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AGREEMENT

BETWEEN

COUNTY OF SACRAMENTO

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

STATIONARY ENGINEERS, LOCAL 39, AFL-CIO

COVERING ALL EMPLOYEES IN THE

OPERATIONS AND MAINTENANCE UNIT

2001 - 06

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Exhibit “A”
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PREAMBLE

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

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

ARTICLE I
RECOGNITION AND COVERAGE

1.1 RECOGNITION

a. The County recognizes the Union as the exclusive negotiating agent for all employees in the Operations and Maintenance Unit.

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

1.2 COVERAGE OF EMPLOYEES

a. The Operations and Maintenance 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 II
UNION RIGHTS

2.1 UNION SECURITY

a. It is the intent of this article to provide for payroll deductions of Union members to be deducted from their warrants insofar as permitted by law, and not to exceed $99.99 biweekly including dues. The County agrees to deduct and transmit to the Union all authorized deductions from all Union members within the foregoing units

who have signed an approved authorization card or cards for such deductions in a form agreed upon by the County and the Union. 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 Union, the County will correct the error in the next biweekly pay period if notified by the Union in writing within five (5) workdays of the initial transmittal to the Union.

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

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

(3) The Union agrees to indemnify, defend, and hold the County harmless against any claims made of any nature and against any suit instituted against the County arising from its checkoff for the dues, insurance, or benefit programs of the Union.

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 Union 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. It is understood that insurance programs offered by the Union to employees not eligible for enrollment in County insurance programs are "approved insurance and benefit programs."

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

2.2 UNION NOTICES AND MEETINGS

a. The Union may use County conference rooms and similar building facilities for meetings with employees in the units it represents, may post materials on bulletin boards which have been provided for their use in the units it represents, and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.

b. Use of County meeting facilities requires at least twenty-four (24) hours advance notice to the appropriate County official and is subject to County use of such facilities; provided, however, that once scheduled, such Union meetings may not be canceled 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. The Union shall be entitled to the use of a bulletin board at each work location where they are established or where they may be reasonably necessary.

d. Duly authorized representatives of the Union shall be permitted, at all times that employees in the units 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 Union representative shall, upon arrival at the facility, notify the person in charge of the areas he wishes to visit. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated.

e. The Union may transmit reasonable amounts of written materials through the County's departmental interoffice "Local 39 Business, Confidential" is to be delivered to the addressee unopened.

2.3 UNION REPRESENTATION

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

b. The Union may designate twenty-one (22) shop stewards to be assigned as follows:

<u>Metro Airport</u>

Fire Operations Workers (1)
Terminal Employees (1)
Field Employees (1)

<u>Bradshaw Complex</u>

Highways and Bridges (2)
Collections (2)
Traffic Signs and Signals (1)
Parks and Recreation (1)
Animal Care and Regulation (1)
Equipment Division and Regional Treatment Plant (1)
Security, Custodial, Telecommunications, Stock Clerks (1)
Channel Maintenance (1)

<u>Downtown Complex</u>

Custodial and Security (1)
Equipment, Garage, Parking Lot Attendants, North Area and South

Area Substations (1)
Stock Clerks--Downtown, 28th and R, and Stockton Blvd. (1)

Outlying Areas

North Area Transfer Station (1)
North Area Transfer Station, Equipment Mechanics (1)
Landfill (1)
Parks--South (Elk Grove) (1)
Parks--North (Cherry Island and Gibson Ranch) (1)
Ancil Hoffman Park (1)

The designated job stewards must be employees and work in the area to which they are assigned as a job steward (example: the job steward assigned to Parks--North must work at either Cherry Island or Gibson Ranch).

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

d. Upon the request of the aggrieved employee, a shop steward or representative of the Union may investigate the specified grievance provided it is in his or her assigned area of responsibility and assist in its presentation. Shop stewards who are full-time employees shall be allowed a reasonable time for this purpose during working hours without loss of pay, subject to prior notification of his or her immediate supervisor. If the shop steward requests to leave the work site, notification shall be in writing on a form prescribed by the County, which form will state the amount of time spent for the purpose. All shop stewards shall keep to a minimum the time spent in fulfilling their duties. The right to use County time as designated above will be limited to designated shop stewards only.

