

**AGREEMENT**

**BETWEEN**

**COUNTY OF SACRAMENTO**

**AND**

**SACRAMENTO COUNTY ALLIANCE OF LAW ENFORCEMENT**

**COVERING ALL EMPLOYEES IN THE**

**PEACE OFFICERS UNIT**

**2006-11**

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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 SACRAMENTO COUNTY ALLIANCE FOR LAW ENFORCEMENT, hereinafter referred to as the Association, has as its purpose the promotion of harmonious labor relations between the County and the Association; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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

## **JOINT LABOR-MANAGEMENT COMMITTEE**

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

- a. The committee will meet every other month or more often if mutually agreed 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 Association stewards or representatives for attendance as needed at the meetings. The number of stewards in attendance will be mutually agreed upon before each meeting.
- d. This section is not grievable within the meaning of the grievance procedure as defined in Article V of this Agreement.

## **ARTICLE 1 RECOGNITION AND COVERAGE**

### **1.1 RECOGNITION**

a. The County recognizes the Association as the exclusive negotiating agent for all employees in the Peace Officer Unit.

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

## **1.2 COVERAGE OF EMPLOYEES**

a. The Peace Officer 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.

## **ARTICLE 2 ASSOCIATION RIGHTS**

### **2.1 ASSOCIATION SECURITY**

a. It is the intent of this article to provide for payroll deductions of the Association members to be deducted from their warrants insofar as permitted by law. The County agrees to deduct and transmit to the Association all authorized deductions from all Association members in the unit who have signed an approved authorization card or cards for such deductions in a form agreed upon by the County and the Association. In the event the County misses one (1) or more dues deductions in a payroll period, due to no fault on the part of the Association, the County will correct the error in the next biweekly pay period if notified by the Association in writing within five (5) workdays of the initial transmittal to the Association.

b. (1) The written authorization for Association dues deductions shall remain in full force and effect, during the life of this Agreement between the County and the Association, unless cancelled in writing.

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

(3) The Association 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 dues, insurance or benefit programs of the Association.

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 Association insurance and benefit program

payroll deductions where they are established without prior County approval. It is understood that life insurance, except for accidental death and dismemberment, is competitive and duplicative of County-offered programs.

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

## **2.2 ASSOCIATION NOTICES AND MEETINGS**

a. The Association may use County conference rooms and similar building facilities for meetings with employees in the unit 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. The Association shall be entitled to reasonable use of bulletin boards provided to serve employees in the unit it represents at all offices and work locations where they are established or where they may be reasonably necessary.

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

d. The Association may transmit reasonable amounts of written materials through the County's departmental inter-office mail system and fax machines.

## **2.3 ASSOCIATION REPRESENTATION**

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

b. A written list of the officers of the Association and the stewards serving the representation unit, broken down by department, shall be furnished the County immediately after their designation, and the Association shall notify the County promptly of any changes of such officers or stewards. Those officers or stewards shall not be recognized by the County until such lists or changes thereto are received.

c. The number of stewards shall be a total of four (4).

d. Upon the request of the aggrieved employee, a steward or officer of the Association may investigate the specified grievance provided it is in his or her assigned area of responsibility and assist in its presentation. He or she shall be allowed a reasonable time for this purpose during working hours without loss of pay, subject to prior notification and approval by his or her immediate supervisor. Such notification shall be in writing on a form prescribed by the County, which form will state the amount of time spent for the purpose. The assignment of more than one (1) steward or officer who is an employee to handle a grievance shall be subject to prior approval of the County Executive or his representative and approval shall not be unreasonably delayed or withheld. Representatives of the Association other than officers will be permitted time off without loss of pay only if they are full-time County employees.

e. Association designated representatives shall have the right to contact the County management regarding employee job training concerns.

## **2.4 AGENCY SHOP**

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

b. All employees in the Peace Officers Unit on or after the effective date of this article shall, as a condition of continued employment, beginning with the second full pay period after such effective date and until the termination of the Agreement, either:

- (1) Become a member of the Association; or
- (2) Pay to the Association a fair share fee for services rendered by the Association in an amount equal to the monthly periodic dues of the regular membership, less costs which are not related to the administration of this Agreement and the representation of non-member employees, but in no event to exceed 90% of the regular membership dues; provided, however, that each employee will have available to him/her membership in the Association on the same terms and conditions as are available to every other member of the Association; or
- (3) (a) Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any

public employee organization as a condition of employment;  
and

- (b) Pay a sum equal to the agency fee described in Subsection b. (2) to a non-religious, non-labor charitable fund chosen by the employee from those charities listed within United Way or CHAD. The employee shall furnish written proof to the County and the Association that this contribution has been made.

## **2.5 SEPARATION FROM UNIT EXCEPTION**

The condition of employment specified above shall not apply during periods of separation from the representation Unit by any such employee but shall reapply to such employee commencing with the second full pay period following the return of the employee to the representation Unit. The term separation includes transfers out of the Unit, layoff, and leaves of absence with a duration of more than two (2) full pay periods. The condition of employment specified above shall not apply to newly hired employees until the beginning of the second full pay period of employment.

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

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

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

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

a. Costs other than those described in Section 2.6-a.(1) shall not be considered when making a determination of the fair share service fee of non-members. Costs not to be included include the following:

- (1) Lobbying and other political activity including support for individual candidates or political parties.

- (2) Organizing and recruiting activities of the Association.
- (3) Payment to affiliates.
- (4) Social activities of the Association.
- (5) Charitable and philanthropic activities.
- (6) Insurance and other benefit programs.
- (7) Any strike fund.

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

a. Within sixty (60) days after the effective date of this Agreement and annually thereafter, within sixty (60) calendar days after the end of its fiscal year, the Association shall post in locations where notices to employees are customarily placed and mail to the County and to all employees a "Fair Share Fee Explanation and Notice of Right to Challenge." Such notice shall also be given to all new employees hired into the Unit prior to the solicitation or collection of any membership dues or fair share fees. Such notice shall include:

- (1) An accounting prepared and signed by an auditor from a certified public accounting firm with the overall purpose of providing an itemization of the expenditures of the Association in detail necessary for an employee to be able to reasonably determine what portion of regular membership dues would be allocable to the cost of negotiation and contract administration as defined in Section 2.6 above.
  - (a) The accounting will utilize data from the prior fiscal year and shall include the following information:
    - (i) A breakdown of the Association's actual revenue by source.
    - (ii) A breakdown of each major category within the union's budget and indicating the actual expenditures within each category including the portion of each category allocable to the costs of negotiation and contract administration as defined in Section 2.6.
  - (b) The petition shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures or procedures

being challenged. The petition must include the name, address, and social security number of the challenger.

- (c) During the pendency of the challenge, the amount of the fair share fee reasonably in dispute shall be placed in an escrow account established by the Association.
- (d) The dispute described in the challenge petition shall be heard by the Association within thirty (30) calendar days after filing. If the written response of the Association is not satisfactory to the employee, such employee shall have the right to refer the matter to binding arbitration in accordance with procedures established by the Association.
- (e) The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.
- (f) The costs of the arbitration shall be borne by the Association.

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

Should the Association fail to post the required annual Fair Share Fee Explanation and Notice of Right to Challenge set forth above within the required sixty (60) days after the effective date of this Agreement or the end of its fiscal year, the County shall have the right to give the Association two (2) pay periods' notice to provide the required notice. If the Association fails to provide the required notice by the expiration of the two (2) pay periods, then the County shall make no further payroll deductions of any kind on behalf of the Association (dues, fair share fees, insurance, et cetera) until such time as the Association provides the required notice.

## **2.10 LABOR ORGANIZATION ANNUAL REPORT**

Annually, the Association shall file with the Director of Labor Relations a copy of the U.S. Department of Labor Form LM-2 (Labor Organization Annual Report). Such report shall be filed within sixty (60) calendar days after the end of the Association's fiscal year. Such reports shall be made available to employees in the unit.

## **2.11 FAILURE TO FILE LABOR ORGANIZATION ANNUAL REPORT**

If the Association fails to file and provide the County with the financial disclosure information as required above, then the County shall have the right to give the Association two (2) pay periods notice to provide the required LM-2 form. If the Association fails to provide the required LM-2 form at the expiration of the two (2) pay periods, Subsection 2.4-b. shall become inoperative and the County shall make no

further fair share or charitable contributions pursuant to that subsection until such time as the Association provides the required LM-2 form.

## **2.12 JUST CAUSE FOR TERMINATION**

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

## **2.13 PROCEDURE FOR FAIR SHARE TERMINATION**

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

- (1) The Association shall notify the employee (a copy to the appointing authority) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering a fair share service fee, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, the Association will request that the employee be terminated as provided in this article.
- (2) If the employee fails to comply, the Association shall file with the appointing authority, in writing, proof of compliance with Subsection a.(1), the specific charges, and a demand that the employee be terminated. The charges shall include:
  - (a) A statement that it is proposed that the employee be discharged from employment;
  - (b) A statement of the cause of the proposed discharge of the employee;
  - (c) A statement in ordinary and concise language of all specified facts or omissions upon which the cause is based;
  - (d) A copy of all Association documents relevant to the proposed action or a statement advising the employee and his/her appointing authority of the time and place where they may have access to such documents.
- (3) The County shall serve a copy of the written charges upon the employee either personally or by certified mail, return receipt requested. The appointing authority shall give written notice to the Association and the employee of the scheduled date of a hearing by the appointing authority.

