

AGREEMENT

BETWEEN

COUNTY OF SACRAMENTO

AND

UNITED PUBLIC EMPLOYEES

COVERING ALL EMPLOYEES IN THE

OFFICE-TECHNICAL UNIT

2018-2021

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Exhibit "A"

Exhibit "B"

PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the COUNTY OF SACRAMENTO, hereinafter referred to as the County, and UNITED PUBLIC EMPLOYEES, hereinafter referred to as UPE, has as its purpose the promotion of harmonious labor relations between the County and UPE; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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

ARTICLE I RECOGNITION AND COVERAGE

1.1 RECOGNITION

a. The County recognizes UPE as the exclusive negotiating agent for all employees in the Office-Technical Unit.

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

1.2 COVERAGE OF EMPLOYEES

a. The Office-Technical Unit consists of all employees as stated in the listing of classes set forth in Exhibit "A" of this Agreement.

b. This Agreement applies only to employees in the above-described representation unit.

The County and the Union agree the impact of *Janus v. AFSCME* requires the termination of the Agency Shop provision directly related to fair share fees and the provisions are null and void.

ARTICLE II UPE RIGHTS

2.1 UPE SECURITY

a. It is the intent of this article to provide for payroll deductions of bargaining unit members to be deducted from their warrants insofar as permitted by law. The County agrees to deduct and transmit to UPE all authorized deductions from all members of the Office-Technical Unit who have signed an approved authorization card or cards for such deductions in a form agreed upon by the County and UPE. In the event the County misses one (1) or more payroll deductions in a payroll period, due to no fault on the part of UPE, the County will correct the error and remit all monies due in the next biweekly pay period, if possible, when notified by UPE in writing.

- b.
- (1) The written authorization for UPE payroll deductions shall remain in full force and effect, during the life of this Agreement between the County and UPE, unless cancelled in writing.
 - (2) The written authorization for approved insurance and benefit programs and the amount of dues, or service fees, deducted from unit members' warrants and the deductions for this purpose shall be changed by the County only upon written request of UPE.
 - (3) UPE 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 checkoff for the service fees, dues, insurance or benefit programs of UPE.
 - (4) The County shall distribute membership information packets, provided by UPE, to all newly hired employees at orientation meetings. UPE representatives may attend this orientation to make a brief presentation.

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 UPE insurance and benefit program payroll deductions when 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. The insurance and benefits programs listed herein have been determined by the County to be "approved insurance and benefit programs":

- (1) Accidental death and dismemberment
- (2) Automobile
- (3) Fire
- (4) Homeowners

(5) Long-term disability

(6) Professional liability

(7) Vision insurance

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

2.2 UPE NOTICES AND MEETINGS

a. UPE may use County conference rooms and similar building facilities for meetings with employees in the units it represents; may post material on bulletin boards provided to serve employees in the units it represents; and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within this 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; provided, however, that once scheduled, such UPE meetings may not be cancelled by the County except under emergency situations. The County may establish reasonable regulations governing the use of County facilities as provided by this section.

c. UPE shall be entitled to reasonable use of bulletin boards at all offices and work locations where they are established or where they may be reasonably necessary. UPE may request permission from the County to install secure bulletin boards. If such a request is granted, UPE shall pay for the cost of the secure bulletin board and installation.

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

e. The County Telephone Directory shall contain the UPE name, location and telephone number of the UPE office during the term of this Agreement, unless the County discontinues printing the directory.

f. UPE shall have the right to reasonable use of the County's existing internal mail system for the limited purpose of communicating with employees who have been designated in writing by UPE as officers and/or stewards. The County shall not be held responsible for untimely or lost mail.

g. UPE shall also have the right to incidental use of the County's e-mail system for the purpose of communication with individual members in the bargaining unit. Such incidental use shall not include mass distribution of Union materials or announcements or other use inconsistent with the County's Information Technology Policies.

2.3 UPE REPRESENTATION

a. A written list of employees designated by UPE as UPE stewards, broken down by work area and department, shall be furnished to the County immediately after their designation, and UPE shall notify the County promptly of any changes of such stewards. UPE stewards shall not be recognized by the County until such lists or changes thereto are received.

b. The number of stewards shall not exceed one (1) steward for every seventy (70) filled positions in the Office-Technical Unit. No more than one (1) steward shall be from the same work area in a department. UPE shall provide a list to the Director of Labor Relations when stewards are assigned and at least quarterly. Exceptions to these conditions may be granted by the Director of Labor Relations; otherwise, no steward shall be recognized nor authorized to use release time unless the above conditions are met.

c. Up to sixteen (16) UPE members in the Office-Technical Unit who are on the Governing Board shall be entitled to four (4) hours authorized UPE time off without pay per calendar month.

d. The County recognizes and agrees to meet and confer, upon request, with the designated representatives of UPE on all matters relating to the interpretation, application, or enforcement of the express terms of this Agreement. With prior approval of the County, a reasonable number of UPE representatives shall be released for this purpose without loss of pay.

e. Upon request of an aggrieved employee, a steward of UPE may investigate a grievance or dispute, provided it is in his/her area of responsibility in the department, and assist in its presentation. He/she shall be allowed a reasonable time for this purpose without loss of pay, subject to prior notification and approval by his/her immediate supervisor. For investigations which take him/her physically outside his/her regular work area, such notification shall be on a form prescribed by the County, which will state the amount of time spent for the purpose. When a steward is investigating grievances within his/her regular work area, the prior notification and approval may be oral and the form need not be used; however, the steward shall accurately record on his/her employee time sheet all on-duty time spent investigating grievances. The assignment of more than one (1) steward to handle a grievance or the assignment of a steward across department lines, shall be subject to prior approval of the Director of Labor Relations or his/her designee and approval shall not be unreasonably delayed or withheld.

f. In the selection and utilization of stewards from the ranks of part-time or temporary employees, UPE shall assume responsibility for appropriate selection of stewards so as not to unduly interfere with County organizational operations or procedures and shall explore reasonable alternatives thereto before making such selection.

g. Nothing in this section shall be deemed to limit the ability of UPE to assign UPE staff to represent employees.

2.4 UPE BUSINESS

a. Upon written request from UPE, an employee who is elected or appointed to a UPE office, or is selected for regular employment with UPE, shall be granted a leave of absence from the County without pay for a one-year period. Subsequent applications for additional one-year periods may be granted subject to the needs of the County.

b. An employee who is elected or selected by UPE, upon written request of UPE, may be granted an excused absence without pay for a period of time sufficient to attend conferences, conventions, or special training schools.

2.5 INDEMNIFICATION

UPE 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.

2.6 PAYROLL AUTHORIZATION REQUIREMENTS

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.

2.7 MAINTENANCE OF MEMBERSHIP

An employee who is a member, or who becomes a member of the UPE shall remain a member during the term of this Agreement, unless such membership is canceled in writing within the last fifteen-day period of this contract.

2.8 LIST OF EMPLOYEES AND REPRESENTATION INFORMATION

The County shall provide UPE with the following:

a. Biweekly Reports:

(1) A list of employees newly assigned into the representation unit.

This report is identified as Actions Report.

- (2) A list, identified as Fair Share Report-Employees with Dues Deductions, of employees within the Office-Technical Unit who have a UPE payroll deduction.
- (3) A list, identified as Terminated Employees, of employees who have left County service.
- (4) A list (including employees' addresses) identified as Agency Shop Report-Employees Without Dues Deduction, who do not have payroll deductions from biweekly earnings.
- (5) A list identified as UPE Dues by Representation Unit, which specifies the following information:
 - (a) Name
 - (b) Social Security number and/or personnel number.
 - (c) Employment status code
 - (d) Index
 - (e) Classification code
 - (f) Amount of gross pay earned in the pay period
 - (g) Amount of membership dues or fair share fees paid in the pay period
 - (h) Amount of membership dues or fair share fees paid in the quarter to date
 - (i) Amount of membership dues or fair share fees paid in the year to date
- (6) A list identified as Deduction-List, which specifies name, social security number, index, class code, amount, quarter to date, and year to date.
- (7) A list which identifies employees who have transferred out of the 005 (Office-Technical) Unit.

b. Quarterly Reports:

- (1) A list of all employees represented by UPE. Employees shall be listed by departments and classifications within departments. Such listing shall also indicate the class code, date assigned to the class, employment date, social security and/or personnel number, employment code, location code and salary range and step. Such lists shall be furnished quarterly to UPE on the first payday in the months of January, April, July, and October.
 - (2) Only upon request of UPE and no more than four (4) times per fiscal year, an updated list of the names and mailing addresses of all employees in the Office-Technical Unit. The list shall include the employees' classifications and departments of employment.
- c. The above mailing addresses that are provided to UPE are given to UPE for its exclusive use for the sole purpose of conducting union business and are to be kept confidential. UPE agrees not to release employee mailing addresses to any other party without the written consent of the employees.
 - d. Any questions regarding any reports provided under this section shall be made in writing to the Director of Labor Relations. The Director of Labor Relations shall respond in writing to UPE questions.
 - e. The County will provide the above lists to UPE in digital format (disk or similar medium) if such format is available from the County's payroll system.

2.9 CLASSIFICATION STUDIES

a. The County agrees to give UPE in respect to matters affecting employees in classifications it represents, copies of the final draft report of classification studies from the Department of Personnel Services to the Civil Service Commission as follows:

If the classification study modifies existing class specifications or creates new class specifications, and reallocates existing positions to different classifications, UPE shall be sent the report fourteen (14) days prior to the deadline for the Department of Personnel Services to submit its final report to the Civil Service Commission. UPE shall be obligated to provide to the Department of Personnel Services any concerns, comments, and problems it may have with the final draft report one (1) week prior to the aforementioned deadline. The County and UPE shall attempt to resolve any differences as expeditiously as possible.

b. The parties may mutually agree on a case-by-case basis to modify the above time frames.

2.10 POLICIES AND PROCEDURES

The County agrees to provide UPE copies of all County Personnel Policies and Procedures issued by the Administrative Services Agency affecting the bargaining unit.

ARTICLE III COUNTY RIGHTS

3.1 EMPLOYER RIGHTS

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

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

c. This Agreement is not intended to, nor may it be construed to, modify the provisions of the Charter relating to civil service or personnel administration. The Civil Service Commission shall continue to exercise authority over classification of jobs and procedures and standards of selection for employment and promotion.

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

e. This provision is not subject to the Grievance and Arbitration Procedure as set forth in Article V of this Agreement.

ARTICLE IV GENERAL PROVISIONS

4.1 DEFINITIONS

a. "Extra-help" means any employee who is employed for a period of short duration, whether part-time or full-time, in a position which either is designated as extra-help in the annual salary ordinance or is not contained therein.

b. "Regular employee" means any officer or employee, in civil service or not in civil service, who occupies a permanent position, whether part-time or full-time, established in accordance with the annual salary ordinance, in the class which is intended for permanent or career-type employment; any employee of the Superior Court, pursuant to Section 7160(l) and 71601 (m) of the Government Code, any elected official and any exempt deputy or assistant; and any regular employee who temporarily transfers to a temporary position.

c. "Part-Time Employee":

- (1) A part-time employee, for the purposes of this section, means any employee who is assigned to work substantially less than the normal hours of work during the employee's period of employment.
- (2) A part-time employee may be either a "regular" or an "extra-help" employee, and eligibility of such employee for the benefits provided in this Agreement shall be determined accordingly.
- (3) An employee assigned on a part-time basis shall accrue salary and benefits on the basis of actual time worked, including authorized absences with pay.

4.2 STRIKES AND LOCKOUTS

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

b. UPE 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 UPE members participate in such activities in violation of this provision, UPE shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

4.3 DISCRIMINATION

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

b. UPE, in turn, recognizes its responsibility as exclusive negotiating agent and agrees to represent every employee without discrimination, interference, restraint or coercion. The provisions of this Agreement shall be applied equally to every employee, without discrimination as to age, sex, marital status, handicap, religion, race, color, creed, national origin, sexual orientation, political or union membership. UPE shall share equally with the County the responsibility for applying this provision of the Agreement.

c. An employee shall be allowed to schedule with their department time off from duty without loss of compensation to meet with the County Equal Employment Opportunity Officer regarding a discrimination complaint by that employee. The department may require that the specific time away from the job for this purpose be compatible with the employee's duties and work schedule.

d. All County and departmental procedures on the filing and investigating of discrimination complaints shall be made readily available to every employee.