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

f. At the request of the Union, a shop steward may be allowed reasonable time off without loss of pay to represent the Union in meetings with representatives of the County. Such time off shall be subject to prior notification and approval as provided in Subsection d. above.

ARTICLE III
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 Union regarding matters within the right of the County to determine.

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

ARTICLE IV
GENERAL PROVISIONS

4.1 STRIKES AND LOCKOUTS

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

b. The Union agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the County. In the event that Union members

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

4.2 DISCRIMINATION

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

b. The Union, 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 physical or mental disability, age, sex, marital status, religion, race, color, creed, national origin, or political or employee organization affiliation. The County and the Union shall share equally the responsibility for applying this provision of the Agreement.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE

5.1 PURPOSE

a. This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.

b. The purposes of this procedure are:

(1) To resolve grievances informally at the lowest possible level;

(2) To provide an orderly procedure for reviewing and resolving grievances promptly.

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 Union, involving the interpretation, application or enforcement of the express terms of the Agreement.

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

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

d. As used herein, “representative” or “Union 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

The grievant or the Union representative or both may present a grievance while on duty. For purposes of this section, a Union representative is defined as a professional Union staff member or a Union steward, so long as said Union steward is a full-time or regular part-time employee.

5.5 EMPLOYEE RIGHTS

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

5.6 APPLICATION

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

a. The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Union representative.

b. Within five (5) workdays, the immediate supervisor shall give his/her decision or response. If the immediate supervisor fails to respond to the informal grievance within five (5) workdays, the grievant shall have the right to initiate a formal grievance no later than ten (10) workdays after the event or circumstance occasioning the grievance.

5.8 FORMAL GRIEVANCE - STEP 1

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

(1) Ten (10) workdays after the event or circumstances occasioning the grievance; or

(2) Within five (5) workdays of the decision rendered in the informal grievance procedure, whichever is later.

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

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

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

5.9 FORMAL GRIEVANCE - STEP 2

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

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

5.10 FORMAL GRIEVANCE - STEP 3

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

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

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

(1) Mediation as described in Section 5.11; or

(2) Third step appeal as described in Section 5.12.

5.11 MEDIATION

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

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

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

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

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

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

g. The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one (1) party. If settlement is not possible, the mediator shall provide the parties with an immediate

bench opinion, based on the stated grievance and the Collective Bargaining Agreement, as to how the grievance would be decided if it went to arbitration. That opinion would not be final or binding, but would be advisory. It would be delivered orally and would be accompanied by a statement of the reasons for the mediator's opinion. The advisory opinion may be used as the basis for further settlement discussions or for withdrawal or granting of the grievance. If the grievance is not settled, granted or withdrawn, the parties are free to arbitrate. If they do, the mediator shall not serve as arbitrator, and no offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration. Neither attorneys nor court reporters or any other type of note taker shall be allowed to be present at the proceedings.

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

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

5.12 HEARING AND RESPONSE - STEP 3

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

b. The County Executive or his/her designated representative shall, within ten (10) workdays of receipt of the appeal, schedule and conduct a grievance hearing unless extended by mutual agreement of the parties. The County Executive or his/her representative shall render a written response to the grievance within fifteen (15) workdays following the date of the grievance hearing unless extended by mutual agreement of the parties.

5.13 ARBITRATION - STEP 4

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

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. (1) In the event the parties are unable to agree within the time stated, the arbitrator shall be selected from the following list of arbitrators:

Gerald McKay
Alexander Cohn
Jerilou Cossack
Kenneth Silbert
Leo Kanowitz

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

(2) 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 unavailable 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) 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.

(3) 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.

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

(1) A requirement that the arbitrator selected render a decision within sixty (60) calendar days of the conclusion of the hearing.

(2) Either side may request, at their cost, a court reporter.

(3) No post hearing briefs unless mutually agreed by the parties.

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

5.15 DECISION

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

b. The arbitrator shall have no authority to add, 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 Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

5.18 RESPONSE

If the County fails to respond to a grievance within the time limits specified for each step, the grievant shall have the right to appeal to the next higher step up to Step 3.

5.19 COPY OF DECISION

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

5.20 GRIEVANCES/PERSONNEL FILES

Copies of grievances filed pursuant to this section will not be placed in personnel files as defined in Section 15.8-a.