- (4) The parties to the hearing shall be the Association, the employee, and the County.
- (5) The appointing authority shall determine whether the Association has established cause to terminate the employee because of the violation of this article. If the appointing authority determines that there is cause for termination of the employee, the appointing authority shall terminate said employee within ten (10) days after making such determination. An employee with permanent civil service status may appeal the order of termination as provided under Article 17 of this Agreement.
- (6) The Association shall bear all costs of terminating the employee, including all costs of the County in defending any appeal of an employee from the County's termination of such employee for failure to pay a fair share service fee. Such reimbursed costs shall not include payment of the attorney selected by the County to prosecute and defend the termination action.

## **2.14 INDEMNIFICATION**

The Association shall indemnify and hold 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.

## **2.15 PAYROLL AUTHORIZATION REQUIREMENTS**

The authorization for payroll deductions described in this section 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.

## **2.16 PRECONDITIONS TO IMPLEMENTATION OF FAIR SHARE/AGENCY SHOP PROVISIONS**

- a. (1) This article becomes effective only after a secret ballot election, conducted by the County pursuant to the new labor Agreement, in which a simple majority of those voting vote to implement agency shop.
- (2) The election to implement the provisions of this article shall not prohibit or restrict an election to rescind the article as provided by Section 3502.5 of the Government Code.
- (3) The Association and the County mutually agree that the election provided for in Subsection b. of Section 3502.5 of the Government Code:

- (a) Shall be determined by a simple majority of those voting; and
  - (b) Shall be conducted following election security procedures that apply to the conduct of employee representation elections that are subject to Chapter 2.79 of the Sacramento County Code.
- (4) All employees holding status as such in classifications included in the Unit on a date thirty (30) days prior to the holding of the election shall be eligible to vote in such election and no others.

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

c. Upon implementation of the agency shop fees established by this article, the Association automatically, without further action by either the County or the Association, waives its right, if indeed there is such a right, to negotiate:

Decisions, procedures and rules of the Civil Service Commission and the Board of Retirement, so long as any action taken by such Board or Commission takes place after a public hearing, during which the Association may testify.

## **ARTICLE 3 COUNTY RIGHTS**

### **3.1 COUNTY RIGHTS**

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

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

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

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

e. This section is not subject to the Grievance and Arbitration Procedure set forth in Article 5 of this Agreement.

## **ARTICLE 4 GENERAL PROVISIONS**

### **4.1 DEFINITIONS**

a. Where the term "extra-help employee" is used in this Agreement, the term shall be given the meaning assigned in Section 2.78.240 (Sacramento County Code) as that section read on the effective date of this Agreement.

b. Where the term "regular employee" is used in this Agreement, the term shall be given the meaning assigned in Section 2.78.276 (Sacramento County Code) as that section read on the effective date of this Agreement.

c. Where the term "part-time employee" is used in this Agreement, the term shall be given the meaning assigned in Section 2.78.545 (Sacramento County Code) as that section read on the effective date of this Agreement.

### **4.2 STRIKES AND LOCKOUTS**

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

b. The Association agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the County. In the event that Association members participate in such activities in violation of this provision, the Association 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 in any way against any employee by reason of his membership in the Association, or participation in any activity approved by this Agreement, nor will the County discourage membership in the Association or encourage membership in any other employee organization.

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

### **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.

## **ARTICLE 5 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.

## **5.2 DEFINITIONS**

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

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

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

d. As used herein, "representative or the Association representative", if an employee of the County, refers to an employee designated as such pursuant to Section 2.3.

## **5.3 TIME LIMITS**

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

## **5.4 PRESENTATION**

An employee or the Association representative who is a full-time employee, or both, may present a grievance while on duty. On group grievances no more than four (4) County employees may participate on behalf of the Association while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the County.

## **5.5 EMPLOYEE RIGHTS**

The employee retains all rights conferred by Section 3500, *et sequens*, of the Government Code or Chapter 2.79 of the Sacramento County Code. Grievances pertaining to an individual employee must be signed by the employee personally on all appeals, except that the Association may appeal if the employee is not available due to extenuating circumstances.

## **5.6 APPLICATION**

Grievances as defined in Section 5.2 shall be brought through this procedure. The procedure adopted by the Board of Supervisors, effective October 1, 1969, shall not apply to employees covered by this Agreement for any purpose whatsoever.

## **5.7 INFORMAL DISCUSSION**

The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Association representative. Within five (5) workdays, the immediate supervisor shall give his 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 there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

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

b. However if the formal 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 employee may be represented by the Association representative.

d. Within five (5) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give his decision in writing to the grievant.

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

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

b. Within ten (10) workdays the appointing authority or his designee shall respond in writing to the grievance.

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

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he may appeal the decision within five (5) workdays to the County Executive. The

employee may be represented by the Association President or his designated representative.

b. The County Executive or his designated representative shall either (1) respond in writing within ten (10) workdays to the grievant; (2) give, within five (5) workdays, written notice to the grievant that the grievance is being referred to the next scheduled grievance conference at least ten (10) days subsequent to receipt of the grievance. Such grievance conferences shall be scheduled for regular meeting every other week, unless mutually agreed otherwise, during the term of this Agreement. The County Executive or his designated representative shall respond in writing to the grievance within fifteen (15) workdays following the grievance conference.

#### **5.11 ARBITRATION - STEP 4**

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

#### **5.12 RESPONSE**

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

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

At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the 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 within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of five (5) arbitrators. After receipt of the list, the parties shall alternately strike an arbitrator's name from the list until one (1) name remains. The Association shall strike the first name. If the selected arbitrator is unable or unwilling to hear the grievance, the parties shall again repeat the process unless they can mutually agree upon an arbitrator.

#### **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 provisions of this Agreement nor shall the arbitrator substitute his/her discretion in any case where the County is given or retains such discretion. The arbitrator shall limit his/her decision to the application and interpretation of the provisions of this Agreement.

## **5.16 COSTS**

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

## **5.17 WITNESSES**

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

# **ARTICLE 6 OVERTIME AND TIME WORKED**

## **6.1 OVERTIME**

a. Employees will be compensated only for overtime ordered by designated supervisory personnel. Overtime shall be discouraged.

b. Except for those classes designated exempt, or employees on approved ten-hour day, four-day workweeks, employees 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. Compensation may be paid in cash when overtime is required for the protection of persons or property, when the granting of time off would seriously disrupt the operations of the department, or in other cases of a unique nature warranting cash payment. Compensating time off shall be given in all other cases. Such compensating time off shall be used within one (1) year from the time the overtime was performed. If the department is unable to schedule and grant the time off within one (1) year, 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. Part-time employees shall be compensated for overtime at their regular hourly rate of one (1) hour of compensating time off for each hour worked in excess of their normal workday or week; provided, however, for work performed in excess of eight

(8) hours per day or forty (40) hours per week, they shall be compensated as provided in Subsection b., above.

e. Employees who work 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. Regular employees 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 hours off for each hour of overtime worked. Employees who are granted one (1) day off every four (4) weeks (H-day) in lieu of prescribed holidays shall be compensated pursuant to this subsection if they are required to work on a day which has been scheduled as a day off (H-day) in lieu of prescribed holidays.

h. No overtime is payable in respect to time spent by an employee in Basic Recruit Training. This term does not apply to assignments outside the training program during the period of such training.

i. The hourly rate for the purpose of computing overtime compensation shall include base salary plus educational incentive pay as provided in Section 12.2.

j. Payment of overtime resulting from court appearance related to off-duty jobs shall be administered as follows:

(1) Overtime incurred as a result of court appearances related to off-duty employment in which the off-duty employer is another public agency will be compensated.

(2) It is understood by the parties that overtime for court appearances related to off-duty employment involving the California State Fair and Exposition will be compensated by the State of California.

k. The parties mutually agree that the appointing authority shall have the sole authority to schedule the use of compensatory time off (CTO). If the employee has not taken CTO within the nine (9) months from the date of accrual, the appointing authority will schedule the CTO within the next three (3) months. The appointing authority will give notice to employees a minimum of fourteen (14) calendar days prior to scheduling CTO. Whenever possible, 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 emergency need.

## 6.2 FOUR-DAY WORKWEEK SCHEDULES

Employees assigned to a four-day workweek schedule normally shall work ten (10) hours per day, four (4) days per week. Four-day workweeks shall be subject to the following policies:

- a. Employees shall earn overtime compensation in accordance with Section 6.1, 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 with pay shall be accrued, accumulated and taken in accordance with Section 9.3 of this Agreement and the applicable provisions of the Personnel Ordinance.
- c. Vacation leave with pay shall be accrued and taken in accordance with Sections 9.1 and 9.2.
- d. Employees participating in a four-day workweek shall be granted the day off in accordance with the applicable holiday provisions of the Agreement if a holiday falls on an employee's scheduled workday, except that the remaining two (2) hours must be taken off as leave without pay, or from accumulated compensating time off or accumulated vacation time. If a holiday falls on an employee's scheduled day off during the normal Monday through Friday workweek, the employee shall accrue eight (8) hours compensating time off.
- e. 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 8.2 of this Agreement, except that the in-lieu days off shall be for a ten-hour workday.
- f. All other provisions of this Agreement and the Personnel Ordinance 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.
- g. Workweeks of ten (10) hours per day, four (4) days per week, shall be authorized only when approved in advance by the County.
- h. The County agrees to give the Association ten (10) days notice prior to discontinuing the four-day work schedule. If the Association requests, the County will discuss with them the County's reason(s) for discontinuing the four-day work schedule.