4.4 APPLICATION OF PERSONNEL ORDINANCE

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

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

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

4.5 SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdictions, or if compliance with or enforcement of any such provision shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

4.6 WAIVER CLAUSE

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter pertaining to or covered by this Agreement, except as otherwise provided herein.

ARTICLE V GRIEVANCE AND ARBITRATION PROCEDURE

5.1 PURPOSE

- a. This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.
- b. The purposes of this procedure are:
 - (1) To resolve grievances informally at the lowest possible level;
 - (2) To provide an orderly procedure for reviewing and resolving grievances promptly;
 - (3) To determine and correct if possible the cause of grievances;
 - (4) To encourage communication between employees and those in higher authority.

5.2 DEFINITIONS

- a. A grievance is a complaint of one (1) or a group of employees, or a dispute between the County and UPE, involving the interpretation, application, or enforcement of the express terms of the Agreement.
- b. As used in this procedure the term "immediate supervisor" means the individual who assigns, reviews and directs the work of an employee.
- c. As used in this procedure the term "party" means an employee, UPE or the County.
- d. As used herein, representative or UPE representative, if an employee of the County, refers to an employee designated as such pursuant to Section 2.3.
- e. As used in this procedure, the term "workday" means a day of work for the party appealing or responding to the grievance.

5.3 TIME LIMITS

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

5.4 PRESENTATION

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

5.5 EMPLOYEE RIGHTS

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

5.6 APPLICATION

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

5.7 INFORMAL DISCUSSION

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

5.8 FORMAL GRIEVANCE - STEP I

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

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

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

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

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

5.9 FORMAL GRIEVANCE - STEP 2

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

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

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

5.10 FORMAL GRIEVANCE - STEP 3

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

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

5.11 ARBITRATION - STEP 4

If the response of the County Executive or his/her designated representative is not satisfactory to UPE, UPE shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the County Executive or his/her designated representative within ten (10) workdays of receipt of his/her decision.

5.12 RESPONSE

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

5.13 COPY OF DECISION

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

5.14 SELECTION OF ARBITRATOR

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

b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation 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's name remains.

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

5.15 DECISION

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

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

5.16 COSTS

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

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

5.17 WITNESSES

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

5.18 EXPEDITED ARBITRATION

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

ARTICLE VI HOURS OF WORK AND OVERTIME

6.1 REGULAR WORKWEEK

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

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

6.2 MODIFIED WORKWEEK

Notwithstanding Section 6.1 above, employees of a specific section, unit, division, or department may work a modified workweek schedule of less than five (5) days but equal to eighty (80) hours per pay period so long as the employees remain under Social Security coverage, subject to approval of the County and UPE. Modified workweeks may be negotiated between UPE and the County for employees of a specific section, unit, division, or department, if requested by UPE.

6.3 FLEXIBLE HOURS

An individual employee may work flexible working hours that are compatible with the needs of the department and are mutually agreed upon by the employee and the appointing authority.

6.4 NOTICE OF CHANGES IN HOURS OR WORK LOCATION

a. A regular employee shall be given at least written notice of two (2) full pay periods prior to a permanent change in his/her assigned hours of work or work location. The notice requirement shall not apply to temporary or emergency assignments. An emergency is defined as a sudden, generally unexpected occurrence or set of circumstances, demanding immediate action.

b. If the proposed change in location or shift creates a hardship for an employee in terms of child care, car pool, or other such arrangements, the employee may request an extension of an additional seven (7) calendar days or more if absolutely required. Such requests for extension shall not be capriciously or arbitrarily denied.

c. Changes in hours or transfers shall not be used in a capricious or arbitrary manner.

d. Upon notification of a proposed change, an employee may request the appointing authority to waive the two (2) full pay period notice. Such request shall be made in writing.

6.5 REST PERIODS

a. All employees may be allowed rest periods not to exceed fifteen (15) minutes during each four (4) consecutive hours of work.

b. 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. Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary. The department will make every attempt to ensure employees are provided rest periods in a fair and equitable way.

6.6 MEAL PERIODS

a. An employee normally shall be allowed a meal period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the workshift. A permanent employee shall be given at least five (5) workdays' written notice prior to a permanent change in his/her assigned meal periods. The notice requirement shall not apply to temporary or emergency assignments.

b. Whenever it is necessary for an employee to work overtime in excess of two (2) consecutive hours, he/she shall be granted an additional meal period, the taking of which is optional with the employee.

c. Meal periods shall not be counted as part of total hours worked, except for an employee for whom meal periods include the actual performance of assigned duties, such as the employee who works a straight eight-hour shift.

6.7 TRAINING TIME

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

6.8 OVERTIME

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

b. Except as provided in Subsection g., an employee required to work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for such overtime with pay at one and one-half times the hourly rate or by compensating time off on the basis of one and one-half hours off for each hour of overtime worked. In cases where the employee specifically requests cash payment or compensating time off, consideration will be given to the preference of the employee. If the department is unable to schedule and grant time off within one (1) year from the date the overtime was performed, cash payment shall be made in lieu of compensating time.

c. All paid leave except sick leave shall be counted as time worked. Time worked in excess of eight (8) hours in a day shall not be counted in determining whether an employee has worked in excess of forty (40) hours in a week.

d. A part-time employee shall be compensated for overtime at his/her regular hourly rate of one (1) hour of compensating time off for each hour worked in excess of his/her normal workday or week; provided, however, for work performed in excess of eight (8) hours per day or forty (40) hours per week, he/she shall be compensated as provided in Subsection-b.

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

f. Overtime shall be distributed fairly among employees insofar as circumstances permit.

g. A regular employee required to work on a holiday shall receive, in addition to straight time pay for holiday work, overtime compensation with pay at one and one-half times the hourly rate or by compensating time off on the basis of one and one-half times off for each hour of overtime worked. In cases where the employee specifically requests cash payment or compensating time off, consideration will be given to the preference of the employee. An employee who is granted one (1) day off every four (4) weeks (H-day) in lieu of prescribed holidays shall be compensated pursuant to this subsection if he/she is required to work on a day which has been scheduled as a day off (H-day) in lieu of prescribed holidays.

h. 7/12 Work Schedule:

- (1) Overtime for an employee on the 7/12 work schedule shall be defined as paid time worked by an employee in excess of twelve (12) hours per day, or in excess of forty (40) hours per workweek.
- (2) Overtime shall be paid or accrued at the rate of time-and-one half for overtime worked in excess of twelve (12) hours per day, or in excess of forty (40) hours.
- (3) An employee shall receive compensating time off or overtime pay at the rate of time-and-one-half for hours worked in excess of twelve (12) hours per day, or forty (40) hours per workweek. The department shall have the discretion to credit compensating time off or make cash payment to an employee for overtime worked.

i. The parties mutually agree that the appointing authority shall have the sole authority to approve the use of compensatory time off (CTO) when CTO has been requested by an employee. If the employee has not taken CTO within nine (9) months from the date of accrual, the appointing authority has the sole discretion to schedule the CTO within the next three (3) months. When scheduling the use of CTO, the appointing authority will give notice to the employee a minimum of fourteen (14) calendar days prior to scheduling CTO. The appointing authority will schedule the CTO in conjunction with requested vacation time off or other regularly scheduled days off from work unless there is an operational necessity not to do so.

6.9 STANDBY ASSIGNMENTS AND CALL-BACK COMPENSATION

a. Any employee who is required to remain on standby for emergency work shall be paid the equivalent of two (2) hours' straight-time pay for each eight-hour standby shift, whether or not he/she is called to work. A standby shift of four (4) hours or less shall be compensated at one (1) hour.

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

c. Any employee called in to work shall be compensated a minimum of two (2) hours' pay.

d. Whenever an employee is directed by his/her supervisor to report to a work site and the County subsequently declares that there is no work to be completed, the employee shall be released for the day and paid two (2) hours of salary at the appropriate rate of pay.

6.10 ASSESSOR'S OFFICE ALTERNATE WORK SCHEDULES

a. The Nine-Day/Eighty-Hour (9/80) Schedule: Employees in the Office-Technical Unit may work a 9/80 work schedule as described in Section 6.11. Approval for employees to work the 9/80 work schedule shall be within the sole discretion of the Assessor.

b. The Four-Day/Nine-Hour, One-Day/Four-Hour (4/9/4) Schedule:

- (1) Employees in all classifications working at the Assessor's Office may work a 4/9/4 work schedule. Approval for employees to work the 4/9/4 work schedule shall be within the sole discretion of the Assessor.
- (2) The normal work schedule of employees on the 4/9/4 schedule shall be forty (40) hours per week with one (1) workday of four (4) hours and four (4) workdays of nine (9) hours.
- (3) Overtime for employees working a 4/9/4 schedule shall be earned when employees work in excess of nine (9) hours per day on the normally scheduled nine-hour workdays and in excess of four (4) hours per day on the scheduled four-hour workday. Overtime shall also accrue when employees work in excess of forty (40) hours per week.
- (4) Employees working a 4/9/4 modified work schedule shall take an unpaid meal period, generally in the middle of their work period, when working a nine-hour day, as provided for under the contract Section 6.6.

c. Holidays: Employees shall be granted a holiday that falls on their scheduled workday, except that if the workday is a nine-hour day, the remaining hour must be taken off as leave first from accumulated compensating time off, and second from accumulated vacation time; if there are no leave balances, then leave without pay. If a holiday falls on employees' scheduled days off, employees shall accrue eight (8) hours compensating time off. Employees on the 4/9/4 schedule whose four-hour workday falls on a holiday shall receive four (4) hours of CTO in addition to the four (4) hours of holiday time.

d. Leave Usage: For both the 9/80 and 4/9/4 work schedules, full day absences on vacation, sick leave, CTO or HIL taken by employees on a scheduled nine-hour day shall result in the deduction of nine (9) hours' accrued leave balance. A full day of leave taken on a scheduled eight-hour or a scheduled four-hour day shall result in the deduction of either eight (8) hours or four (4) hours' leave, respectively.

e. Return to Five-Day/Forty-Hour Schedule:

- (1) The individual employees shall have the right to return to the normal five-day/forty-hour work schedule at the beginning of a pay period solely upon giving five (5) workdays' written notice to the Assessor.
- (2) The Assessor shall have the right to return any individual employee, or any work section to the normal eight-hour day and five-day schedule solely upon giving five (5) workdays' written notice to the employees so affected.
- (3) The County shall have the right to return to the normal eight-hour day, five-day per week schedule solely upon giving thirty (30) calendar days' notice to UPE.

6.11 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 employees are 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, are scheduled to work four (4) nine-hour workshifts and one (1) eight-hour workshift. Because this schedule would require payment of overtime on the forty-four hour workweek, employees who do get time and one-half pay for overtime (all employees covered by the Agreement) must be assigned to redesignated work schedules as explained in Subsection-c.

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

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

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

d. Meal Periods: Employees working a 9/80 schedule normally will take an unpaid meal period in the middle of their nine-hour workshift, or between the two (2) four-hour workshifts, consistent with Section 6.6. Employees may receive one (1) rest period during the first half of their nine-hour workshift and one (1) rest period during the second half of the nine-hour workshift, consistent with Section 6.5. Employees who work two (2) four-hour workshifts may receive one (1) rest period during each four-hour workshift.

e. 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 employees are scheduled to work the two (2) four-hour workshifts, then both four-hour workshifts shall be deemed to be the holiday. If a holiday falls on employees' scheduled days off, the employees shall accrue eight (8) hours compensating time off.

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

g. Return to Five-Day Schedule, Employee's Option: Employees 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.

h. 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).

i. Employees hired on or before June 30, 1992, who are working on a 9/80 work schedule shall continue on the 9/80 schedule during the reorganization of the Health and Social Services Departments. Management retains all rights to change employees' work schedules for reasons not related to the reorganization.

