the MAC to recommend measures objectively to improve medical and dental care and in-service education and will, through the appropriate management representative in each department, duly consider such recommendations. The MAC shall be promptly informed in writing of the deliberations by County authorities on the formal recommendations and of decisions made relative to such formal recommendations. Committee recommendations are advisory and are not subject to the grievance procedure.

## **13.3 ATTENDANCE AT MEDICAL ADVISORY COMMITTEE MEETINGS**

a. The MAC shall meet quarterly (four [4] times a year) or as frequently as monthly with the consent of participants with the Director of Health/Human Services and/or the Chief of Correctional Health Services and/or their respective management physician/dentist designee.

b. Each respective department shall allow regular physicians working at the following facilities to attend MAC meetings.

Health and Human Services  
PCC Clinic Services

Correctional Health Services  
Main Jail

4600 Broadway, Sacramento

6511 I Street, Sacramento

Mercy Loaves & Fishes  
1321 North C Street, Sacramento

Rio Cosumnes Correctional Center  
12500 Bruceville Road Elk Grove

PCC Chest Clinic (TB)  
4600 Broadway, Sacramento

Youth Detention Facility (YDF)  
9601 Keifer Blvd., Sacramento

### **13.4 SPECIAL ATTENDANCE**

The MAC may request meetings with any department where doctors are employed. Such meetings shall be arranged through the department head who may attend in person or through a designee. The department head shall meet with the Committee within a reasonable time following the request by the Committee and such meetings shall be held at a time convenient to all parties. If a UAPD representative is to be present at a MAC meeting, the management representative shall be advised in advance.

## **ARTICLE XIV REIMBURSEMENTS**

### **14.1 MILEAGE REIMBURSEMENT**

The County shall reimburse an employee who agrees mutually 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 therefor 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, for the first 600 miles of reimbursement. For over 600 miles, the reimbursement would be at the Internal Revenue Service business mileage deduction rate less \$.15 per mile.

### **14.2 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 \$1,200 per year.

### **14.3 TRANSIT PASS**

The transit subsidy shall be increased periodically as the level of allowable transit subsidy tax exemption is increased by changes in tax rules or laws up to a maximum of \$65 per month.

### **14.4 PROFESSIONAL REIMBURSEMENT**

a. Each regular employee shall be reimbursed for expenses related to professional performance, which shall include tuition, fees, travel expenses, and other necessary incidental expenses related to attendance at educational courses, workshops, seminars, and conferences. This would also include online internet continuing medical education and/or continuing education courses.

b. Expenditures shall be at the employee's discretion, but must be related to the employee's work as a physician or dentist employed by Sacramento County, subject to approval by the department. Reimbursement shall be limited to one thousand two hundred dollars (\$1200) per fiscal year.

c. Employees can choose to utilize either this current article or article 14.2 Tuition Reimbursement but not both.

## **ARTICLE XV MISCELLANEOUS**

### **15.1 COPIES OF AGREEMENT**

The County shall at its expense print and provide to UAPD fifty (50) copies of this Agreement to distribute to employees in the unit.

### **15.2 LIST OF EMPLOYEES**

The County shall furnish semi-annually to the UAPD a list by name, class and department of employees covered by this Agreement.

### **15.3 PERSONNEL FILE**

If derogatory comments regarding performance are received by the employee's department and are placed in the employee's personnel folder, a copy of the material will be given to the affected employee who may prepare a written response which shall be placed in the personnel folder with the material containing such derogatory comment.

### **15.4 REINSTATEMENT**

Any former employee who is reinstated in the same class within a three-year period shall be considered a new employee. Such employee who left County service higher than Step 7 shall receive a starting salary higher than Step 7, but not to exceed the step which he/ she received at the time of his/ her resignation.

### **15.5 HOME ADDRESSES**



The County shall provide the UAPD quarterly, at their request, the home addresses of all employees covered by this Agreement commencing as soon as is administratively feasible following ratification of this Agreement.

## **ARTICLE XVI SENIORITY AND LAYOFFS**

### **16.1 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 physicians/dentists in a department, the County shall consider seniority in determining the order in which employees in that department will be laid off within each class which is affected by the layoff. Seniority shall be determined by the date of original appointment to the class.

b. For physicians/dentists hired prior to July 1, 1992, the Department of Health/Human Services and Medical Systems will be considered as one (1) department in determining the order in which employees will be laid off.

## **ARTICLE XVII CLOSURE OF COUNTY FACILITIES TO ACHIEVE COST REDUCTIONS**

### **17.1 FACILITIES CLOSURE**

a. The parties agree that the Board of Supervisors shall have the right to close County facilities, regardless of funding source, for up to twelve (12) workdays per year. The twelve (12) days will be determined at the sole discretion of the County. If the County, in its sole discretion, decides to invoke this authority, it will notify the UAPD of this decision and the dates of the facility closures.

b. The purpose of the facilities closure is to reduce the need for layoffs, and to establish a schedule for the uniform closure of certain County facilities and services.

b. The closure shall not apply to 24-hour institutions, to specified law enforcement functions, or other public services that normally operate on legal holidays. Services that do not normally function on legal holidays will be closed unless authorized by the Board of Supervisors or the County Executive.

### **17.2 EMPLOYEES ACCRUE DEFERRED HOURS**

a. This provision applies to all employees whose assignment normally allows them to be off work on legal holidays.

b. Such employees who do not work on the furlough days shall not be paid for those days. The reduction in pay shall be prorated over up to twenty-four (24) pay periods, two (2) pay periods for each day facilities are closed. Beginning with the first pay period of fiscal year 1994-1995, and for each pay period thereafter, four (4) hours pay shall be deferred. Employees shall be paid for seventy-six (76) hours although they work eighty (80) hours. Part-time employees shall receive prorated hours deferred and prorated salary reduction.

c. On days County facilities are closed in accordance with this provision, employees will utilize deferred hours to maintain their level of pay. If employees do not have sufficient deferred hours, they will be allowed to use vacation, CTO, or HIL leave accruals to maintain their level of pay.