- i. Effective with the pay period beginning May 4, 2003, Park Rangers will no longer receive a ½ hour unpaid lunch but shall eat their lunch while on duty. It is agreed that this “lunch on the fly” will require Park Rangers to be available for work at their assigned work location(s) during all ten (10) hours of their scheduled shifts.

### **6.3 STANDBY, CALL-IN AND CALL BACK PAY**

a. Any employee who is required to remain on standby for emergency work shall be compensated the equivalent of two (2) hours straight time pay for each standby shift, whether or not the employee is called to work. A standby shift shall be eight (8) hours or less. Standby pay may only be earned once in each standby shift.

b. The employee who performs emergency work on standby duty shall be compensated therefor as overtime worked. A minimum of two (2) hours overtime compensation per shift shall be paid an employee who is called in from standby.

c. Any employee called in to work or assigned to perform work not concurrent with his/her assigned shift shall be compensated a minimum of two (2) hours overtime pay.

d. The County reserves the right to assign an employee to a period of overtime concurrent with a shift in lieu of "c." above.

e. An employee on standby who in a County vehicle is en route to work a regular shift and is called upon to work shall not be eligible for the two-hour minimum.

### **6.4 TIME WORKED RE: COURT APPEARANCES**

a. Compensation for sworn personnel called in during regular duty hours to appear in court shall commence with their initial reporting to any facility incident to such call-in and shall terminate when all administrative duties in connection with the appearance have been completed.

b. Overtime incurred as a result of court appearances related to off-duty employment in which the off-duty employer is another public agency will be compensated.

c. It is understood by the parties that overtime for court appearances related to off-duty employment involving the California State Fair and Exposition will be compensated by the State of California.

d. An employee in the Department of Regional Parks and Recreation who is subpoenaed to appear in court on the employee's day off, and who has that court appearance cancelled after his/her last working day before the court appearance, shall be compensated three (3) hours at the overtime rate. The employee shall be

compensated for the cancelled court appearance only once during the time period, regardless of the number of appearances or subpoenas. This subsection shall not apply to employees who are subpoenaed to appear in court on a workday and have the court appearance cancelled.

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

a. An appointing authority, with the prior approval of the County Executive, may approve requests of employees covered by this Agreement in their department to work a 9/80 work schedule.

b. For reference purposes only, this subsection discusses the application of the 9/80 schedule for employees who do not receive time and one-half overtime. This subsection does not in any way change or impact the time and one-half overtime employees receive under the Agreement pursuant to Section 6.1.

- (1) For employees who do not receive time and one-half overtime pay, the workweek will remain from 12:00 a.m. on Sunday to 12:00 a.m. the following Sunday, a period of seven (7) consecutive twenty-four hour periods.
- (2) For these employees, the 9/80 work schedule is a schedule which during one (1) week of the biweekly pay period the employee is scheduled to work four (4) nine-hour workshifts for a total of thirty-six (36) hours, and during the other week of the pay period, is scheduled to work four (4) nine-hour workshifts and one (1) eight-hour workshift.
- (3) For these employees working the 9/80 work schedule who are eligible to earn straight-time overtime, overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift, and in excess of eight (8) hours when normally scheduled to work the eight-hour workshift. Overtime shall also be earned when an employee eligible for overtime is required to work in excess of thirty-six (36) hours during the week the employee is scheduled to work thirty-six (36) hours, or in excess of forty-four (44) hours during the week the employee is scheduled to work forty-four (44) hours.

c. For employees who do receive time and one-half overtime pay, the individual employee's workweek must be redesignated by the County so that it commences in the middle of the eight-hour workshift as described in Subsection b.(2) 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 employee works four (4) nine-hour workshifts and one (1) four-hour workshift. The two (2) four-hour workshifts are worked consecutively in a manner to constitute one (1) eight-hour work period, similar to the eight-hour workshift provided in Subsection b.(2) above.
- (2) For these employees, overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift, and in excess of forty (40) hours during the redesignated workweek. Additionally, overtime will be earned when the employee is required to work more than four (4) hours when normally scheduled to work either of the four-hour workshifts.

d. Employees working a 9/80 schedule shall take an unpaid meal period in the middle of their nine-hour and eight-hour workshifts, or between the two (2) four-hour workshifts.

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

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

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

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

## **ARTICLE 7 SALARIES**

### **7.1 SALARY INCREASES**

a. 2006-07 Salaries: Effective June 25, 2006, salaries of employees in the Peace Officers Unit shall be increased by 3.0% as provided in Exhibit "A." The ranges stated refer to the Salary Schedule which is Exhibit "B."

b. 2007-08 Salaries: Effective June 24, 2007, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U.S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2007, rounded to the nearest one-tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) nor more than five percent (5%).

c. 2008-09 Salaries: Effective June 22, 2008, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U.S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2008, rounded to the nearest one-tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) nor more than five percent (5%).

d. 2009-10 Salaries: Effective June 21, 2009, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U.S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2009, rounded to the nearest one-tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) nor more than five percent (5%).

e. 2010-11 Salaries: Effective June 20, 2010, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U.S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2010, rounded to the nearest one-tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) nor more than five percent (5%).

**7.2 EQUITY ADJUSTMENTS**

a. Equity adjustments shall be paid to employees in the benchmark and related classes effective on the dates specified as follows:

<u>Classification</u>	<u>June 25, 2006</u>	<u>June 22, 2008</u>	<u>June 20, 2010</u>
Criminal Investigator Level 2 <sup>1</sup>	5%	5%	5%
Criminal Investigator Level 1 <sup>2</sup>	5%	5%	5%
Criminal Investigator Level 1 Public Defender <sup>2</sup>	5%	5%	5%
Criminal Investigator Level 2 Public Defender <sup>2</sup>	5%	5%	5%
Deputy Coroner Level 2 <sup>1</sup>		5%	
Deputy Coroner Level 1 <sup>2</sup>		5%	

<sup>1</sup>Benchmark Class

<sup>2</sup>Related Class

b. The equity adjustment to the related class may vary to maintain the prior salary relationship.

**7.3 CALCULATION OF SALARY INCREASES**

a. All salary increases provided for by this Agreement shall be calculated at Step “9.”

b. All salary increases are approximate and may vary slightly for different classes due to rounding.

**7.4 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. 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) Transition of Employees in Salary Steps "2", "3" and "4": Effective July 16, 2000, employees in salary Steps "2", "3" and "4" shall be moved as follows:

- (a) Employees in salary Steps "2" and "3" will be moved to salary Step "5" with no change in step increase date.
- (b) Employees in salary Step "4" will be moved to salary Step "6" with a new step increase date of July 16, 2000.

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

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

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

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

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

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

h. Return from Leave without Pay: Return following leave without pay is not an appointment, but is a continuation of service; however, salary and benefits, other than

employment status, shall be based on actual service. This provision shall not apply to employees returning from military leave.

i. Y-Rate: The Board of Supervisors may adopt a Y-rate to apply to: (1) an employee who would suffer an actual decrease in salary as a result of action taken by the County, without fault or inability on the part of the employee, or (2) an employee who is changing from one (1) class series to another, as a normal 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 or her rate of compensation is within the established range for the class, at which time the employee shall receive the highest step of the range. The employee shall receive a proportionate decrease in salary whenever a lower range is established for the class in this Agreement.

k. Granting of Status: Whenever the Civil Service Commission or other appropriate authority grants an employee direct status in a higher paying class, the range for which is approximately one (1) step greater than the range of the employee's former class, the employee shall receive the step determined by the rule governing promotion.

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.

## **7.5 SALARY STEP INCREASES**

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

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

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

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

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

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

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

## **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, or

paid leave accruals, balances, or usage. In such cases the County shall, for purposes of future compensation, adjust such compensation to the correct amount. The Department of Personnel Services also shall give written notice to the employee.

b. As used in this section:

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

c. If the error has resulted in an overpayment or underpayment, reimbursement shall be made to the County if the error was an overpayment, or by the County if the error was an underpayment, in the amount which has occurred within one (1) year prior to the date of the Department of Personnel Services' initial written notice to the employee.

- (1) In the case of salary 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) 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);

- (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 Department of Personnel Services initial written notice to the employee, shall be deemed waived and not reimbursable.

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

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

## **7.7 ACCELERATED SALARY STEP INCREASES**

a. At the request of the appointing authority, the County Executive or designee may approve acceleration of a salary step increase to any higher step in the salary range for that class at any time based upon exceptional performance or for retention purposes.

b. Such salary step acceleration under this provision shall not be subject to the grievance procedure.

c. Receipt of an accelerated salary step increase shall not have any effect on the employee's date of eligibility for other salary step increases as described in the Section 7.4 for Salary Step Increases.