6.12 FOUR-DAY/FORTY-HOUR WORKWEEK

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

- a. Overtime: Employees shall earn overtime compensation in accordance with Section 6.8, except that such overtime shall be earned when employees work in excess of ten (10) hours per day or forty (40) hours per week.
- b. Sick Leave: Sick leave with pay shall be accrued, accumulated, and taken in accordance with Section 9.2 of this Agreement and Subsection d. below.
- c. Vacation Leave: Vacation leave with pay shall be accrued and used in accordance with Section 9.1 and Subsection d. below.
- d. Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on scheduled ten-hour workshifts shall result in the deduction of ten (10) hours from employees' accrued leave balances.
- e. Holidays: Employees shall be granted the day off in accordance with Section 8.1 of the Agreement if a holiday falls on employees' scheduled workdays, except that the remaining two (2) hours must be taken off as leave first from accumulated compensating time off, and second from holiday in lieu or accumulated vacation time; and, if there are no leave balances, then leave without pay. If a holiday falls on employees' scheduled days off during the normal Monday through Friday workweek, the employees shall accrue eight (8) hours of compensating time off.
- f. Holiday In Lieu: Employees who work in a unit for which the normal work schedule includes Saturdays, Sundays, and holidays shall accrue eight (8) hours holiday time every four (4) weeks in accordance with Section 8.1 of this Agreement, except that in-lieu days off shall be for a ten-hour workday.
- g. Other Provisions: All other provisions of this Agreement shall apply to employees who work a ten-hour day/forty-hour workweek in the same manner as such provisions apply to employees who work a regular eight-hour/forty-hour workweek.
- h. Return to Normal Five-Day Schedule: The County shall have the right to discontinue the four-day work schedule by giving UPE and all affected employees advance written notice of two (2) full pay periods.

6.13 7/12 WORK SCHEDULE

a. Employees may be assigned by the County to a work schedule consisting of seven (7) workdays of twelve (12) hours each during a biweekly pay period. During one (1) week of the biweekly pay period, employees will work three (3) workdays of twelve (12) hours each, and during the other week, they will work four (4) workdays of twelve (12) hours each. The 7/12 workweek shall be re-designated so that the week commences in the middle of the last twelve-hour workshift in the four-day workweek and ends the following week on the same day and time, a period of seven (7) consecutive twenty-four hour periods.

b. Employees who work in excess of forty (40) hours per workweek shall be paid overtime or receive compensating time off as stated in Section 6.8-h.(3).

c. The 7/12 work schedule consists of eighty-four (84) hours per pay period. The additional four (4) hours above the standard forty-hour workweek shall be considered as overtime as provided in Section 6.8-h.

d. The four (4) hours of overtime described in Section 6.13-c. shall be treated as overtime for all purposes and shall not be a factor or credit for purposes of step advancement, contributions for retirement, credit towards retirement service, paid leave accruals, seniority, or any other benefit towards which overtime work is excluded in the benefit calculation. No provision of this Agreement shall be interpreted in a manner which gives the employees assigned to the 7/12 schedule greater compensation or a larger monetary benefit than that same benefit as applied to employees assigned to the five-day/eight-hour schedule and the four-day/ten-hour schedule.

e. Should for any reason whatsoever these four (4) hours of overtime described in Section 6.13-c. become applicable towards contributions for retirement or credit towards retirement service without the proper agreement of the County through the meet and confer process, the 7/12 schedule shall be discontinued immediately in accordance with the notice provisions of Subsection-m. below.

f. For training purposes, employees' 7/12 workweek schedules may be modified to schedules combining both the eight-hour workday (or ten-hour workday) and the twelve-hour workday. An example of such a combination could be the substitution of three (3) eight-hour workdays for two (2) twelve-hour workdays. In such cases, the employees shall be provided five (5) days' notice. Any change in the 7/12 workweek schedule for training purposes is not intended to modify the workweek to less than eighty (80) hours in the biweekly pay period.

g. It is agreed that the 7/12 work schedule is being implemented on a trial basis. It is further understood that the County will be continually examining both the short-term and long-term implications and impact of the 7/12 work schedule. It is also understood that the first full evaluation period of this work schedule shall be its first six-month period of operation.

h. It is also understood that the County's payroll system is not designed to handle the 7/12 work schedule as set forth in this Agreement. Therefore, it is understood that employees on the 7/12 schedule may be given instructions to complete their timesheets in a manner to provide them the correct gross pay, even though the procedure utilized may not be accurate per the timesheet categories or would be a procedure not allowable for any other employees not on the 7/12 schedule.

i. Employees on the 7/12 work schedule shall terminate all off-duty employment a minimum of twelve (12) hours prior to the start of their regular shift.

j. Meal Periods: Employees working a 7/12 schedule normally will take an unpaid meal period in the middle of their twelve-hour workshift. Employees may receive one (1) rest period during the first half of their twelve-hour workshift and one (1) rest period during the second half of their twelve-hour workshift consistent with Section 6.5.

k. Holidays: If a holiday falls on the scheduled twelve-hour workshift, 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 on employees' scheduled days off, the employees shall accrue eight (8) hours compensating time off.

l. 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 employees' accrued leave balances.

m. Notwithstanding any other provision of this Agreement, the County shall have in its sole discretion the right to discontinue the 7/12 work schedule. The County shall give UPE two (2) pay periods' written notice of the cancellation of the 7/12 work schedule. UPE may discuss with the County the discontinuance of the 7/12 work schedule, but the County shall not be obligated to meet and confer over such discontinuance, nor shall the decision to discontinue the 7/12 work schedule be subject to the grievance and arbitration procedure set forth in Article V.

ARTICLE VII SALARIES

7.1 SALARY INCREASES

a. Fiscal Year 2018-19: Effective the first pay period after Board of Supervisors approval, salaries shall be increased by three percent (3%).

b. Fiscal Year 2019-20: Effective the first pay period of July 2019, salaries shall be increased based on the average percent year-to-year change in the Consumer Price Index (United States City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2019, rounded to the nearest one tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) or more than four percent (4%). Notwithstanding Article 11.9 (Retirement Contributions) employees shall receive a salary increase of not less than one percent (1.0%).

c. Fiscal Year 2020-21: Effective the first pay period of July 2020, salaries shall be increased based on the average percent year-to-year change in the Consumer Price Index (United States City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2020, rounded to the nearest one tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) or more than four percent (4%). Notwithstanding Article 11.9 (Retirement Contributions), employees shall receive a salary increase of not less than one percent (1.0%).

7.2 EQUITY ADJUSTMENTS

a. Fiscal Year 2018-19: Effective the first pay period after Board of Supervisors approval, an equity adjustment of one-percent (1%) shall be applied to the following classifications:

1. Office Assistant Lv. I/II
2. Account Clerk Lv. I/II
3. Audio Visual Specialist Lv. I/II
4. Imaging Specialist Lv. I/II
5. Sheriff Records Specialist Lv. I/II
6. Utility Billing Services Rep. Lv. I/II
7. Office Specialist Lv. I/II

b. Fiscal Year 2020-21: Effective the first pay period of July 2020, an equity adjustment of one-percent (1%) shall be applied to the following classifications:

1. Office Assistant Lv. I/II
2. Account Clerk Lv. I/II
3. Audio Visual Specialist Lv. I/II
4. Imaging Specialist Lv. I/II
5. Sheriff Records Specialist Lv. I/II
6. Utility Billing Services Rep. Lv. I/II
7. Office Specialist Lv. I/II

7.3 SALARY ADMINISTRATION

a. Entry Step:

- (1) The entry step within the established range for each class shall be Step "5" unless specifically designated as Step "6", "7", "8", or "9". Except as otherwise provided below, any person appointed to a class shall receive the entry step of the range of such class and shall accrue other benefits as a new employee.
- (2) Any person who is appointed to a permanent, regular position in the same class to which he or she was previously appointed pursuant to Civil Service Rule 7.7 (a) or Civil Service Rule 7.7 (e) and who has also continuously served in that capacity shall receive the equivalent to the salary step which he or she received during his or her appointment under Civil Service Rule 7.7 (a) or Civil Service Rule 7.7 (e). Time spent in any appointment made pursuant to Civil Service Rule 7.7 (a) or Civil Service Rule 7.7 (e) shall not constitute a part of such employee's probationary period.

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, demotion due to layoff or release from probation, 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 5.0%) 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 5.0%.
- (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 5.0%.

f. Transfer: Upon transfer of an employee from outside the unit to a class in the unit, 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 5.0% higher or less than 5.0% lower.

g. Demotion: A demotion is a change to a class which has a maximum salary rate which is at least 5.0% lower than the maximum salary rate of the former class. Whenever an employee is demoted due to layoff, without cause or inability on 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 (1) class series to another, as a normal consequent of career development through the County's upward mobility program, and the salary of the class the employee enters in the new class series is less than the salary the employee was receiving in the former class. A Y-rate means a salary rate, for an individual employee, which is greater than the established range for the class.

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

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

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

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

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

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

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

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

r. Exceptional Qualifications. At the request of the appointing authority and subsequent to a recommendation by the Director of Personnel Services, the County Executive may approve a salary above the established entry step for the class in order to recruit an individual who has demonstrated superior knowledge and ability in the civil service examination process 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.

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

7.4 SALARY STEP INCREASES

a. Increases to steps above the entry step shall be based on performance and length of service. The employees must have earned the equivalent of at least twenty-six (26) biweekly pay periods of full-time eligible service since his/her 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. An employee's step increase may be deferred while he/she is in provisional or probationary status. Upon receipt of a deferred increase, the employee's step increase date shall be the same as it would have been had the increase not been deferred; and retroactive payment will be made.

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

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

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

g. Continuous extra-help employment up to fifty-two (52) weeks of full-time service, or the equivalent, shall be considered as eligible service for a step increase for 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.

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

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

j. Only regular employees are eligible for salary step increases.

7.5 MULTI-LEVEL SALARY CLASSIFICATIONS

a. For regular employees, the salary level at which initial appointments are made to classes with more than one (1) salary level, and advancement from the lower to the higher salary level of such classes (for example, from Level I to Level II) shall be at the discretion of the appointing authority provided the minimum qualifications as stated in the class specifications as adopted by the Civil Service Commission are met. Advancement from the lower to higher salary level shall not be arbitrarily or capriciously denied.

b. By virtue of this provision, the Civil Service Commission is given the authority by both the County and UPE to determine the appropriate minimum qualifications for the salary levels of current and new classes. However, neither UPE nor the County have transferred or assigned any meet and confer rights or obligations

regarding the establishment of minimum qualifications for salary levels to the Civil Service Commission.

7.6 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, 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. Prior written notice shall be provided to the employee 24 hours before any deduction occurs.

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:
 - (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-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 retirement, social security and court-ordered payments.

7.7 NIGHT SHIFT PAY

a. Employees in classes which characteristically work shifts shall receive night shift differential pay if one-half or more of their work period is before eight a.m. or after five p.m.

b. Employees in classes which do not characteristically work shifts shall receive night shift differential pay if one-half or more of their work time during a biweekly pay period is before eight a.m. or after five p.m.

c. Night shift differential pay shall be seven and one-half percent (7-1/2%) of the employee's standard daily or biweekly salary rate.

7.8 TRANSCRIBING DIFFERENTIAL

Employees whose regular work assignment is transcribing from a voice reproduction device for a majority of hours worked in a pay period, and who are in a classification that does not normally require such transcription duties, shall be paid a differential of five percent (5%) above their base pay.

7.9 YOUTH DETENTION FACILITY SPECIAL PAY ALLOWANCE

A regular employee assigned to the Youth Detention Facility shall receive a differential of two and one-half percent (2.5%) of the employee's standard hourly rate of pay.