### **17.3 EMPLOYEES EXEMPT FROM DEFERRED HOURS**

a. An employee who works in a unit for which the normal work schedule includes Saturdays, Sundays, and holidays shall be exempt from the reduction in pay and accrual of deferred hours.

b. A permanent employee who volunteers in writing for 4/5th's time or other part-time assignment may be granted such assignment at the discretion of the appointing authority. If such assignment is granted by the appointing authority, the appointing authority shall have the discretion to continue such assignment and return the employee to full-time status at any time during that one-year period. While in the permanent part-time assignment, the employee will be exempt from furlough. The employee's normal day off, as a result of 4/5th's or other part-time employment, may be adjusted at the discretion of the appointing authority, to coincide with the furlough day off as determined by the County.

### **17.4 PAID IF REQUIRED TO WORK**

Employees who are subject to this provision but are required to work on days County facilities are closed pursuant to the provision shall be paid for such work time at their normal hourly rate unless they are entitled to overtime pay. Their deferred time may be taken on another day.

### **17.5 BENEFITS**

There will be no reductions in County contributions to employee group insurance nor leave accruals during pay periods of office closure. There will be no reductions in retirement credits and contributions. Income tax and social security will be based on actual pay.

## **17.6 HOLIDAYS**

If a day of facilities closure is on a Friday preceding a Saturday holiday, employees will receive CTO which may be taken on another day.

## **17.7 TREATMENT OF DEFERRED HOURS AT THE END OF THE FISCAL YEAR**

Employees who have an accrued balance of deferred hours at the end of the fiscal year, may take such time off during the next fiscal year.

## **17.8 TERMINATING EMPLOYEES**

Employees who terminate employment will be paid for any accrued deferred time at their normal rate of pay.

## **17.9 ATTACHMENT "A"**

Effects of this provision on pay, benefits integration, modified workweeks, time bases, and other terms and conditions of employment are described on Attachment A for described situations. Attachment A is incorporated herein as an expressed term of this article.

# **ARTICLE XVIII TERM**

## **18.1 TERM**

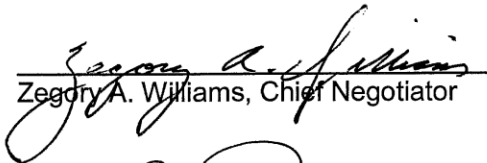
a. The provisions of this Agreement shall be effective on July 1, 2013, except as otherwise specifically provided.


b. This Agreement shall remain in full force and effect from July 1, 2013, to and including June 30, 2018.


DATED: 3-27-14


UNION OF AMERICAN  
PHYSICIANS AND DENTISTS

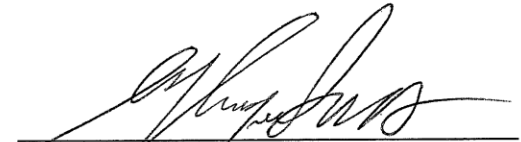
COUNTY OF SACRAMENTO

  
\_\_\_\_\_  
Gregory A. Williams, Chief Negotiator

  
\_\_\_\_\_  
Frank Ross, Chief Negotiator

  
\_\_\_\_\_  
Nereyda Rivera, Representative

  
\_\_\_\_\_  
Aron Brewer, Chief Correctional  
Health Services

  
\_\_\_\_\_  
Grant Nugent, M.D., Sheriff's Department

Attachment "A"

<b>Situation</b>	<b>Result</b>	<b>Comments</b>
SDI integration.	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals.	Currently, the employee receives no accrual while on SDI integration.
Worker's Compensation integration.	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals.	The portion that is reduced is not the temporary disability benefit.
Less than 80 hours pay (leave of absence, new hires).	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals.	Reduction is based on designation of position.
Various shifts (4/10, 9/80).	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals. If furlough is day off, another day is taken as furlough.	
Masterfile changes (ASA, promotion, demotion).	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals.	The value of the reduction is based on the hourly rate of pay in effect for that pay period.
Taxes.	Taxes are withheld on the reduced salary. Taxes include social security, federal withholding, state withholding, and SDI.	
Retirement, holidays, insurance contribution, leave accruals.	No change.	Retirement is taken based on salary before reduction. As long as the employee is

		<p>in pay status in the pay period, insurance contribution will be made and leave accruals will be earned.</p> <p>The employee must be in pay status the day before or the day after the holiday to be compensated for the holiday.</p>
--	--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Attachment "A" (contd.)**

<b>Situation</b>	<b>Result</b>	<b>Comments</b>
Terminations.	Employee is paid for any furlough hours accrued and not used.	Treated the same as any other leave balance.
Differentials.	Differentials will be paid prior to the reduction.	
Part-time employees.	No change.	Exempt per 17.3b.
Change from part-time to full-time.	No change.	Exempt per 17.3b.
Change from full-time to part-time.	4.0 hours leave accrual will be taken. Pay is reduced by 4.0 hours.	
Voluntary furlough.	4.0 hours leave accrual will be taken. Pay is reduced by 4.0 hours. If furlough day falls on day off, another day is taken as furlough.	The employee will be treated as any other full-time employee.
Not enough accrued furlough to cover furlough day.	Dock time or other applicable leave balances.	