## **ARTICLE 8 HOLIDAYS**

### **8.1 HOLIDAYS**

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.

a. Such holidays shall include:

- |      |                             |   |                                       |
|------|-----------------------------|---|---------------------------------------|
| (1)  | January 1                   | - | New Year's Day                        |
| (2)  | Third Monday in January     | - | Martin Luther King, Jr's.<br>Birthday |
| (3)  | February 12                 | - | Lincoln's Birthday                    |
| (4)  | Third Monday in February    | - | Washington's Birthday<br>observed     |
| (5)  | Last Monday in May          | - | Memorial Day                          |
| (6)  | July 4                      | - | Independence Day                      |
| (7)  | First Monday in September   | - | Labor Day                             |
| (8)  | Second Monday in October    | - | Columbus Day                          |
| (9)  | November 11                 | - | Veterans' Day                         |
| (10) | Fourth Thursday in November | - | Thanksgiving Day                      |
| (11) | Day after Thanksgiving      |   |                                       |
| (12) | December 25                 | - | Christmas Day                         |

- b. When January 1, February 12, July 4, November 11, or December 25 holidays fall on Sunday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the Monday following as a holiday with pay.
- c. When January 1, February 12, July 4, November 11, or December 25 holidays fall on Saturday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the preceding Friday as a holiday with pay.
- d. 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.

## **8.2 IN LIEU HOLIDAYS**

Regular employees who work in a unit for which the normal work schedules include Saturdays, Sundays and holidays shall be granted one (1) day off every four (4) weeks in lieu of prescribed holidays. Such time off shall be designated in the employee's regular work schedule. If not scheduled and taken every four (4) weeks, such time shall accrue at the rate of four (4) hours for each biweekly pay period. If an employee is required to work on a day which has been scheduled as a day off in lieu of prescribed holidays, he shall receive overtime compensation as provided in Section 6.1.

## **8.3 CHRISTMAS EVE AND NEW YEAR'S EVE**

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

## **8.4 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.

## **8.5 RELIGIOUS HOLIDAYS**

When an employee gives adequate advance notice, the County will make reasonable accommodations, by rescheduling working hours or releasing from work without pay, to allow the employee to observe the Sabbath or other special religious holidays, except under circumstances when such accommodations would unduly interfere with County operations. Such release time may be charged to vacation or compensating time off if requested by the employee.

## ARTICLE 9 LEAVES

### 9.1 VACATION LEAVE WITH PAY

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

b. Employees who have less than three (3) years of service shall accrue vacation on the basis of 4.0 hours for each biweekly pay period of service.

c. Employees who have more than three (3) years but less than fifteen (15) years of service shall accrue vacation on the basis of 5.5 hours for each biweekly pay period of service.

d. Employees who have more than fifteen (15) years of service shall accrue vacation on the basis of 7.1 hours for each biweekly pay period of service.

e. All employees hired subsequent to October 30, 1994, shall accrue vacation and accumulate vacation in accordance with the following schedule:

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

\*eight-hour day

f. For employees hired prior to October 30, 1994, who have been on the vacation schedule set forth in Subsection b. - d. above, such employees shall remain on that schedule, except that (1) employees with nine (9) or more years of service on October 30, 1994, shall be moved to the appropriate level of the vacation schedule set forth in Subsection e.; and (2) employees who complete nine (9) years of service after

October 30, 1994, shall be moved at that time to the appropriate level on the vacation schedule set forth above.

g. Employees who reach their vacation maximum accrual rate shall be entitled to cash payment for any hours exceeding their maximum accrual rate, which would otherwise be lost if not taken. The appointing authority, at his or her discretion may schedule the use of vacation as an alternative to cash payment, under this provision, with at least one (1) pay period's notice.

h. Effective with the pay period beginning on January 11, 2004, Subsection 9.1-g. will become null and void and employees who exceed their vacation accrual maximum will no longer be entitled to cash payment nor shall any accrual above the maximum be permitted. Also, effective with the pay period beginning on January 11, 2004, the accrual maximum for employees with 400 hours maximum accrual shall be increased from 400 to 480 hours maximum accrual.

## **9.2 VACATION USE**

a. Consistent with the requirements of the department as determined by the appointing authority, accrued vacation time may be taken by each employee. An employee who separates or is terminated from County service or who takes military leave in excess of one hundred eighty (180) days shall be paid the monetary value of his/her full terminal vacation. The procedures set forth in Subsection c. and d. below shall not apply to any employee until six (6) months after his/her date of hire.

b. Whenever possible, vacations shall be granted at the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the appointing authority may place reasonable seasonal or other restrictions on the use of vacation.

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

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

e. In the Coroner's office, seniority for purposes of vacation period(s) scheduling shall be calculated on total time in the office.

f. Employees in the Coroner's office shall normally be eligible to take up to three (3) weeks of continuous vacation in accordance with the provisions in Subsection "e".

### **9.3 SICK LEAVE**

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

b. Sick leave 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 medical doctor or dentist, under circumstances not involving quarantine or incapacity; provided, however, that such absences shall be scheduled at the discretion of the appointing authority.
  - (c) Absence from duty to donate blood: Such an absence shall be scheduled at the discretion of the appointing authority, shall cover the time needed to donate blood but shall not exceed four (4) hours in any instance, and shall be approved only upon submission to the appointing authority of an official blood bank 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. For the purposes of this Subsection (3), an eligible family member is the employee's spouse, child, parent, or 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.
  - (b) To transport an eligible family member to and from a local hospital for medical treatment or operation, including childbirth.
  - (c) To attend, at any location, during serious medical treatment or operation, including childbirth, performed upon an eligible family member.
- (4) The appointing authority may require reasonable substantiation of the need for, and use of, sick leave.

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

a. Effective with Pay Period #1 beginning December 25, 1994, 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.

b. Regular employees must be continuously on the County payroll and eligible to earn and use sick leave during the entire twenty-six-week period from Pay Period #1 through #13, and from Pay Period #14 through #26. Any employee on an unpaid leave of absence during a portion of the designated twenty-six-week is excluded for that time period. Any employee during the designated twenty-six-week period who received pay pursuant to Labor Code Section 4850 or who receives SDI integration pursuant to Section 10.4 or who selects the disability leave option pursuant to Subsection 8.7-b.(2), is excluded from participation for that time period. Any employee who was temporary and transferred to a permanent position during the designated twenty-six-week time period is excluded for that time period.

c. Part-time regular employees who work forty (40) or more hours per pay period shall be eligible to participate in the Wellness Incentive Program. The same eligibility rules as outlined in Subsection b. above shall apply. However, the maximum amount of sick leave allowed for a part-time employee to use in Pay Periods #1 through #13, or in Pay Periods #14 through #26, shall be prorated. This means for a half-time employee, the maximum sick leave that may be used is six (6) hours; and for a four-fifths employee, the maximum would be nine and six-tenths (9.6) hours. The amount of time off received by the qualifying part-time employee would receive a certificate for four (4) hours time off, and a four-fifths employee would receive a certificate for six and four-tenths (6.4) hours time off.

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

## **9.5 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 department, and upon return to duty shall substantiate the need for, and use of, sick leave.

## **9.6 FAMILY DEATH LEAVE**

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

- (1) spouse
- (2) registered domestic partner
- (3) child
- (4) Child of registered domestic partner
- (5) parent
- (6) grandparent
- (7) grandchild
- (8) brother
- (9) sister
- (10) brother-in-law; brother of registered domestic partner; registered domestic partner of brother
- (11) sister-in-law; sister of registered domestic partner; registered domestic partner of sister
- (12) mother-in-law; mother of registered domestic partner
- (13) father-in-law; father of registered domestic partner
- (14) any child or close relative who resided with the employee at the time of death.

b. The employee shall give notice to his immediate supervisor in advance of taking such leave.

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

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

## **9.7 MILITARY LEAVE**

Employees shall be granted military leave as required by statute.

## **9.8 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 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 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 may elect to receive disability leave with pay to the extent of any leave with pay which he has accrued, providing the Worker's Compensation Benefits received by the employee are endorsed to the County. Under such circumstances, his accrued leave with pay shall be reduced by one-half day for each full day of absence for which temporary Worker's Compensation Benefits are endorsed to the County.

c. When a Criminal Investigator, Level I/II, assigned as a Welfare Fraud Investigator in the Department of Human Assistance, is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the County to a leave of absence while so disabled without loss of salary for the period of the disability, but not exceeding one year, or until that earlier date as he/she is retired on permanent disability pension, and is actually receiving disability pension payments. This payment shall be subject to taxes.

d. All disability leave provisions of this section shall terminate on 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.

## **9.9 JURY DUTY**

a. A regular employee shall be allowed such time off with pay as is required in connection with jury duty; 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 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 regular salary.

## **9.10 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.

## **9.11 MATERNITY LEAVE OF ABSENCE**

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

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

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

## 9.13 PARENTAL LEAVE

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

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

c. The maximum paid parental leave for full-time regular employees shall be one-hundred and sixty (160) hours. Parental leave shall be prorated for part-time regular employees. Parental leave shall not extend beyond four (4) months from either: (1) the date of birth of the employee's child, or (2) in the case of adoption, the initial date of residence of such child with the employee. The maximum 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. Employees must make a written request to use parental leave. The written request shall be made at least thirty (30) calendar days prior to the anticipated start of the parental leave, except in cases of an unanticipated early childbirth or adoption, in which case the employee shall make the written request with as much advance notice as possible. The written request shall also provide such information or substantiation as may be required by the Director of Personnel Services.