7.10 BILINGUAL PAY

a. An employee who is in a selectively certified position or a special class, either of which requires that the employee utilize bilingual skill or knowledge of a specified culture, shall be entitled to bilingual-cultural pay as provided in this section.

b. Other employees shall be approved for bilingual-cultural pay if:

- (1) The department head determines that bilingual skill is a requirement of the employee's position; and
- (2) The employee agrees to utilize his/her bilingual ability and/or cultural knowledge on the job; and
- (3) The employee is able to demonstrate bilingual proficiency that is satisfactory to the County; and

- (4) The assignment is in writing and reviewed on an annual basis.
- c. Sign language may be treated as a bilingual skill pursuant to this subsection.
- d. An employee who qualifies pursuant to the above shall be paid either:
 - (1) Oral skills differential of thirty cents (\$.30) per paid hour per pay period. Effective the first biweekly pay period after Board approval, the oral skills differential shall increase to forty cents (\$.40) per paid hour per pay period; or
 - (2) Oral/written skills differential of thirty-five cents (\$.35) per paid hour per pay period. Effective the first biweekly pay period after Board approval, the oral skills differential shall increase to fifty cents (\$.50) per paid hour per pay period.

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

7.11 PAY DIFFERENTIAL FOR WORKING IN A VACANT HIGHER CLASSIFIED POSITION

- a. The purpose of this provision is to permit compensation of an employee who is properly assigned in writing to perform the significant duties of a higher classified position for relief necessitated by the temporary vacancy caused by the incumbent's absence or pending the filling of a vacant position.
- b. The differential applies only if the following conditions are met:
 - (1) The position to which the employee is temporarily assigned must be vacant or the incumbent must be absent from duty.
 - (2) The higher class to which the employee is assigned must have a salary range at least five percent (5%) higher than the salary range of the employee's class who is being temporarily assigned.
 - (3) The assignment shall be made by the appointing authority in writing formally specifying the period of the temporary assignment.
 - (4) The employee must satisfactorily perform the essential significant duties of the vacant position which justify that position's allocation to a higher classification.

c. The five percent (5%) differential shall cease (1) when the absent incumbent returns to duty, (2) when the vacant position is filled, or (3) when the assignment is terminated by the appointing authority, whichever occurs first. However, under no circumstance may any temporary assignment continue nor is any compensation authorized in excess of sixty (60) workdays, unless so authorized in writing by the Director of Personnel Services, in which case an additional fifteen (15) workdays may be authorized. The purpose of the fifteen (15) workday extension is to allow the necessary time to make a civil service appointment to the vacant position.

d. This pay differential shall not be utilized to circumvent the civil service appointment process.

7.12 SACRAMENTO MENTAL HEALTH CENTER RETENTION INCENTIVE

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

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

7.13 WELLNESS INCENTIVE PROGRAM

a. Effective with Pay Period #14, beginning June 14, 1992, the County shall establish a Wellness Incentive Program. Eligible full-time regular employees who use twelve (12) hours or less of sick leave in Pay Periods #1 through #13 of any year shall receive a wellness certificate enabling them to take eight (8) hours off with pay during the following six-month period. Eligible full-time employees who use twelve (12) hours or less of sick leave in Pay Periods #14 through #26 of any year shall receive a certificate enabling them to take eight (8) hours off with pay during the following six-month period. The certificate shall have no monetary value. The approval for the use of the eight (8) hours of paid time off for employees who have earned a wellness certificate shall not be arbitrarily or capriciously denied.

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 unpaid leaves 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 10.4 or who select the disability leave option pursuant to Section 9.6, 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. If employees are denied wellness certificates due to leave covered under the FMLA, such employees shall be entitled to such certificates upon show of proof.

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; 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 of time off, and four-fifths employees would receive certificates for 6.4 hours of time off.

d. This program does not restrict employees' ability to use sick leave as authorized by Section 9.2 of this Agreement.

e. The County shall provide UPE with a copy of the County Policy and Procedure necessary to implement the County's Wellness Incentive Program as outlined above.

7.14 SENIOR PRINTING SERVICES OPERATOR

An employee in the class of Senior Printing Services Operator in the Department of General Services who is assigned in writing to perform major repair work on the Heidelberg TOK Chain Delivery printer and/or the Diddegraphic A - 850 - A printing equipment shall be paid a differential of five percent (5%).

7.15 SHERIFF'S SERVICES REPRESENTATIVE (LEVEL II) – SHERIFF'S SERVICE CENTER

a. Employees in the class of Sheriff's Services Representative (Level II) who are assigned in writing by the appointing authority and work in a Sheriff's Service Center shall receive a five percent (5%) pay differential.

b. This pay differential shall not apply to any Sheriff's Services Representatives (Level II) who are reassigned from a Sheriff's Service Center to another activity.

c. This pay differential is not considered part of the base salary when placing employees in a salary range of a promoted class.

7.16 SHERIFF'S SERVICE REPRESENTATIVE – COMMUNICATIONS CENTER

a. Employees in the class of Sheriff's Service Representative assigned to the Communications Center shall receive a ten percent (10%) pay differential. Such differential shall be based on the employees' standard hourly rates.

b. This pay differential is not considered part of the base salary when placing employees in a salary range of a promoted class.

7.17 PAY DIFFERENTIAL FOR SPECIAL ASSIGNMENTS AS COLLECTION SERVICES AGENT

a. The purpose of this provision is to permit compensation of an employee who is properly assigned in writing to perform special assignments as a Collection Services Agent.

b. The differential applies only if the following conditions are met:

- (1) The assignment shall be made by the appointing authority, or designee, in writing formally specifying the period of the special assignment.
- (2) The assignment may include, but is not limited to, the most difficult and complex tasks, special assignments, or lead responsibility over other staff.

c. The special assignment differential shall be 9.2% of the employee's base salary.

d. The special assignment differential shall cease when the assignment is terminated in writing by the appointing authority or designee, or the period of the assignment has expired, whichever occurs first.

e. The parties agree to review the use of this special pay differential after a one-year period, but no later than April 1, 2001. This special pay differential shall remain in full force and effect until changed or modified by mutual agreement.

7.18 DHA CalWIN APPLICATION REGISTRATION DIFFERENTIAL

a. Employees in the classifications of Office Assistant II and Senior Office Assistant in the Department of Human Assistance (DHA) who work in DHA offices that perform application registration shall receive a two and one-half percent (2.5%) pay differential.

b. The Department of Human Assistance shall meet and confer with UPE about the impact and implementation of changes to the Application Registration process including, but not limited to, training and employee safety.

c. This pay differential shall sunset with the expiration of this Memorandum of Understanding.

7.19 AUDITOR APPRAISER ADVANCED CERTIFICATION DIFFERENTIAL

Employees who submit evidence of eligibility for certification will receive payment effective the date the procedures for eligibility verification are established beginning the first pay period of July 2014.

- (1) Employees in the classifications of Auditor Appraiser I/II, Associate Auditor Appraiser, and Senior Auditor Appraiser who obtain an Advanced Appraiser for Property Tax Purposes Certification from the State Board of Equalization shall receive a differential of additional base salary of five percent (5%).

7.20 COMPENSATION SURVEY

1. The County agrees to conduct a compensation survey of the following job classifications: Office Assistant II, Sr. Office Specialist, Collection Services Agent II, Utility Billing Representative II, Sr. Audio Visual Specialist, Deputy Public Guardian, and Communication Operations Dispatcher II, and Airport Operations Dispatcher II. The County and the subcommittee selected by UPE shall meet regularly on the conduct of this survey.

2. Study results shall identify the market for each job classification and the percentage plus or minus (rounded to the nearest tenth) above or below the County job classification. Employees in job classifications that are at or above market shall receive no adjustment. The parties agree to meet and confer over the results of the survey.

7.21 AIRPORT DISPATCHER RANGE B

Airport Dispatcher Range B shall receive a two and half percent (2.5%) differential in the standard hourly rate.

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) Such holidays shall include:
 - (a) January 1 - New Year's Day
 - (b) Third Monday in January - Martin Luther King, Jr.'s. Birthday

- (c) February 12 - Lincoln's Birthday
 - (d) Third Monday in February - Washington's Birthday (observed)
 - (e) March 31 – Cesar Chavez Day
 - (f) Last Monday - Memorial Day in May
 - (g) July 4 - Independence Day
 - (h) First Monday in September - Labor Day
 - (i) Second Monday in October - Columbus Day
 - (j) November 11 - Veterans' Day
 - (k) Fourth Thursday in November - Thanksgiving Day
 - (l) Day after Thanksgiving
 - (m) December 25 - Christmas Day
- (2) When January 1, February 12, March 31, July 4, November 11, or December 25 holidays fall on Sunday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the Monday following as a holiday with pay.
- (3) When January 1, February 12, March 31, July 4, November 11, or December 25 falls 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.
- (4) It is the intent of the parties that County employees shall take off from work the Fridays enumerated herein except where the needs of the service require otherwise.

b. 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 employees' regular work schedules. If not scheduled and taken every four (4) weeks, such time shall accrue at the rate of four (4) hours each biweekly pay period. The appointing authority shall have complete and sole discretion to determine the date or dates on which the employees shall be required to take off all or part of accrued holiday-in-lieu (HIL) time

and the appointing authority shall have complete and sole discretion to assign such time off except as outlined below.

- (1) The appointing authority will give the employees at least seven (7) days' notice when scheduling HIL time.
- (2) The appointing authority will not assign employees off on HIL time for more than ten (10) hours per pay period unless employees are taking a vacation of more than ten (10) hours, in which case the appointing authority can assign the employees off on HIL time instead of vacation time for as much time as the appointing authority deems necessary. It is not the intent of this section to cause employees who have reached their maximum vacation accrual to lose vacation when scheduling HIL time. The maximum accrual of HIL time for a twelve-month period is one hundred and four (104) hours. Cash payment shall be made for HIL time in excess of one hundred and four (104) hours.

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

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

8.2 HOLIDAY WHILE ON VACATION

If a holiday falls during a regular employee's vacation, that day shall not be charged against the employee's accrued vacation.

ARTICLE IX LEAVES

9.1 VACATION

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 their regular work assignments 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:

Approximate

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

*eight-hour day

c. Consistent with the requirements of the department as determined by the appointing authority, accrued vacation time may be taken by employees as soon as it is accrued (even during the first six [6] months of County service). After six (6) months from the date of hire, the procedure as set forth in Subsections e. and f. shall apply. Reinstated employees may use accrued vacation during the first six (6) months of service, subject to the needs of the departments. Employees who separate or are terminated from County service or who take military leave in excess of one hundred eighty (180) days shall be paid the monetary value of their full terminal vacation.

d. Whenever possible, vacations shall be granted at the time requested by the employees. Total class seniority shall be considered as only one (1) of the factors by supervisors in resolving conflicts in scheduling of vacation requests. 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.

e. With advance approval by the immediate supervisor, vacation may be used to attend to emergency personal business. If advance notice and approval is not possible, approval may be given by the immediate supervisor after the fact.

9.2 SICK LEAVE

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

b. Sick leave credits shall accrue at the rate stated above and may be used for sick leave with pay as provided below:

- (1) A regular employee may use sick leave for personal purposes or family purposes as provided in this section.
- (2) For personal purposes, a regular employee may use sick leave for:
 - (a) 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,
 - (b) Absence from duty for examination or treatment by a medical doctor or dentist, under circumstances not involving quarantine or incapacity, provided; however, whenever feasible, such absence shall be scheduled at the discretion of the appointing authority; or
 - (c) For a period of time, not to exceed four (4) hours, to donate blood. Absence from duty for donating blood will be approved only upon return to the supervisor of an official receipt reflecting the donation.
- (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 spouse, child, stepchild, parent, stepparent, grandparent, grandchild, great grandchild, great 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 childbirth.

- (d) To attend an eligible family member, at any location, during serious medical treatment or operation, including childbirth.
- (4) The appointing authority may require reasonable substantiation of the need for, and use of, sick leave. Such substantiation requirements by the appointing authority shall not be arbitrary or capricious.

9.3 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 upon return to duty shall substantiate the need for, and use of, sick leave.

9.4 FAMILY DEATH LEAVE

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

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

- (13) father-in-law; father of registered domestic partner
- (14) any child or close relative who resided with the employee at the time of death.

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

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

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

9.5 MILITARY LEAVE

Employees shall be granted military leave as required by statute.

9.6 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 period of disability for which payment is provided under Worker's Compensation Insurance, the employee shall elect to either:
 - (a) Retain any worker's compensation benefits received during

the pay period and receive full pay. The employee shall use their accrued sick leave, vacation CTO and HIL on an hour-for-hour basis to cover all hours the employee is absent from duty due to the work-related disability during the applicable pay period. Or,

- (b) Retain any worker's compensation benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the worker's compensation benefits added together are equivalent to the employee's full pay. The employee shall use his/her accrued sick leave, vacation, CTO, and HIL in an amount equal to one-half of the number of hours the employee was absent from work during the pay period due to the work-related disability. If, however, the amount of the worker's compensation benefits is subtracted from the employee's full pay for the time off due to the disability, and the remainder is less than one-half of the amount of such full pay, then only the number of leave balance hours necessary to equal that remainder shall be charged.
- (c) All disability leave provisions of this section shall terminate when the employee uses all accrued sick leave, vacation, CTO or HIL balances, or upon the date of the employee's recovery from disability, receipt of permanent disability under Worker's Compensation Insurance, retirement, termination from County employment or death.

9.7 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.

d. An employee who is scheduled to work on a night shift or weekend shift and is required to appear for jury duty shall, upon sufficient advance notice to the department, at the request of the employee be transferred to the day shift for the duration of jury duty.

e. When an employee is subpoenaed by the District Attorney of Sacramento County to testify in a criminal proceeding as a witness, the employee shall be allowed to testify with no loss of County compensation. The employee shall submit to his/her department written verification of the time required to testify. Verification shall be indicated on the subpoena and signed by the District Attorney's Office.

9.8 ASSIGNMENT OF LEAVE FOR CATASTROPHIC ILLNESS AND OTHER PURPOSES

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

9.9 CONSERVATORSHIP DUTY LEAVE

An employee shall not be denied use of accrued leave to attend conservatorship hearings and related court appearances where the employee is the court-appointed conservator or is petitioning the court to be appointed conservator of a relative.

9.10 MATERNITY LEAVE OF ABSENCE

a. An employee's request for leave of absence without pay before, during or after childbirth shall be granted. Such leaves shall not exceed six (6) weeks from date of delivery unless otherwise medically determined.

b. An eligible employee may request a leave of absence without pay for up to a maximum of one (1) year to care for a new born child.

9.11 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 employee shall be one hundred and sixty (160) hours. Parental leave shall be prorated for 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 the employee's domestic partner's child, or (2) in the case of adoption, the initial date of residence of such child with the employee. The maximum one hundred and sixty (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 (1) year unpaid leave of absence that an employee may request for child care or family reasons following the birth or adoption of a child.

9.12 COUNTY EMPLOYEES AS VOLUNTEER POLL WORKERS PROGRAM

a. Any regular County employee, other than an employee assigned to the Division of Voter Registration and Elections, may apply for paid leave from County employment to serve as a volunteer poll worker in a polling place in Sacramento County through the County Employees as Volunteer Poll Worker Program when the election day and/or required poll worker training fall within the employee's regularly scheduled 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 each volunteer poll worker. The stipend shall not be counted in any computation of the total wages or compensation paid the employee by reason of his/her regular employment with the County.

c. Any regular County employee who qualifies and is approved for the County Employees as Volunteer Poll Workers Program will receive his/her regular pay while on paid leave from County employment for one (1) regularly scheduled workday that falls on the day of the election and for such leave time prior to the election as is necessary, including travel, to attend the required poll worker training during the employee's work hours. No overtime or compensatory time shall be earned or accumulated during such paid leave.

9.13 LEAVES OF ABSENCE

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

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:

- (1) For medical and dental programs covered in this article, eligible dependents are an employee's lawful spouse or domestic partner (as

defined by Section 297 of the California Family Code) and children [natural, step, adopted, legal guardianship (up to 19 or full time student up to 24), and/or foster] of the employee or domestic partner, who are qualified IRS dependents for purposes of pre tax payment of health insurance premiums of the employee or domestic partner, up to twenty-six (26) years of age. Appropriate documentation verifying the relationship to the employee is required.

- (2) The County medical plans qualify as a “grandfathered” plan under the Patient Protection and Affordable Care Act and other related legislation and regulations until December 31, 2013 for the purposes of complying with the requirement of extending adult dependent coverage to age 26. Qualified dependents that are not eligible as an adult dependent defined by federal legislation may be eligible to participate in the program as a full time student through December 31, 2013. A full time student carries a minimum of 12 units, is unmarried, and under the age of 24.
- (3) For life insurance, Flexible Spending Account (medical reimbursement) and EAP programs covered in this article, eligible dependents are an employee’s lawful spouse or domestic partner (as defined by Section 297 of the California Family Code), and unmarried children (natural, step, adopted, legal guardianship, and/or foster) of the employee or domestic partner, who are qualified IRS dependents of the employee or domestic partner, up to age nineteen (19) or up to twenty-four (24) years of age if they are a full time student.
- (4) Disabled dependents are able to continue coverage beyond the limiting age if the disability occurred while the dependent was covered under a County-sponsored plan or prior to the dependent’s 19th birthday, and is certified by a licensed physician.

c. Enrollment In Benefits Plans:

- (1) Commencement and Termination of Benefits: Upon enrollment by the employee, benefits shall commence on the first day of the month following an employee’s date of hire in a benefit-eligible position with the County. Benefits in force shall terminate on the last day of the month in which the employee terminates County employment.
- (2) Breaks in Coverage: Breaks in coverage, such as those due to leaves of absence shall not affect the employee’s date of hire for purposes of determining medical plan eligibility. If an employee fails to re-enroll within thirty (30) days after returning from a leave of absence that resulted in a break in coverage, he/she shall be

automatically enrolled in the level of medical, dental, and basic life insurance coverage in which he/she was enrolled prior to the leave of absence.

- (3) If a new employee fails to enroll, he/she shall automatically be enrolled in the default level of medical, dental, and basic life insurance coverage on the first of the month following thirty (30) days in a benefit-eligible position. Employees shall be charged the applicable level of employee contribution, if any, for each plan. During the first thirty (30) days of employment, employees hired on or after December 21, 1997, may waive coverage under the medical plan program by providing proof satisfactory to the County Benefits Office that the employee has other group medical insurance coverage. Employees hired prior to December 21, 1997, are not required to show proof of other coverage in order to waive coverage under the County's plan. 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. Once coverage has gone into effect, it may not be changed except as provided in Subsection 10.1-c.(4) below.
- (4) Employees subsequently desiring to make a coverage change may do so only under the following circumstances: (1) during any open enrollment period for coverage effective on the 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 (IRC) Section 125 and authorized under the County's Section 125 qualified cafeteria benefits plan (to include but not limited to marriage, divorce, new registered domestic partnership, dissolution of registered domestic partnership, birth, death). Employees hired prior to December 21, 1997, are not required to show proof of other coverage in order to waive coverage under the County's plan. Employees seeking to waive coverage shall show proof satisfactory to the County Benefits Office 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 IRC. The employee will be responsible for any tax consequences resulting from the inclusion of a dependent who does not meet the applicable tax code definition of a dependent.

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:

- (1) Employees hired prior to December 21, 1997, with medical insurance or health plan coverage whose premium rate is less than the County contribution shall receive a cash payment not to exceed \$535 per month minus the cost of the premium, if any. For such employees who are covered by social security (FICA), this cash payment will not exceed \$535 per month minus the cost of the premium, if any, for the employee's medical insurance or health plan coverage, minus a percentage equal to the County's social security contribution rate on FICA taxable wages, and minus any County costs (excluding FICA) which are applicable to such cash payment, if any. For such employees who are not covered by social security, the cash payment will be calculated in exactly the same manner, except there will be no deduction of the percentage equal to the County's social security contribution rate on FICA taxable wages. Employees hired on or after December 21, 1997, shall not receive this cash payment. Current employees who receive cash-back benefits shall be grandfathered for the duration of their continuous employment history with the County of Sacramento. Such cash-back benefit shall be a vested right.
- (2) Employees hired prior to January 1, 2007, will be placed in Tier A. The County contribution in effect as of the date of this Agreement will continue at those levels until December 31, 2007. 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 (\$826.90) entitlement to cash back, cash back maximums (\$535), plan selection incentive (PSI) (\$150), and if applicable, FICA reductions, shall be frozen at the level in effect on December 31, 2007. 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. Employees who wish to elect to move from Tier A to Tier B may do so under the following circumstances: (1) Open Enrollment; (2) Qualified Status Change Event (as defined under Section 125 IRC); (3) upon the occurrence of certain qualifying events as prescribed by the Health Insurance Portability and Accountability Act; or, (4) change of bargaining unit.

Employees receiving the PSI and who waive coverage under the County's program shall continue receiving the PSI while in Tier A.

- 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 recalculated annually to be effective 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. (See HMO sideletter). 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. Until December 31, 2007, or later, as determined by the County, employees shall be provided with at least the following medical plan options:

Kaiser Foundation Health Plan

A health maintenance plan

A health plan with a Point of Service (POS)

A catastrophic health plan

- d. 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 (See HMO sideletter)
- (c) One (1) or two (2) high deductible health plan options, with a voluntary health savings account

(2) Coverage Levels: Employees may elect coverage under one (1) of the following levels:

- (a) Employee only
- (b) Family
- e. The default medical plan enrollment shall be the County's lowest premium traditional HMO employee-only coverage level. Upon implementation of a high deductible health plan, the default medical plan enrollment shall be the employee-only coverage of that plan.
- 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 premium for dental insurance for employees and covered dependents. The default level of dental insurance coverage shall be employee-only coverage.

1. The dental insurance plan referenced is the Delta Dental Plan currently in force.
2. The benefits provided under this plan are described in the brochure for Group No. 2476, effective January 1, 2012.
3. This plan will continue in force and effect for the term of the 2013-2018 Agreement.
4. The County agrees to negotiate with United Public Employees (UPE), any changes to the plan and each agreement prior to implementing any changes to the plan.
5. The Orthodontic lifetime maximum and Dental Accident coverage are not applied to the annual deductible amount.

10.5 LIFE INSURANCE

a. Basic Benefit: The basic life insurance benefit is \$15,000 for employees. This basic benefit 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 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.

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 premium for 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.

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

The County will provide a flexible spending account, which provides employees with the options of dependent care assistance with a calendar year maximum of \$5,000, unreimbursed medical expenses with a calendar year maximum of \$2,400. On a calendar year basis beginning as soon as 2012, but also upon agreement by all Sacramento County Recognized Employee Organizations, the medical expense reimbursement calendar years maximum shall increase to \$2,500. 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.

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. No request for an unpaid leave of absence shall be considered unless the employee submits proper and adequate verification of the need for such leave to the appointing authority in a timely manner. The appointing authority shall have the discretion to approve or deny such leave of absence, but a denial shall not be on an unreasonable basis. Regardless 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 LABOR-MANAGEMENT COMMITTEE ON HEALTHY WORKPLACES

a. The County and UPE agree to establish a joint Labor-Management Committee to study and formulate a pilot Healthy Workplaces Program (HWP). The HWP shall be designed with the objective to generate future cost savings to the County and employees and may include, but not limited to, on a voluntary basis, annual health screenings, stress reduction programs, chronic illness prevention and monitoring, fitness program, a smoking cessation program, and an incentive plan with lower premiums for participating employees. All other recognized employee organizations (REO's) shall be invited to participate on the Committee.

b. Implementation of the HWP developed by the Committee shall be subject to agreement between the County and UPE.

c. The parties agree to hold an initial meeting and establish a future schedule of meetings not later than January 1, 2007. The parties further agree to make every effort to implement the HWP on January 1, 2008.

d. UPE may appoint up to two (2) employees from the Office-Technical Unit and two (2) employees from the Welfare Non-Supervisory Unit to be members of the Committee.

10.10 RETIREE HEALTH CONTRIBUTION

Beginning the pay period that starts June 30, 2013, the County will not provide a subsidy toward the payment of insurance premiums for medical or dental insurance for retirees.