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

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

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

a. Any regular County employee, other than employees assigned to the Division of Voter Registration and Elections, may apply for paid leave from County employment to serve as a volunteer poll worker in a polling place in Sacramento County through the County Employees as Volunteer Poll Worker Program when the election day and/or required poll worker training fall within the employee's regularly scheduled workday.

b. Subject to the sole discretion of his or her appointing authority to grant or deny the request based on the needs of the service, a regular employee is qualified for approval as follows:

- (1) The employee has successfully applied for and has been selected and found qualified by the Sacramento County Registrar of Voters to serve as a volunteer poll worker;
- (2) The employee has made a request in writing to his/her appointing authority for an absence from County employment as is necessary to attend and complete Poll Worker Training as directed by the Registrar and an absence for the employee's entire regularly scheduled workday on election day to serve as a volunteer poll worker in Sacramento County;
- (3) On the day of the election, the employee has fully executed his/her responsibilities as a poll worker and reported to his/her assigned polling place at the designated time, performed all duties appointed by the County elections official and as required by applicable state and federal elections laws, and remained on duty until the poll was properly closed and secured and until released by the County elections official. As a volunteer, the employee is entitled to receive the normal stipend paid by Voter Registration and Elections to all volunteer poll workers. The stipend shall not be counted in any computation of the total wages or compensation paid the employee by reason of his/her regular employment with the County.

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

## ARTICLE 10 HEALTH AND WELFARE

### 10.1 GENERAL PROVISIONS

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

b. Dependent Eligibility: For all programs covered in this article, eligible dependents are an employee's lawful spouse or domestic partner (as defined by Section 297 of the California Family Code), and unmarried children (natural, step, adopted, legal guardianship, and/or foster) of the employee or domestic partner, who are qualified IRS dependents of the employee or domestic partner, up to twenty-three (23) years of age. Disabled dependents may be able to continue coverage beyond the limiting age if the disability occurred while the dependent was covered under a County-sponsored medical plan or prior to the dependent's 19<sup>th</sup> birthday, and is certified by a licensed physician.

c. Enrollment In Benefits Plans:

- (1) All new employees shall automatically be enrolled in the default level of medical, dental, and basic life insurance coverage. Employees shall be charged the applicable level of employee contribution, if any, for each plan. During the first thirty (30) days of employment, an employee may waive coverage under the medical plan by providing proof satisfactory to the plan that the employee has other group medical insurance coverage. An employee may also change their health plan or coverage option under the plan (for example, from employee only coverage to an option that includes dependent coverage) during the first thirty (30) days of County employment. Failure to make any change within the thirty (30) day initial enrollment period shall be considered an irrevocable election for the default coverage.
- (2) Employees subsequently desiring to make a coverage change may do so only under the following circumstances: (1) during any annual enrollment period for coverage effective on the first day of the following calendar year; (2) upon the occurrence of certain qualifying events as prescribed by the Health Insurance Portability and Accountability Act; or (3) upon the occurrence of certain specified family status change events as governed by Internal Revenue Code Section (IRC) 125 and authorized under the County's Section 125 qualified cafeteria benefits plan. Employees seeking to waive coverage shall show proof satisfactory to the plan that the employee has other group medical insurance coverage.

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

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

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

- a. Tier A: Employees hired prior to January 1, 2007, will be placed in Tier A. Effective January 1, 2007, employees in Tier A will receive a maximum County contribution of 80% of the Kaiser family rate for 2007. Effective January 1, 2008, the County insurance contribution shall be frozen at the level in effect on December 31, 2007 (\$826.90), as well as entitlement to cash back, cash back maximums, plan selection incentive and FICA reductions, if applicable. This County contribution arrangement shall be henceforth referred to as Tier A. Employees in Tier A shall remain in this tier unless they voluntarily elect to move to Tier B. Such election by an employee to move to Tier B shall be irrevocable once made.
- b. Tier B: The County shall provide an insurance contribution, henceforth known as Tier B, for employees starting employment with the County on or after January 1, 2007, and employees who were in Tier A and have voluntarily elected to participate in Tier B. The County contribution shall be reset annually on January 1 of each year. The County contribution amount shall be 80% of the premium amount for the health plan and level of coverage selected provided, however, that the maximum amount of the contribution shall be 80% of the premium amount for the least expensive, full coverage HMO health plan option offered by the County, for the level of coverage selected by the employee. The employee shall pay through payroll deduction any additional premium not paid by the County contribution that is required for the plan option and level of coverage selected by the employee, or the default coverage if the employee did not select another plan or waive coverage as specified under the provisions of this Agreement.
- c. Effective January 1, 2008, or later, as determined by the County, employees shall be provided with at least the following:

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

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

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

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

### **10.4 DENTAL PLAN**

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

## 10.5 LIFE INSURANCE

a. Basic Benefit: Effective January 1, 2008, the basic life insurance benefit will be increased from \$15,000 to \$18,000 for employees. This shall be the default level of life insurance coverage, which shall be provided at no cost to the employee.

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

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

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

f. Conversion of Coverage: The life insurance may be converted from group coverage to private coverage upon termination of employment, or a dependent's loss of eligibility for coverage under the plan. It is the sole responsibility of the employee to notify the County within thirty (30) days of a dependent's loss of eligibility due to marriage or reaching the limiting age for coverage. Upon timely notification, a dependent losing coverage will be offered the opportunity to convert to an individual policy. Failure to notify the County within thirty (30) days of a dependent's loss of eligibility shall result in loss of conversion privileges.

## 10.6 EMPLOYEE ASSISTANCE PROGRAM

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

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

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

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

## **10.7 FLEXIBLE SPENDING ACCOUNTS**

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

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

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

# **ARTICLE 11 RETIREMENT PLAN**

## **11.1 RETIREMENT CONTRIBUTION**

a. Effective July 4, 1976, the County will pay one-half of the employee's normal retirement contribution including one-half of the cost-of-living contribution in accordance with the provisions of the County Employees' Retirement Law of 1937.

b. Effective July 1, 1981, the County will pay one-half of the employee's normal retirement contribution including one-half of the cost-of-living contribution in accordance with the County Employees' Retirement Law of 1937 for employees in the

class of Park Ranger I. Employees in the class of Park Ranger I shall continue to remain members of the miscellaneous retirement system.

## **11.2 NEW EMPLOYEES' RETIREMENT BENEFITS**

The County may elect that all new employees in the unit hired after July 1, 1979, shall have their final compensation of retirement benefits computed in accordance with Section 31462 of the County Employees' Retirement Law of 1937.

## **11.3 RETIREMENT REFORM**

The parties agree that, during the term of this Agreement, discussions shall take place regarding the subject of retirement reform, including, but not limited to, a change in the current vesting period. The intent of such discussions would be to reach mutual agreement on retirement reform which can be implemented under existing law or through legislative changes mutually supported by the County and the Association. No retirement reform shall be implemented without mutual agreement.

## **11.4 SAFETY RETIREMENT**

Employees in the class of Criminal Investigator who are currently miscellaneous members of the Sacramento County Employees' Retirement System shall become safety members effective September 24, 1989. For service prior to this date, such employees shall maintain their service credit as miscellaneous members and this change to safety membership shall not be retroactive.

## **11.5 RETIREMENT ENHANCEMENT**

Effective June 29, 2003, the County will implement the 3% at age 50 plan for safety members 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.

## **11.6 DEFERRED COMPENSATION**

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

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

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

## **11.7 SAFETY RETIREMENT TIER 2**

a. All employees hired on or after January 2, 2000, into Safety Retirement designated classes, shall be placed into Safety Retirement Tier 2. This new Safety Retirement Tier, Tier 2, shall have a post-retirement cost-of-living adjustment factor pursuant to Government Code Section 31870 to a maximum annual 2% cost-of-living adjustment and a final compensation calculated on the basis of three (3) years pursuant to Government Code Section 31462.

b. Employees hired into the class of Park Ranger I on or after the pay period of approval of the total tentative agreement by the Board of Supervisors, shall be placed into Miscellaneous Retirement Tier 3, until State legislation has been approved for Safety Retirement eligibility.

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

## **11.8 PARK RANGER I, SAFETY RETIREMENT**

a. Employees in regular positions of Park Ranger I shall be eligible for Safety Retirement Tier 2, provided the following:

b. Current employees in regular positions of Park Ranger I shall be eligible for Safety Retirement, Tier 2, retroactive to June 25, 1995. Any Park Ranger service prior to June 25, 1995, is not convertible to Safety Retirement.

c. With respect to retroactive conversion of service back to June 25, 1995, each party shall pay their respective contributions plus interest, that is, the difference between contributions made by each party for the Miscellaneous Retirement Plan and Tier versus that which would have been made for Safety Tier 2, at the Sacramento County Employees' Retirement System contribution and interest rates applicable.

d. Current employees in regular positions of Park Ranger I who elect to become members of Tier 2 Safety shall retain the right to convert prior Miscellaneous Retirement System credit to Safety Tier 2 credit as indicated in a. and b. above.

e. Within sixty (60) calendar days after legislation is effective, employees shall have a one-time irrevocable option to elect to Safety Retirement Tier 2. The election to transfer to Safety Retirement Tier 2, or failure to elect to transfer to Safety Retirement

Tier 2 and remain in the current Miscellaneous Plan, shall be irrevocable and shall apply to all periods of Park Ranger service both future and retroactive service to June 25, 1995.

f. The County and the Sacramento County Alliance of Law Enforcement agree to jointly sponsor State legislation that provides Safety Retirement for Park Rangers as set forth above.

## **11.9 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.

## **ARTICLE 12 ALLOWANCES AND REIMBURSEMENT**

### **12.1 UNIFORM ALLOWANCE**

a. All sworn personnel in the Peace Officer Unit (including employees in the class of Park Ranger I - LPO), required to maintain a uniform shall receive a uniform allowance which shall be paid as follows:

- (1) Effective with the pay period beginning June 25, 2006, the amount of the biweekly payment shall be increased to \$36.54 for the sworn personnel referred to in Section 12.-a. above. This increased payment is subject to taxation.

### **12.2 EDUCATIONAL INCENTIVE**

a. Employees will become eligible for education incentives beginning the first biweekly pay period after submission of evidence of eligibility to the person designated by the appointing authority.

b. The following education incentives shall be cumulative, but they shall not be compounded:

- (1) Five (5) percent for possession of an A.A. degree (or equivalent—sixty [60] semester units)
- (2) Five (5) percent for possession of a B.A. or B.S. degree
- (3) Five (5) percent for possession of an Intermediate P.O.S.T. Certificate
- (4) Five (5) percent for possession of an Advanced P.O.S.T. Certificate

c. Employees in the class of Park Ranger I - LPO, shall not be eligible for any of the above education (including P.O.S.T.) incentives.

### **12.3 OUT-OF-CLASS ASSIGNMENTS**

a. Any time a department requires an employee in writing to work in a higher classification, the employee shall receive a 5% pay differential effective on the effective date of the assignment.

b. No temporary assignment under these provisions shall continue for more than forty-five (45) calendar days. The purpose of this restriction is to prevent the pay differential from being used to circumvent civil service appointment processes.

## **12.4 MILEAGE REIMBURSEMENT**

The County shall reimburse employees who agree mutually with the County to provide their private cars for use on official business in lieu of using a County-owned car. The reimbursement shall be paid monthly on the filing of a claim therefor by the employee. The employee shall be reimbursed for any mileage traveled at a rate based upon the Internal Revenue Service business mileage deduction rate, for the first 600 miles of reimbursement. For over 600 miles, the reimbursement would be at the Internal Revenue Service business mileage deduction rate less \$.15 per mile.

## **12.5 DAMAGED/LOST PROPERTY**

The County will reimburse employees represented by the Association for personal property damaged or lost in the line of duty, subject to the conditions identified herein:

- a. Reimbursement is to cover the payment of costs for repair, replacement, or actual value of personal property of an employee, such as eye glasses, watches, or articles of clothing necessarily worn or carried by the employee, when such items are damaged or lost during the performance of and in the line of duty.
- b. Employees claiming reimbursement shall submit a written request for reimbursement in the form provided by the County.
- c. Reimbursement shall not be made for losses resulting from acts of negligence or deliberate destructive acts on the part of the employee; or losses resulting from ordinary wear and tear incidental to normal use and employment, or losses resulting from mysterious disappearance.
- d. Reimbursement shall not exceed the actual cost of the item or \$150, whichever is less.

## **12.6 EDUCATION REIMBURSEMENT**

The County will provide education reimbursement for education costs incurred by regular employees who apply for such reimbursement in accordance with the policies and procedures governing the education reimbursement program. The maximum reimbursement shall be \$1,200 per year.

## **12.7 FIELD TRAINING OFFICERS DIFFERENTIAL**

Effective May 15, 2005, employees in the class of Deputy Coroner, Level 2 who are designated by the Coroner's Office as Field Training Officers (FTO) shall receive a 5% pay differential based upon the employee's standard hourly rate. This differential

shall be provided only for the period of time the employee is designated in writing as a FTO by the Coroner's Office.

## **ARTICLE 13 SAFETY**

### **13.1 SAFETY EQUIPMENT**

a. The County shall provide to each newly hired sworn employee the required safety equipment, including, but not limited to, any of the following which may be required for the employee's job:

- Service weapon
- Ammunition, gun belt, holster, pouches and related leather goods
- Handcuffs
- Baton
- Flashlight
- Name tag
- Badge

b. The County shall replace required safety equipment which has become unserviceable through normal wear and tear or other circumstances under which the equipment has become unserviceable without fault on the part of the employee. This provision shall apply to all sworn employees and shall not be limited to those newly hired sworn employees who already have been provided with safety equipment by the County. Employees may provide their own safety equipment at their own expense provided that the equipment meets the requirements specified by the employee's department.

c. All safety equipment provided by the County shall remain the property of the County.

d. Sworn employees who currently are using their own safety equipment shall have the option of being issued County-owned equipment.

e. For all firearms which the County requires employees to carry while on duty, the County agrees to provide new service ammunition for such employees annually.

f. Other eligible employees shall receive such ammunition during the first quarter of firearms qualification (January - March) annually. In any case, the extent of such issue shall provide a full load for the firearm. New service ammunition also shall be issued to replace that expended in the line of duty. Nothing in this section limits an employee's right to purchase his own service ammunition.

## **ARTICLE 14 PERSONNEL RULES**

### **14.1 TRANSFER**

a. An employee may transfer from one (1) department to another, within the same class, with the approval of the appointing authorities of both departments.

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

c. Any former employee who held permanent status in a class at time of resignation in good standing shall be required to serve a six-months' probationary period if such reinstatement is to a permanent position.

### **14.2 REINSTATEMENT**

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

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

c. Any former employee who held permanent status in a class at time of resignation in good standing shall be required to serve a six-months' probationary period if such reinstatement is to a permanent position.

### **14.3 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 or she shall have permanent status in a position comparable to that held at the time of retirement. The

returned person's benefits shall be based on service as of the time of retirement. The returned person shall suffer no loss of seniority for the time spent on disability retirement.

#### **14.4 MEDICAL EXAMINATION**

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

#### **14.5 LEAVES OF ABSENCE**

Chapter 2.78 of the County Code on Leave of Absences shall be incorporated into this Agreement.

#### **14.6 RESIGNATION**

An employee may resign from County service by submitting his written resignation to the appointing authority. The resignation shall be effective for all purposes upon its submission. However, an employee wishing to resign from the County service in good standing shall, at least two (2) weeks before his last day of actual work, submit to his appointing authority a written resignation stating therein the last day he intends to work, unless such two (2) weeks' notice is waived by the appointing authority. A resignation, whether or not in writing, shall be effective and binding upon its submission to the appointing authority without any further action by any person.

#### **14.7 SHIFT CHANGES**

Except for employees working in designated relief positions or except for emergencies, employees shall be notified of shift changes at least five (5) days in advance of such changes.

#### **14.8 PERSONNEL FILES**

The County shall provide to the employee a copy of written material which contains adverse comments relating to the employee's employment upon placement of such written material in the employee's departmental personnel file. If the County fails to provide the employee such written material with adverse comments, a copy will be provided to the employee upon discovery of such failure or upon request of the employee. The employee shall have the right to have their written response to such adverse comments placed in the personnel file within thirty (30) calendar days from receipt of the written material containing the adverse comments.

**ARTICLE 15**  
**SENIORITY, LAYOFFS AND REEMPLOYMENT**

**DIVISION A**  
**APPLICATION-PURPOSES-RIGHTS**

**15.1 PURPOSE**

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

**15.2 DEFINITIONS AND INTERPRETATIONS**

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

- a. CETA Employee: A CETA employee is a person appointed under the provisions of the Comprehensive Employment and Training Act into an authorized CETA position. Such positions are federally funded and are established as separate classes so as to be distinct from the regular County classes which bear the same class title.
- b. Demotion: A change between classes where the maximum salary of the class to which the employee is changed is any amount less than the maximum salary of the class from which the employee is changed. The change is between classes in which the employee holds permanent status.
- c. Former Class: A class in which an employee previously has held permanent status. An employee may have one (1) or more former classes. However, only those classes in which the employee has held permanent status during the current period of continuous service are eligible former classes in respect to a right to demote.
- d. Layoff: The involuntary termination from a class of a permanent or probationary employee without fault on the part of the employee, because of lack of work, lack of funds, or in the interest of economy.

- e. Limited-Term Employee: A person who accepts a limited-term appointment as defined in Section 7.7(f) of the Civil Service Commission Rules. A limited-term employee is a temporary employee for purposes of this article. However, a permanent employee appointed to a limited-term position shall have return rights, within the same department, from the limited-term position to the permanent position.
- f. Separation: Release from employment of a temporary employee or the return of a regular employee from a temporary upgrade the immediate former class in which the employee held permanent status. Separation does not constitute a layoff.
- g. Status: The employee's current appointment, such as permanent, temporary, provisional, or probationary. Temporary includes intermittent and limited-term.
- h. Temporary Employee: A person who has been appointed from a list of eligibles, or provisionally in the absence of a list, to a position which is other than a permanent position.

### **15.3 LAYOFF**

a. When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in a department, the order in which employees will be laid off within each class which is affected by the layoff shall be based on seniority as provided in Section 15.5.

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

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

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

### **15.4 RIGHT TO DEMOTE**

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

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

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

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

## **15.5 SENIORITY**

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

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

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

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

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

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

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

## **15.6 JURISDICTION**

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

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

## **DIVISION B LAYOFF**

### **15.7 NOTICE OF LAYOFF**

a. Each employee subject to layoff shall be given written notice of layoff. The notice shall prescribe the effective date of layoff. The written notice shall either be personally handed to the employee, delivered to his 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 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 last known address, or on the date it is mailed to his 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.

### **15.8 NOTICE TO ASSOCIATION**

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

## **15.9 GRIEVANCE-ARBITRATION PROCEDURE**

The grievance-arbitration procedure set forth in Sections 15.10 through 15.20 shall apply to grievances concerning the validity or timeliness of service of notice of layoff, the order of layoff, or the identification of who is laid off under the order of layoff.