ARTICLE XI RETIREMENT PLAN

11.1 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 employee 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.

11.2 DISABILITY RETIREE-RETURN RIGHTS

a. This section applies to any person who formerly held permanent status in a civil service class from which such person was placed on disability retirement, who is subsequently determined by the Retirement Board to not be incapacitated and who is eligible for reinstatement as provided in Government Code Section 31730.

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

11.3 DEFERRED COMPENSATION

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

11.4 DEFERRED COMPENSATION - TEMPORARY EMPLOYEES

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

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

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

11.5 RETIREMENT 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% @ 55½ 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 PURCHASE OF ADDITIONAL RETIREMENT CREDIT

a. Effective January 1, 2007, or as soon thereafter as administratively possible, and contingent upon agreement from all other recognized employee organizations, and subject to the provisions of Section 31658 of the County Employees Retirement Law of 1937 ('1937 Act'), an active employee who has at least five years of credited service with the Sacramento County Employees' Retirement System ('SCERS') may elect to purchase up to five (5) years of additional retirement credit ('ARC'). ARC means time that does not otherwise qualify as County service, public service, military

service, medical leave of absence, or any other time recognized as purchasable service credit by SCERS.

b. ARC time will not be included for purposes of meeting the minimum qualifications for service or disability retirement, or for purposes of establishing eligibility for any benefits based on thirty (30) years of service, additional ad hoc cost-of-living benefits, or any other benefits based on service credit except to the extent that the County expressly includes ARC time when determining benefits over which the County has sole authority. ARC time will, however, be added to the employee's total retirement service credit for purposes of calculating the retirement allowance, and as such will be included in the determination of the annual cost-of-living adjustment ('COLA') for retirees.

c. The employee will be responsible for paying the full actuarial cost of the ARC time being purchased, as determined by SCERS in consultation with its actuary, as of the time of commencement of the purchase.

d. The ARC time may be purchased by lump sum payment, or by installment payments over a period not to exceed ten (10) years, in accordance with the limitations imposed by the United States Internal Revenue Service, as determined by SCERS' tax counsel, and in accordance with the service purchase rules established by SCERS. In order to receive credit for ARC time, the purchase must be completed on or before the effective date of the employee's retirement, or within one hundred twenty days (120) after the employee's effective retirement date. If an ARC purchase is not completed on or before the employee's retirement date, or within one hundred twenty days (120) after the employee's retirement date, a prorated amount of the ARC time will be added to the employee's existing service credit based on the amount actually paid by the employee.

e. ARC time may be purchased in minimum increments of six (6) months. An existing installment payment plan to purchase ARC time must be paid off in full before an employee can initiate a new installment payment plan to purchase additional ARC time.

11.7 TIER 4 MISCELLANEOUS EMPLOYEE RETIREMENT

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

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

11.8 TIER 5 MISCELLANEOUS EMPLOYEE RETIREMENT

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

11.9 RETIREMENT CONTRIBUTIONS

Fiscal Year 2014-15: Effective the first pay period of July 2014, all employees will pay twenty percent (20%) of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

Fiscal Year 2015-16: Effective the first pay period of July 2015, all employees will pay an additional twenty percent (20%) of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

Fiscal Year 2016-17: Effective the first pay period of July 2016, all employees will pay an additional forty percent (40%) of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

Fiscal Year 2017-18: Effective the first pay period of July 2017, all employees will pay not more than fifty percent (50%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

ARTICLE XII ALLOWANCES AND REIMBURSEMENT

12.1 UNIFORM ALLOWANCE

a. Employees who are required to furnish and wear uniforms in the performance of their duties shall be reimbursed \$200 per year, payable every six (6) months in arrears, in January and July. Employees who are eligible for a uniform allowance for less than the full six-month period shall receive a prorated payment.

b. Employees who are required to wear uniforms in the performance of their duties but who are not required to furnish such uniforms shall be provided such uniforms by the County and shall not be eligible for the uniform allowance as provided in Subsection a., above.

c. If the County requires additional employees to wear uniforms, the County will provide notice to the UPE and will meet and confer upon their request.

d. Employees in the class of Sheriff's Correctional Facility Recreation Specialist who are required to furnish and wear uniforms in the performance of their duties shall be reimbursed \$640.00 per year, payable every six (6) months (\$320.00) in arrears, in January and July. Employees who are eligible for a uniform allowance for less than the full six-month period shall receive a prorated payment (\$53.33 per month) based upon the employees' hire/termination dates and status during the previous six-month period.

12.2 MILEAGE REIMBURSEMENT

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

12.3 TRANSIT PASS

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

12.4 MEALS AT SACRAMENTO MENTAL HEALTH TREATMENT CENTER

All employees who are assigned to work at the Sacramento Mental Health Treatment Center shall be permitted to purchase meals at the Sacramento Mental Health Center at a cost of \$1.25 per meal.

ARTICLE XIII SAFETY AND HEALTH

13.1 OBJECTIVE

The County and UPE will cooperate in the continuing objective of eliminating accidents and health hazards. The County shall continue to make reasonable provisions for the safety and health of its employees during hours of their employment.

13.2 SAFETY REPRESENTATIVE

a. UPE may designate a UPE member to be the UPE Safety Representative who shall be allowed a reasonable amount of release time to investigate complaints concerning safety at County work sites. This release time shall be scheduled so as to

minimize the impact upon the employee's own work unit. UPE shall provide the name and the department of the designated member to the Internal Services Agency at least quarterly. The designated member shall not be recognized nor authorized to use release time unless this condition is met.

b. UPE shall notify the appropriate supervisor in charge of the work area or unit and the departmental safety coordinator of any safety-related complaint prior to UPE's commencing its investigation of the complaint. If an unsafe practice or condition is not corrected within a reasonable time period, the UPE representative shall contact the County Risk Manager.

c. The County shall develop and implement safety training for all field service employees regarding county safety policy, conflict resolution/verbal defense, and basic threat assessment and personal safety in the field.

13.3 RUBBER FLOOR MATS

The County will provide rubber mats at counter locations where there are concrete, hardwood or other types of inflexible flooring if the job requires employees to spend significant time working at the counter.

13.4 SAFETY SHOES

When it is determined by the County that the wearing of safety shoes/boots is required of certain employees, the County will provide the shoes/boots.

ARTICLE XIV CAREER DEVELOPMENT

14.1 PERFORMANCE EVALUATIONS

a. The purpose of performance evaluations is employee development. Performance evaluations are designed to instruct an employee as to how he/she may better meet his/her job objectives. Performance evaluations are not to be used for disciplinary action.

b. An employee who is evaluated shall be given an opportunity to read and sign performance evaluations prior to the placement of such material in the employee's personnel file. The employee shall receive a copy of the performance evaluation and shall have the right to discuss the evaluation with his/her supervisor as well as to file written comments pertaining to the content of the evaluation within thirty (30) days of the employee's review.

c. Performance evaluations shall reflect specific written job-related expectations.

d. The evaluative content and/or supervisory ratings of an employee's performance evaluations are not grievable under the terms of this Agreement, however, an employee may grieve if the procedures set forth above are not followed.

14.2 EDUCATION REIMBURSEMENT

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

14.3 CONFERENCES

The County may allow employees time off without loss of compensation to attend seminars, conferences, and meetings when such attendance will benefit the County. Conference attendance among employees is intended to be fair and equitable. If requested by the employee, the County shall provide the reason for denial of an employee's request to attend a conference.

14.4 TIME OFF FOR PROMOTIONAL EXAMINATIONS

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

14.5 TRANSFER INTERVIEWS

Whenever an employee is requested to appear for a transfer interview, the employee shall be released from duty without loss of compensation while being interviewed during normal work hours. Every effort should be made to schedule transfer interviews at times that minimize interference with County operations. Such release time shall include reasonable travel time to the interview site and return to work.

14.6 EQUAL EMPLOYMENT OPPORTUNITY REPRESENTATIVE

The County and UPE agree that discrimination in employment due to race, ethnic group or sex is a subject of major mutual concern. Any duly appointed member of the Equal Employment Opportunity Committee shall serve without loss of compensation. In the event that UPE does not have an appointed representative, UPE shall have the right to appoint a representative to attend the committee meetings without loss of compensation.

14.7 PARALEGAL CERTIFICATE OF CONTINUING EDUCATION

An employee assigned to the Paralegal class is required to certify completion of continued legal education. Such employee may attend County legal training in the departments offering such training on County time if the class attended occurs during the Paralegal's normal working hours and is required for the Paralegal's Certificate of continuing education.

14.8 EDUCATION AND CERTIFICATION INCENTIVE PAY

a. Regular employees in the job classes listed below are eligible for education incentive beginning the first biweekly pay period after submission of evidence of eligibility to the person designated by the appointing authority.

b. Employees who submit evidence of eligibility for certification pay will receive payment effective the date the procedures for eligibility verification are established including retroactive payment to the period beginning July 1, 2011 should agreement on procedures and criteria be delayed until after that date.

- (1) Education Incentive Pay: Additional salary shall be paid to an employee with education credits. To qualify for such additional salary, an employee must (1) have completed the following college level semester units¹ from an accredited, recognized college or university as verified by the Department of Personnel Services; and (2) attain a minimum grade of "satisfactory" on all course work:
 - (a) Thirty (30) to fifty-nine (59) undergraduate semester units above the minimum qualifications for the employee's job classification. Additional salary: 2.5% of base salary.
 - (b) Sixty (60) or more undergraduate semester units above the minimum qualifications for the employee's job classification. Additional salary: 2.5% of base salary.
- (2) Certification Incentive Pay: Additional salary shall be paid to an employee for possession of certification(s). To qualify for additional salary, such certification(s) shall meet the following criteria:
 - (a) Certification is not required as part of the minimum qualifications specified in the employee's job classification.
 - (b) Recognized certificates include those offered at the following institutions: California State University system, University of California system, and the Community College system. UPE and the County shall meet to determine additional recognized certificates and the amount of assigned salary differentials.

¹One semester unit is the equivalent of one and one-half quarter units.

- (3) Compensation:
- (a) For purposes of this section, “base salary” shall mean a qualifying employee’s straight time hourly rate of pay, and shall not include overtime, skill pay, or other salary differential(s) or pay.
- (b) No employee who qualifies for both Certification and Education Incentive pay shall receive additional salary of more than 5%.
- (4) Dispute Resolution: The determination of approved accredited recognized colleges or universities and recognized certifications is not subject to the grievance/arbitration provisions of this Agreement.
- (5) Eligible Classes: Changes to the following list of eligible classes shall be made by mutual agreement of the parties.

Account Clerk, Level 1
Account Clerk, Level 2
Audio/Video Specialist
Senior Account Clerk
Assessment Technician
Claims Assistance Specialist
Collection Services Agent, Level 1
Collection Services Agent, Level 2
Communicable Disease Investigator
Data Entry Operator
Election Assistant
Health Education Assistant
Imaging Specialist, Level 1
Imaging Specialist, Level 2
Legal Secretary 1
Legal Secretary 2
Legal Transcriber
Medical Records Technician
Medical Transcriber, Level 1
Medical Transcriber, Level 2
Office Assistant, Level 1
Office Assistant, Level 2
Office Specialist, Level 1
Office Specialist, Level 2
Planning Aide, Level 1
Planning Aide, Level 2
Printing Services Operator, Level 1

Printing Services Operator, Level 2
Printing Services Technician
Real Estate Specialist
Secretary
Senior Data Entry Operator
Senior Election Assistant
Senior Imaging Specialist
Senior Legal Transcriber
Senior Office Assistant
Senior Office Specialist
Senior Printing Services Operator
Senior Sheriff's Records Specialist
Senior Utility Billing Services Representative
Sheriff's Jail Librarian
Sheriff's Records Specialist, Level 1
Sheriff's Records Specialist, Level 2
Utility Billing Services Representative, Level 1
Utility Billing Services Representative, Level 2
Veterans Claims Representative

- c. Effective the first pay period of July 2014 add the following classifications:

Business License Inspectors
Real Property Appraisers I & II
Real Property Associate Appraisers
Real Property Senior Appraisers

ARTICLE XV EMPLOYEE ASSIGNMENT AND RETENTION

15.1 PROBATIONARY PERIOD

a. The probationary period for an employee shall be six (6) months, except in respect to those positions for which a longer period has been prescribed by the Civil Service Commission pursuant to the County Charter. The County agrees not to recommend a probationary period longer than six (6) months respecting any positions in County service within the units represented by UPE without prior notification and discussion with UPE.

b. Any former employee who held permanent status in a class at the time of resignation shall be required to serve the probationary period of any class to which he/she is reinstated.

15.2 COUNTY-WIDE VACANCY NOTIFICATION

a. Effective not later than July 1, 2008, the County agrees to implement a County-wide on-line job posting system designed to (1) announce vacancies in permanent positions prior to filling such vacancies; and (2) permit interested employees to apply for such vacancies.

b. This section shall be administered pursuant to the following principles:

- (1) Departments will make a good faith effort to announce all vacancies in permanent positions as they occur.
- (2) Departments may make exceptions to announcing some positions due to cases of sexual harassment, unlawful EEO discrimination, violence in the workplace, medical accommodation, or workload balancing.
- (3) Departments shall not be required to interview employees who apply for a vacancy.
- (4) Departments shall not be required to select employees who apply for a vacancy.
- (5) This section shall not be subject to Article V. Section 5.11 (Arbitration) of this Agreement.

15.3 OFFICE CLOSURES/RELOCATING EMPLOYEES

In the event the County closes one (1) or more branch offices, the County agrees to discuss with UPE, upon request, personnel moves associated with that action. The County shall endeavor to give notice to UPE of such office closures.

ARTICLE XVI MISCELLANEOUS

16.1 LETTERS OF REPRIMAND

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

b. An employee may grieve whether a formal letter of reprimand was given for just cause through to Step 3 of the grievance procedure of the Agreement. Letters of reprimand are not arbitrable and the grievant shall not have the right to refer the matter to binding arbitration.

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

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

16.2 DESK FILES

a. An employee will have access to view his/her desk files and receive copies upon request at a time that is mutually convenient.

b. Supervisors will review the contents of the supervisor's desk file annually (generally at the time of the annual performance evaluation) and remove any materials that are not of current relevance from said files, including any electronic desk file.

c. An employee shall have the right to insert into his/her desk file reasonable supplemental material and a written response to any item in the file within thirty (30) calendar days of the employer placing an item in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the desk file.

d. The supervisor's desk file will be transferred between supervisors when an employee transfers to a different position in the department or when there is a change in the employee's supervisor. The prior supervisor's comments should be included in the performance evaluation for the period they supervised the employee.

e. Material removed from the supervisor's desk file will be destroyed or given to the employee. Written confirmation shall be provided to the employee within 10 business days.

16.3 AUTOMATIC RESIGNATION

a. If an employee fails to report to his/her worksite, and has given no notification to his/her appointing authority or direct supervisor, the employee shall be considered absent without leave. If an employee is absent without leave for five (5)

consecutive workdays, such employee shall be considered to have voluntarily resigned from County service. A notice of automatic resignation shall be sent by certified mail to the employee's last known address. The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which he/she is assigned.

b. A permanent employee may, within twenty-one (21) calendar days of the effective date of such separation, file a written request with the appointing authority for reinstatement. Reinstatement may be granted only:

- (1) If the employee makes satisfactory explanation to the appointing authority as to the cause of the employee's absence or failure to obtain leave therefor; and
- (2) The appointing authority determines that the employee is ready, able, and willing to resume the discharge of the duties of his/her position; or
- (3) If the appointing authority consents to a leave of absence to commence upon reinstatement.

c. The appointing authority may grant an exception to item b above on a case by case basis.

d. This section does not preclude the employee from requesting reinstatement under the provisions of the Personnel Ordinance or any relevant sections of this Agreement.

16.4 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 quarterly or more often if mutually agreed to 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 UPE 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.

16.5 LABOR-MANAGEMENT CHILD CARE COMMITTEE

The County agrees to establish a Joint Labor-Management Child Care Committee to study the feasibility of on-site child care for County employees, without a County subsidy. The Office-Technical Unit shall be entitled to one (1) seat on the Committee. The study shall include, but not be limited to, the review of site selection, proposed pilot projects, employee preferences, and the use of private child care providers.

ARTICLE XVII SENIORITY, LAYOFFS, REDUCTION-IN-HOURS IN LIEU OF LAYOFF, RETURN AND REEMPLOYMENT

DIVISION A

APPLICATION-PURPOSES-RIGHTS

17.1 COUNTY EMPLOYEES ASSIGNED TO THE MEDICAL CENTER COMPLEX

a. This section shall have effect only if the Board of Regents of the University of California agrees to be bound by its provisions and only for the term of this Agreement.

b. During the term of this Agreement between the County and UPE, any layoff of County employees assigned to the Medical Center Complex shall be conducted pursuant to its provisions rather than pursuant to the provisions of the November 20, 1972, Agreement between the County and the University of California entitled "Agreement Providing for Transfer of Operation, Control and Ownership of the Sacramento Medical Center." The provisions of this Agreement between the County and UPE shall constitute the sole and exclusive rights and procedures for the layoff of County employees assigned to the Medical Center Complex. Because this Agreement supersedes the Agreement between County and University, County employees shall derive no layoff rights from the provisions of the Agreement between the County and University or from Sacramento County Code Section 2.78.820 (SCC 226, Sec. 2.1975) which implements the Agreement between the County and the University. Layoff rights of County employees assigned to the Medical Center Complex shall be confined to and among County employees. County employees have no layoff rights in relation to University employees since this Agreement between the County and UPE does not apply to University employees.

17.2 PURPOSE

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

17.3 DEFINITIONS AND INTERPRETATIONS

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

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

- g. Temporary Employee: A person who has been appointed from a list of eligibles, or provisionally in the absence of a list, to a position which is other than a permanent position.

17.4 VOLUNTARY REDUCTION IN HOURS

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

b. Approval of requests for part-time employment lies within the discretion of the appointing authority. Once a request for part-time employment is approved, the employee will be assigned to part-time employment as soon as is administratively feasible. A volunteer so assigned may not be involuntarily returned to full-time status any earlier than ninety (90) days following such assignment and may continue in a part-time position beyond the ninety-day period as long as the employee and the appointing authority mutually agree.

17.5 VOLUNTARY LEAVE OF ABSENCE WITHOUT PAY

The County may, as an alternative to, or in conjunction with a layoff, call for volunteers from amongst the members of the class in the department in which layoff is contemplated, to take a leave of absence without pay for a period of time mutually agreed upon between the employee and the appointing authority. No such leave of absence without pay shall extend beyond one (1) year.

17.6 SELECTIVE CERTIFICATION FOR SPECIAL SKILLS

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

17.7 LAYOFF

a. When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in a department, the order in which employees will be laid off within each class which is affected by the layoff shall be based on seniority as provided in Section 17.9.

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

c. Prior to the layoff of any probationary or permanent employees, any permanent employees who currently are serving in temporary positions in that class shall

be separated and returned to the class in which they hold permanent status in that department.

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

17.8 RIGHT TO DEMOTE

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

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

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

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

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

17.9 SENIORITY

a. Seniority shall be determined by the date of employment with the County. For purposes of this article, the "date of employment with the County is defined as the date the employee's most recent date of entry into County service, as a permanent appointment.

b. A seniority list shall be prepared for each class for purposes of layoff and shall include all probationary and permanent employees in that class.

- (1) Where seniority dates are the same, ties shall be broken by the last two digits of the individual's Social Security numbers, with the lower number equating to higher seniority. For example, if the last four digits of one employee's Social Security number is 9502 and the other employee's last four digits of the Social Security number is 9501, the employee with the 9501 will be deemed more senior.

- (2) If there is still a tie after application of the last two digits of the Social Security numbers, the tie will be broken by the last three digits of the individuals' Social Security numbers, with the lower number equating to higher seniority. Each successive number of the employees' Social Security numbers to be used if there continues to be a tie until the tie is broken.

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

17.10 JURISDICTION

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

DIVISION B LAYOFF

17.11 NOTICE OF LAYOFF

a. Each employee subject to layoff shall be given written notice of layoff. The notice shall prescribe the effective date of layoff. The written notice shall either be personally handed to the employee, delivered to his/her last known address, or mailed to the last known address if such address is a post office box number. The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which he/she is assigned. The notice shall be deemed served on the date it is personally handed to the employee, or on the date it is left at his/her last known address, or on the date it is mailed to his/her last known address, as the case may be.

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

17.12 NOTICE TO UPE

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

employee to be laid off and show the date of service of the notice of layoff to each employee who is to be laid off.

17.13 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 17.14 through 17.24 shall apply to grievances concerning the validity or timeliness of service of notice of layoff, the order of layoff, or the identification of who is laid off under the order of layoff.

17.14 GRIEVANCE

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

17.15 TIME, PLACE AND MANNER OF FILING

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

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

17.16 DELIVERY TO UPE

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

17.17 COMPLAINTS BY UPE

a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 17.16 or twenty-two (22) calendar days after the filing of a grievance by UPE, whichever is earlier, UPE shall file a consolidated complaint with respect to all such grievances. The complaint shall name all employees previously named in a grievance, who UPE asserts has been not validly served with notice of layoff, not served in a timely manner, misplaced within the order of layoff, or incorrectly identified for layoff under the order of layoff. Employees named in a timely grievance filed by UPE or a timely employee grievance, who are not so named in

the complaint, shall be deemed to have been validly and correctly identified for layoff under the order of layoff.

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

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

17.18 ARBITRATION - SCHEDULING

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

17.19 CONSOLIDATION OF PROCEEDINGS

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

b. Consolidation shall be effected by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice shall designate the arbitrator for the consolidated hearing from among those specified in Section 17.20-a., or in the event of their unavailability, the arbitrator selected pursuant to Section 17.20-c.

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

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

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

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

17.20 APPOINTMENT OF ARBITRATOR

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

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

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

17.21 HEARINGS

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

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

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

17.22 QUESTIONS

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

- a. Whether or not the notice of layoff was served in a timely manner in compliance with the provisions of this article;
- b. Whether the order of layoff complied with the terms of this article;
- c. Whether the identification of particular employees for layoff violated the terms of this article;

- d. The remedy, in the event it is determined that layoff did not comply with the terms of this article; and,
- e. The employee or employees who should have been identified for layoff.

17.23 DECISION

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

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing or hearings. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state the reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.
- b. The arbitrator shall not have jurisdiction or authority to order reinstatement, back pay or any other relief for any employee who is identified for layoff in violation of the terms of this article, unless the employee has been identified in both a timely grievance and a timely complaint.
- c. The arbitrator shall not have jurisdiction or authority to revise the order of layoff as to any employee except to the extent necessary to grant relief to an employee determined to have been assigned an improper order of layoff alleged in both a timely grievance and a timely complaint.
- d. The arbitrator shall have authority, in the event of a determination that an employee incorrectly identified for layoff in a timely grievance and a timely complaint, to order the reinstatement of such employee with back pay. For each employee so reinstated, the arbitrator shall determine and designate the employee currently working for the County who should have been identified instead, and shall order the layoff of each such employee. The order of layoff shall become effective fourteen (14) calendar days following service of the notice of layoff which results therefrom pursuant to Section 17.11.
- e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff of fewer personnel than ordered by the County or which otherwise impairs the discretion of the County to determine the number of personnel within each department who will be employed.
- f. The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit his/her decision to the application and interpretation of its express provisions.

- g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by those interpretations.
- h. The decision of the arbitrator shall be final and binding as to all matters within his/her jurisdiction.