### **15.10 GRIEVANCE**

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

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

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

b. All grievances on this subject shall be filed with the County's 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 employee's assert of his or her rights.

### **15.12 DELIVERY TO ASSOCIATION**

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

### **15.13 COMPLAINTS BY ASSOCIATION**

a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 15.12 or twenty-two (22) calendar days after the filing of a grievance by the Association, whichever is earlier, the Association shall file a consolidated complaint with respect to all such grievances. The complaint shall name each employee previously named in a grievance, who the Association asserts has been not validly served with notice of layoff, not served in a timely manner, misplaced within the order of layoff, or incorrectly identified for layoff under the order of layoff. Any employee named in a timely grievance filed by the Association or a timely employee grievance, who is not so named in the complaint, shall

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

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

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

#### **15.14 ARBITRATION - SCHEDULING**

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

#### **15.15 CONSOLIDATION OF PROCEEDINGS**

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

b. Consolidation shall be effected by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice shall designate the arbitrator for the consolidated hearing from among those specified in Section 15.16-a., or in the event of their unavailability, the arbitrator selected pursuant to Section 15.16-b.

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

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

### **15.16 APPOINTMENT OF ARBITRATOR**

a. An impartial arbitrator shall be selected jointly by the parties.

b. In the event the parties are unable to agree, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. After receipt of the list, the parties shall alternately strike an arbitrator's name from the list until one (1) name remains. The parties shall determine who strikes the first name from the list of arbitrators by a flip of a coin. If the selected arbitrator is unable or unwilling to hear the grievance within the time prescribed by Section 15.14, the parties shall again repeat the process unless they can mutually agree upon an arbitrator.

### **15.17 HEARINGS**

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

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

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

### **15.18 QUESTIONS**

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

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

terms of this article;

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

## **15.19 DECISION**

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

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing or hearings. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state the reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.
- b. The arbitrator shall not have jurisdiction or authority to order reinstatement, back pay or any other relief for any employee who is identified for layoff in violation of the terms of this article, unless the employee has been identified in both a timely grievance and a timely complaint.
- c. The arbitrator shall not have jurisdiction or authority to revise the order of layoff as to any employee except to the extent necessary to grant relief to an employee determined to have been assigned an improper order of layoff alleged in both a timely grievance and a timely complaint.
- d. The arbitrator shall have authority, in the event of a determination that an employee incorrectly identified for layoff in a timely grievance and a timely complaint, to order the reinstatement of such employee with back pay. For each employee so reinstated, the arbitrator shall determine and designate the employee currently working for the County who should have been identified instead, and shall order the layoff of each such employee. The order of layoff shall become effective fourteen (14) calendar days following service of the notice of layoff which results therefrom pursuant to Section 15.7.
- e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff of fewer personnel than ordered by the County 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 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 jurisdiction.

## **15.20 COSTS**

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

## **DIVISION C REEMPLOYMENT**

### **15.21 ENTITLEMENT**

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

- a. A person who held permanent status in the class from which the person was laid off, who remains employed by the County, shall during the three-year period following the effective date of layoff be entitled to be appointed from a departmental reemployment list to a vacancy authorized to be filled in that class within the department from which the person was laid off, pursuant and subject to the provision set forth in this division. A person who held permanent status in the class from which the person was laid off is no longer employed by the County shall not be eligible for or entitled to appointment from a departmental reemployment list beyond two (2) years from the date of original layoff.
- b. A person who held permanent status in the class from which he or she was laid off, who remains employed by the County, shall also, during the three-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. A person who held permanent status in the class from which he or she was laid off who is no longer employed by the County shall not be eligible for or entitled to certification from a County-wide reemployment list beyond two (2) years from the date of original layoff.

## **15.22 TYPE OF POSITION**

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

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

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

b. The right of personnel employed under the Comprehensive Employment and Training Act (CETA) to reemployment lists, their order of such lists, and their priority of appointment from such lists shall be subject to and in compliance with all requirements established by Congressional enactments, Federal Regulations and Orders, and grant terms and conditions as such enactments, regulations, orders, terms and conditions may change and apply from time to time during the term of the article.

## **15.24 DEPARTMENTAL REEMPLOYMENT LISTS**

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

b. Notwithstanding any provision of this article to the contrary, the order of names on departmental reemployment lists shall be derived from (by inverting) the order of layoff prescribed by layoff lists, as the order of layoff may be modified by agreement between the parties or award under grievance arbitration proceedings commenced pursuant to layoff under Division B. 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.

## **15.25 COUNTY-WIDE REEMPLOYMENT LISTS**

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

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

## 15.26 APPOINTMENT AND CERTIFICATION PRIORITIES

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

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

- (1) For each person who declines an offer of appointment, an additional name shall be certified.
- (2) A person on the County-wide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as is specified in Section 15.26-b.(2).
- (3) If there are fewer than three (3) names on the County-wide reemployment list, a rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

### **15.27 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS**

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

- a. Upon the expiration of the time frames listed in Section 15.21-a. 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 (1) for which the list exists or which, at the time of appointment, is equal to or higher than the one (1) 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 15.26-b.(2) except in instances where the person states in writing that he or she temporarily is medically incapacitated.
- d. In the event a person states in writing that he does not desire appointment from the list, or fails to file a written statement expressing his or her desire for appointment within five (5) calendar days following certified mailing to the person's last known address.

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

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

- a. Upon the expiration of the time frames listed in Section 15.21-b. 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 (1) for which the list exists or which, at the time of appointment, is equal to or higher than the one (1) 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 Subparagraph c. of Section 15.27, a person shall be authorized to decline appointment to a class to which the person has been certified by submitting a written statement which objects to the appointment on the basis of the identity of the department, geographical location of the job, or shift schedule of the job. Such a declination shall not result in removal of the person from the County-wide reemployment list. The person shall not thereafter be certified for appointment to a vacancy which falls within the description of the written objection.

## **15.29 EFFECT OF REEMPLOYMENT**

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.

## **15.30 SERVICE OF REEMPLOYMENT LISTS**

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

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

### **15.31 GRIEVANCE-ARBITRATION PROCEDURE**

The Grievance-Arbitration Procedure set forth in Sections 15.32 through 15.38 shall be applicable only to disputes arising under Division C of this article.

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

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

b. No later than twenty (20) calendar days following each service of reemployment lists upon the Association, the Association shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list required by this article, has established a reemployment list prohibited by this article, the order of personnel contained on any one (1) or more of the lists violates the provisions of Sections 15.21, 15.22, 15.23, 15.24, 15.25, or 15.26, 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 15.30.

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

### **15.33 OTHER MATTERS**

a. Except as to matters referred to in Section 15.32, the Association and any persons laid off from a class covered by this article shall be authorized to file a grievance alleging a violation of Sections 15.21 and 15.29.

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 the Association shall be transmitted by mailed copy to the Association not later than five (5) calendar days after it is filed.

### **15.34 PRE-ARBITRATION HEARING**

a. A hearing shall be held by the County Executive or his designee on all grievances filed pursuant to the provisions of Sections 15.32 and 15.33, not later than ten (10) working days following the date of filing. The Association shall be given advance written notice of the time, date and place of all such hearings, and shall be authorized to appear and participate therein.

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

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

### **15.35 REQUEST FOR ARBITRATOR**

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

a. The request for arbitration shall be in writing, and shall be filed with the Director of Labor Relations not later than seven (7) calendar days after mailing of the decision of the County Executive or his designee. If the Association fails to file a request for arbitration within the time required, the

decision by the County Executive or his designee shall be deemed final, binding and conclusive upon all issues determined therein.

- b. In formulating and filing the request for arbitration or by not filing a request for arbitration, the Association shall have authority to waive the claims of persons who have filed grievances or others which it elects not to file. The failure to assert such claims shall be deemed to be a waiver of such claims and rights which is binding upon the Association, the persons who have filed grievances, and the personnel covered by this article.

### **15.36 ARBITRATION SCHEDULING**

Timely requests for arbitration shall be submitted to and determined by an arbitrator. Each arbitration proceeding shall commence not earlier than fifteen (15) calendar days and not later than forty-five (45) calendar days following the date of filing of the request.

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

### **15.37 DECISION**

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

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

- c. The arbitrator shall not have jurisdiction or authority to invalidate the employment of any person who has been reemployed from either a County-wide reemployment list or departmental reemployment list or to grant any relief to a person on such a list who should have been so reemployed or certified for appointment, except as to persons named in a timely grievance.
- d. The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit his 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 jurisdiction.

### **15.38 COSTS**

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

## **DIVISION D MISCELLANEOUS**

### **15.39 WITNESSES**

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

## **ARTICLE 16 MISCELLANEOUS**

### **16.1 DEFERRED COMPENSATION**

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

## **16.2 PROBATIONARY PERIOD**

The probationary period for employees 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 unit represented by the Association without prior notification and discussion with the Association.

## **16.3 CLASSIFICATION AND PAY STUDIES**

The County agrees to give the Association, in respect to matters affecting employees in classes it represents, copies of any studies or reports prepared by the Department of Personnel Services one (1) week in advance of presentation of such report to the Civil Service Commission.

## **16.4 PERFORMANCE EVALUATION**

a. Permanent employees shall be given performance evaluations on an annual basis, or special performance evaluations as necessary. Employees 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.

b. The purpose of performance evaluations is employee development. Performance evaluation reports are not to be used for disciplinary actions.