17.24 COSTS

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

DIVISION C REEMPLOYMENT

17.25 ENTITLEMENT

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

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

17.26 TYPE OF POSITION

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

17.27 LIMITED-TERM

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

17.28 DEPARTMENTAL REEMPLOYMENT LISTS

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

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

17.29 COUNTY-WIDE REEMPLOYMENT LISTS

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

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

17.30 APPOINTMENT AND CERTIFICATION PRIORITIES

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

- a. A vacancy in a class shall be filled first from the Medical Center transfer eligible lists prescribed in Section 7.7(d) of the Civil Service Rules, as that section existed prior to August 15, 1974. If the vacancy is not filled by appointment from the Medical Center transfer eligible list, then;
- b. The vacancy shall be filled from that departmental reemployment list for the class in which the vacancy exists and for the department in which the vacancy exists. Persons shall be appointed to vacancies in the order of the list.

- (1) One (1) person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.
 - (2) A person to whom an appointment is intended to be offered may be contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless the person has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to the person's last known address, and the person has failed to accept the appointment in writing within five (5) calendar days following the date of mailing of the notice.
- c. No persons shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name shall be certified for vacancy in excess of one (1).
- (1) For each person who declines an offer of appointment, an additional name shall be certified.
 - (2) A person on the County-wide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as is specified in Section 17.30-b.(2).
 - (3) If there are fewer than three (3) names on the County-wide reemployment list, a rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

17.31 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS

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

- a. Upon the expiration of two (2) years following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule. (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)
- c. Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Section 17.30-b.(2) except in instances where the person states in writing that he/she temporarily is medically incapacitated.
- d. In the event a person states in writing that he/she does not desire appointment from the list, or fails to file a written statement expressing his/her desire for appointment within five (5) calendar days following certified mailing to the person's last known address.

17.32 REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS

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

- a. Upon the expiration of two (2) years following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within the County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule. (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)
- c. In the event a person states in writing that the person does not desire appointment from the list, or fails to file a written statement expressing the person's desire for appointment within five (5) calendar days following certified mailing, to the person's last known address.
- d. Removal from the departmental reemployment list. The removal shall be from that County-wide reemployment list for the class to which the departmental reemployment list applied.

- e. Except as provided in Subsection 17.31-c., a person shall be authorized to decline appointment to a class to which the person has been certified by submitting a written statement which objects to the appointment on the basis of the identity of the department, geographical location of the job, or shift schedule of the job. Such a declination shall not result in removal of the person from the County-wide reemployment list. The person shall not thereafter be certified for appointment to a vacancy which falls within the description of the written objection.

17.33 EFFECT OF REEMPLOYMENT

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

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

17.34 SERVICE OF REEMPLOYMENT LISTS

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

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

17.35 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 17.36 through 17.42 shall be applicable only to disputes arising under Division C of this article.

17.36 EXISTENCE, ORDER AND CONTENTS OF REEMPLOYMENT LISTS

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

b. No later than twenty (20) calendar days following each service of reemployment lists upon UPE, UPE shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list required by this article, has established a reemployment list prohibited by this article, the order of personnel contained on any one (1) or more of the lists violates the provisions of Sections 17.25, 17.26, 17.27, 17.28, 17.29, or 17.30 that personnel have been placed on a list in violation of said sections, or that personnel have been omitted from the lists in violation of said sections.

c. The grievance shall specifically identify:

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

d. The grievance shall be filed with the County's Director of Labor Relations, and shall be received by the Director not later than twenty (20) calendar days following service of the lists pursuant to Section 17.34.

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

17.37 OTHER MATTERS

a. Except as to matters referred to in Section 17.36, UPE and any persons laid off from a class in a class covered by this article shall be authorized to file a grievance alleging a violation of Sections 17.25 and 17.33.

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

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

17.38 PRE-ARBITRATION HEARING

a. A hearing shall be held by the County Executive or his/her designee on all grievances filed pursuant to the provisions of Sections 17.36 and 17.37, not later than ten (10) working days following the date of filing. UPE shall be given advance written notice of the time, date and place of all such hearings, and shall be authorized to appear and participate therein.

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

c. The County Executive or his/her designee shall issue a written decision not later than five (5) working days following the date of the hearing, and shall mail copies to the grievant or grievants and UPE.

17.39 REQUEST FOR ARBITRATION

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

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

17.40 ARBITRATION SCHEDULING

Timely requests for arbitration shall be submitted to and determined by an arbitrator. Each arbitration proceeding shall commence not earlier than fifteen (15)

calendar days and not later than forty-five (45) calendar days following the date of filing of the request.

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

17.41 DECISION

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

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.
- b. The arbitrator shall not have jurisdiction or authority to revise the order of either a County-wide reemployment list or departmental reemployment list as to any person on such a list who has not been alleged in a timely grievance to have been placed in incorrect order thereon, except to the extent necessary to grant relief to a person determined to have been placed in incorrect order who was so alleged in a timely grievance.
- c. The arbitrator shall not have jurisdiction or authority to invalidate the employment of any person who has been reemployed from either a County-wide reemployment list or departmental reemployment list or to grant any relief to a person on such a list who should have been so reemployed or certified for appointment, except as to persons named in a timely grievance.
- d. The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit his/her decision to the application and interpretation of its express terms.
- e. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators and subsequent arbitrators shall be bound by the interpretations by prior arbitrators of the terms of this article.

- f. The decision of the arbitrator shall be final and binding as to all matters within his/her jurisdiction.

17.42 COSTS

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

DIVISION D MISCELLANEOUS

17.43 WITNESSES

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

17.44 SICK LEAVE BALANCE REINSTATEMENT

When an employee is laid off pursuant to this article, and subsequently rehired from a department or County-wide reemployment list within the time period specified in Section 17.25-a., the County shall reinstate the employee's sick leave balance recorded on the date of the layoff.

ARTICLE XVIII DISCIPLINE AND DISCHARGE

18.1 PURPOSE

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

18.2 DEFINITION

- a. As used herein, "disciplinary action" means demotion, reduction in pay step in class, suspension or discharge of an employee with permanent civil service status.
- b. As used herein, "parties" means the County and UPE, Local #1.

18.3 PERSONS AUTHORIZED TO INITIATE DISCIPLINARY ACTION

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

18.4 APPLICATION

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

18.5 CAUSE FOR DISCIPLINARY ACTION

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

- a. Fraud in securing appointment.
- b. Incompetency.
- c. Inefficiency.
- d. Inexcusable neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drunkenness on duty.
- h. Addiction to the use of narcotics or habit-forming drugs.

- i. Inexcusable absence without leave.
- j. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- k. Discourteous treatment of the public or other employees.
- l. Political activity prohibited by state or federal law.
- m. Willful disobedience.
- n. Violation of any of the prohibitions set forth in Section 71 of the Sacramento County Charter.
- o. Refusal to take and sign any oath or affirmation which is a federal, state or County requirement.
- p. Any failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the County or his/her employment.
- q. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification.
- r. Any violation of Civil Service Commission Rule 6.6-a which prohibits the solicitation of waivers.
- s. Failure to pay a service fee, or a contribution required in lieu of a service fee, pursuant to an agency shop provision in a labor agreement between the County and a recognized employee organization, where the disciplinary action in question is provided for in such agreement.

18.6 CAUSES FOR PERSONNEL ACTION DUE TO PHYSICAL OR MENTAL DISABILITY

For non-disciplinary reasons, a permanent employee's employment may be terminated or a permanent employee may be reduced in rank because of physical or mental disability which disability precludes the employee from the proper performance of the essential duties of his/her job. Any such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 18.5.

18.7 NOTICE REQUIREMENT AND EFFECTIVE DATE OF ORDER

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

b. A copy of the proposed and final notice of disciplinary action shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address which is within the personnel file of the employee within the department to which he/she is assigned. If notice is provided by mail, the employee should be deemed to have received notice five (5) days after the date of mailing. At the same time, service shall be made to UPE, Local #1.

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

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

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

18.8 APPEAL

a. UPE, Local #1 shall have the right to appeal on behalf of an employee who is subject to the disciplinary action, within fifteen (15) calendar days after receiving the final order of disciplinary action, by filing a written notice of appeal with the Director of Labor Relations. The notice of appeal shall contain the name and address of the person to whom all written communication regarding this appeal shall be sent.

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

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

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

e. If UPE, Local #1 fails to file a notice of appeal within the time specified in Subsection a. of this section, the disciplinary action shall become final without further action.

18.9 APPOINTMENT OF ARBITRATOR

a. The parties to the hearing and to the selection of the arbitrator shall be UPE, Local #1 and the County.

b. The selection of the arbitrator shall be in accordance with Section 5.14-a. b. c. and d. of this Agreement.

18.10 AMENDED OR SUPPLEMENTAL ORDER

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

18.11 DISCOVERY

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

- (1) Those allegations in the order of disciplinary action which are admitted by the employee and those allegations in the order of disciplinary action which are denied by the employee.
- (2) The name, address and telephone number of each witness whom the responding party intends to call to testify at the hearing.
- (3) Copies of statements by any person whom the responding party intends to call as a witness.

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

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

c. Procedure for Discovery:

- (1) Personal Service: At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such hearing, any party may personally serve a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection (a) above.
- (2) Service by Mail: At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set for such hearing, any party may serve, by first-class mail, a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection a. above. The effective date of service shall be the date of the postmark.

- (3) Response: Within twenty (20) calendar days of receiving the request mentioned in (1) and (2) above, the responding party shall prepare and serve a response to the request. Such response shall be served upon the requesting party, or representative of record, by the same means as service of the request was made.
- (4) Request to be Deemed Continuing Request: The discovery request is a continuing request, which requires a continuous response. Where new or additional information becomes available to the responding party, such information shall forthwith be furnished to the requesting party, or representative of record.
- (5) Negative Response: In the event the responding party does not have an item of the information requested, the responding party shall give a written negative response as to that particular item within the time specified for response, but shall respond fully as to the information which the responding party does possess. The responding party shall comply with (4) above after such negative response.
- (6) Disputes: Any dispute between parties regarding discovery shall be resolved by the arbitrator.
- (7) Penalties for Failure to Comply: The arbitrator shall impose penalties for failure to comply with this subsection. These penalties shall be based upon the seriousness of the failure to comply, the good or bad faith of the non-complying party, and the extent to which the non-compliance results in surprise to the requesting party and handicaps the requesting party in preparing the case. The following penalties may be imposed:
 - (a) Exclusion of evidence;
 - (b) Continuing the hearing at any stage; or
 - (c) Upon proof of a willful or repeated violation, the arbitrator shall determine the issue against the noncomplying party.

18.12 TIMING AND CONDUCT OF HEARING

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

b. The employee shall be represented by UPE, Local #1.

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

d. The appointing authority may be represented by counsel.

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

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

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

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

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

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

18.13 SUBPOENAS

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

18.14 DECISION

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

b. If good cause for discipline is found, the arbitrator shall not modify the action imposed by the appointing authority unless the arbitrator determines that the discipline imposed by the appointing authority constitutes an abuse of discretion.

18.15 FINALITY OF DECISION

The decision of the arbitrator shall be final and binding.

18.16 COSTS

The fees and expenses of the arbitrator, the court reporter, and the transcript, if any, shall be shared equally by UPE, Local #1 and the County.

18.17 WITNESSES

The County agrees that an employee shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this article. The employee and UPE, Local #1 agree that the number of witnesses requested to attend and their scheduling shall be reasonable.

18.18 EXPEDITED ARBITRATION

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

ARTICLE XIX TERM

19.1 TERM

a. The provisions of this Agreement shall be effective the first pay period after approval of this MOU by the Board of Supervisors, except as otherwise specifically provided.

b. This Agreement shall remain in full force and effect to and including June 30, 2021.

DATE: _____

UNITED PUBLIC EMPLOYEES

COUNTY OF SACRAMENTO

Mike Collins, Chief Negotiator

Robert E. Bonner, Chief Negotiator

Seth Jarrett-Lee

Dennis Batchelder

Richard Reeve

Melissa Jacobs

Ernestine Stoddard

Mary Sabillo

Vicki Lowery

Melissa Lloyd

Vicki Korsak

Ruxandra Nunn

Monica Stephens

Jennifer Avalo

Loyce Randell

Jessica Pelton

June Morris

Oneida Blanson

Yvette Carson