## **16.5 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 personnel file. The employee shall receive a copy of the letter of reprimand. A "letter of reprimand" is a written censure of an employee. Letters of reprimand shall be given only for just cause.

b. An employee may grieve whether a formal letter of reprimand was given for just cause through 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. After two (2) years from the receipt of a letter of reprimand by an employee, the employee may request removal of the letter of reprimand from the employee's divisional personnel folder and that the letter of reprimand in the employee's department personnel folder be sealed. The sealed letter of reprimand in the employee's departmental personnel folder shall be opened only upon order of the department head with a written notice to the employee as to the date of the opening.

## **16.6 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 therefore; and
- (2) The appointing authority determines that the employee is ready, able, and willing to resume the discharge of the duties of his/her position; or
- (3) If the appointing authority consents to a leave of absence to commence upon reinstatement.

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

## **16.7 LIST OF EMPLOYEES**

The County shall furnish quarterly to the Association a list by name, class and department of employees covered by this Agreement.

## **16.8 COPIES OF AGREEMENT**

The County shall provide to the Association 120 copies of this Agreement. If the Association chooses to print pocket-sized copies of this Agreement, the County may purchase a reasonable number of such pocket-sized copies at actual cost from the Association.

## **16.9 CRIMINAL INVESTIGATOR (LEVEL I - INCUMBENT)**

If the employees in positions of Criminal Investigator (Level I - Incumbent) in the Welfare Fraud Unit meet the leadworker requirements of the Criminal Investigator (Level

II) class as set forth in the current classification specifications, such employees shall be advanced to the Criminal Investigator (Level II) position. In the event the Welfare Fraud Unit of the Welfare Department merges into the District Attorney's Office, employees in positions of Criminal Investigator (Level I - Incumbent) shall be advanced to Criminal Investigator (Level II) positions.

## **16.10 SAVINGS CLAUSE**

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

## **ARTICLE 17 DISCIPLINE AND DISCHARGE**

### **17.1 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 17.2 below, of employees in a class included in the Peace Officer Unit.

### **17.2 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 an employee who is subject to disciplinary action or his/her representative.

### **17.3 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.

### **17.4 APPLICATION**

a. This article shall only apply to employees with permanent civil service status.

b. Probationary Status: This article shall not apply to an employee in probationary status who shall have no right to grieve or arbitrate release from such probationary appointment.

c. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from such temporary appointment.

d. Temporary Upgrade: An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from such temporary upgrade status.

e. Provisional Appointment: An employee with provisional status shall have no right to grieve or arbitrate release from such a provisional appointment.

## **17.5 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.

## **17.6 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, with or without reasonable accommodation, which disability precludes the employee from the proper performance of the essential duties of his or her job. Any such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 17.5.

## **17.7 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 or 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 the Association.

c. The order shall be approved as to form by the Department 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.

## **17.8 APPEAL**

a. The employee who is subject to the disciplinary action or his/her representative shall have the right to file an appeal of the disciplinary action, within fifteen (15) calendar days after receiving the final order of disciplinary action, by filing a written notice of appeal signed by the employee or the employee's representative with the employee's consent 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 who files a notice of appeal as provided herein shall be entitled to a hearing, as provided in this article.

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

e. If the employee who has been served with an order of disciplinary action or his/her representative 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.

## **17.9 MEDIATION OF A DISCIPLINARY ACTION**

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

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

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

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

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

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

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

h. Neither attorneys nor court reporters or any other type of note-taker shall be allowed to be present at the proceedings; however, the Association's Business Representative, who may be an attorney, may be present.

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

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

## **17.10 ASSIGNMENT OF AN ARBITRATOR**

a. The parties to the hearing and to the selection of the arbitrator shall be the employee who is subject to disciplinary action or his/her representative and the County.

b. In the event the parties are unable to agree on the selection of an arbitrator, the arbitrator shall be selected from the following list:

Thomas Angelo  
Bonnie Bogue  
Boren Chertkov  
Alexander Cohn  
Kathleen Kelly

This list may be modified by mutual agreement of the parties.

c. Arbitration Selection: Where this section is used to determine the selection of an arbitrator, the arbitrator to hear a particular dispute shall be determined on a straight rotation basis, based upon the above listed order. If the next arbitrator on the rotation is unwilling to serve as the arbitrator, that arbitrator shall be bypassed and the next listed arbitrator shall be the selected arbitrator to be contacted. Either party shall have the right to declare an arbitrator as unavailable if the arbitrator cannot conduct the hearing within ninety (90) calendar days of being contacted by the parties. If a party makes such a declaration, that arbitrator will be bypassed and the next listed arbitrator shall be the selected arbitrator to be contacted.

d. If none of the arbitrators are able to serve based upon this selection process, the parties may mutually select any arbitrator. If the parties are unable to mutually agree upon an arbitrator, a list of five (5) arbitrators shall be requested from the State Mediation and Conciliation Service. The parties shall alternately strike one (1) name from this list and the remaining name shall be the selected arbitrator.

## 17.11 AMENDED OR SUPPLEMENTAL ORDER

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

## 17.12 DISCOVERY

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

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

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

c. Procedure for Discovery:

- (1) Personal Service: At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such hearing, any party may personally serve a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection a. above.
- (2) Service by Mail: At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set for such hearing, any party may serve, by first-class mail, a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection a. above. The effective date of service shall be the date of the postmark.
- (3) Response: Within twenty (20) calendar days of receiving the request mentioned in (1) and (2) above, the responding party shall prepare and serve a response to the request. Such response shall be served upon the requesting party, or representative of record, by the same means as service of the request was made.
- (4) Request to be Deemed Continuing Request: The discovery request is a continuing request, which requires a continuous response. Where new or additional information becomes available to the responding party, such information shall forthwith be furnished to the requesting party, or representative of record.
- (5) Negative Response: In the event the responding party does not have an item of the information requested, the responding party shall

give a written negative response as to that particular item within the time specified for response, but shall respond fully as to the information which the responding party does possess. The responding party shall comply with (4) above after such negative response.

- (6) Disputes: Any dispute between parties regarding discovery shall be resolved by the arbitrator.
- (7) Penalties for Failure to Comply: The arbitrator shall impose penalties for failure to comply with this subsection. These penalties shall be based upon the seriousness of the failure to comply, the good or bad faith of the non-complying party, and the extent to which the non-compliance results in surprise to the requesting party and handicaps the requesting party in preparing the case. The following penalties may be imposed:
  - (a) Exclusion of evidence;
  - (b) Continuing the hearing at any stage; or
  - (c) Upon proof of a willful or repeated violation, the arbitrator shall determine the issue against the noncomplying party.

### **17.13 TIMING AND CONDUCT OF HEARING**

a. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing shall be a private hearing.

b. The employee who is subject to disciplinary action may be represented by the representative of this/her choice.

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

d. Sacramento County Alliance of Law Enforcement shall have the right to attend the hearing if Sacramento County Alliance of Law Enforcement is not chosen by the employee as his/her representative.

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

f. 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.

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

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

i. 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.

j. 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.

k. 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.

#### **17.14 SUBPOENAS**

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

#### **17.15 DECISION**

a. Following the hearing, the arbitrator shall promptly prepare and submit to the parties to the hearing a decision in the case within thirty (30) calendar days. 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. In determining whether there is cause for discipline, the arbitrator shall independently review the sufficiency of the evidence supporting the charges. If good

cause for the disciplinary action is found under this independent review standard, the arbitrator shall not modify or reduce the penalty imposed by the appointing authority unless the arbitrator issues written findings demonstrating that there is clear and convincing evidence that the level of such discipline is improper.

#### **17.16 FINALITY OF DECISION**

The decision of the arbitrator shall be final and binding.

#### **17.17 COSTS**

The fees and expenses of the arbitrator, the court reporter, and the transcript, if any, shall be shared equally by Sacramento County Alliance of Law Enforcement and the County, in the event the employee subject to the disciplinary action is represented by SCALE. In the event the employee subject to the disciplinary action is not represented by SCALE, the County shall pay the fees and expenses of the arbitrator, the court reporter, and transcript, if any. The parties shall bear their own witness fees; however, SCALE shall not be charged any witness fees for County employees.

#### **17.18 WITNESSES**

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

### **ARTICLE 18 TERM**

#### **18.1 TERM**

a. The provisions of this Agreement shall be effective on July 1, 2006, except as otherwise specifically provided.

b. This Agreement shall remain in full force and effect from July 1, 2006, to and including June 30, 2011.

DATED: \_\_\_\_\_

SACRAMENTO COUNTY ALLIANCE  
OF LAW ENFORCEMENT

COUNTY OF SACRAMENTO

\_\_\_\_\_  
Paul Goyette  
Chief Negotiator

\_\_\_\_\_  
Steve Lakich  
Director of Labor Relations

\_\_\_\_\_  
Caryn King  
President, SCALE

\_\_\_\_\_  
Linda Eto  
Chief Negotiator

\_\_\_\_\_  
Billy Guillot

\_\_\_\_\_  
Joe Lopez

\_\_\_\_\_  
Teresa Kahl

\_\_\_\_\_  
Debra McClure

\_\_\_\_\_  
Mitch Prefach

\_\_\_\_\_  
Steve McKinney

\_\_\_\_\_  
Brian Sweeney

\_\_\_\_\_  
Margy Rippe

\_\_\_\_\_  
Bill Wetzel