ARTICLE VI
HOURS OF WORK AND OVERTIME

6.1 HOURS OF WORK

a. The regular workweek shall commence Sunday and extend through

Saturday, eight (8) hours per day, five (5) days per week, for a total of forty (40) hours, which includes authorized absences with pay.

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

c. Employees normally shall be allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the work shift. Permanent employees shall be given at least five (5) workdays' written notice prior to a permanent change in their assigned lunch hours. The notice requirement shall not apply to temporary or emergency assignments.

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

e. Lunch periods shall not be counted as time worked except for those employees for whom lunch periods include the actual performance of assigned duties such as employees who work a straight eight-hour shift.

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

g. Permanent employees shall be given at least five (5) workdays' written notice prior to a permanent change in their assigned hours of work. The notice requirement shall not apply to temporary or emergency assignments.

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

6.2 9/80 WORK SCHEDULES

a. An appointing authority, with prior approval of the County Executive, may approve individual requests of employees covered by this Agreement in their department to work a 9/80 work schedule. In addition, in recognition of the type and nature of work performed by many groups of employees covered by this Agreement, the appointing authority has the right to place, at their discretion, all employees in a work unit, section or division on a 9/80 work schedule.

b. 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.

(1) 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.

(2) 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.(1) above. This redesignated workweek must be in writing and specifically state the day of the week and time of day that the workweek commences and the effective date of the redesignated workweek. This must be completed and approved prior to the employee working the 9/80 schedule and be filed in the employee's personnel file. This redesignated workweek must be changed prior to the employee altering the day of the week or time of day that the eight-hour workshift occurs; the redesignated workweek must always commence during the middle of the eight-hour workshift. This redesignated workweek must also be changed back to the standard Sunday through Saturday workweek upon the employee moving off 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.(1) 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, consistent with Section 6.1. Employees may receive one (1) rest period during the first half of the employee's nine-hour or eight-hour workshift and one (1) rest

period during the second half of the nine-hour or eight hour workshift, consistent with Section 6.7. Employees who work two (2) four-hour workshifts may receive one (1) rest period during each four-hour workshift.

e. An employee shall be granted a holiday that falls on the employee's scheduled eight-hour workshift. If the holiday falls on the scheduled nine-hour 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).

i. Employees covered by this Agreement who are assigned to the Traffic Signs and Signals Sections or Highway Maintenance Section of the Transportation Division within the Department of Public Works shall receive a paid lunch period when assigned to a 9/80 work schedule. This is in recognition that a lunch period is work time if an employee is required to perform duties while eating. Being ordered to remain with a vehicle while in the field during the lunch period is considered work time. In recognition that the employees described herein in Subsection i. work jobs that during the course of a workday move from site to site, have fluctuating work flow, may await material delivery, and may fill out paper work before and/or after completion of a job and recognizing employees described herein also receive a paid lunch, these employees shall not receive rest periods at regularly scheduled times as described in Section 6.7 of this Agreement.

j. Employees in the Traffic Signs and Signal Sections of the Transportation Division who were on a 9/80 work schedule and working a "44/36" work schedule as outlined in Section 6.2 of the Operations and Maintenance Agreement of 1990-93, shall be covered by the 9/80 language described in Section 6.2 of this Agreement. The salary received by these employees for working eighty (80) hours in a two-week period shall be the same received when working eighty (80) hours in a two-week period under the previously described "44/36" work schedule.

6.3 AIRCRAFT RESCUE AND FIRE FIGHTING 24-HOUR WORK SCHEDULE

a. At such time that the County decides to implement a 24-hour work schedule in Aircraft Rescue and Fire Fighting (ARFF), the parties agree that such 24-hour work schedule shall be administered in accordance with the following provisions:

(1) Hours of Work:

(a) The article on hours of work and overtime of this Agreement shall not apply to employees assigned a 24-hour work schedule.

(b) All 24-hour employees shall be scheduled to work a total of nine (9) shifts within a 28-day cycle, for a total of 2,912 hours of work per year. Employees shall report for duty at 0800 and go off duty 24 hours later, at 0800 the following morning. Designation of shifts and assignment of personnel shall be at the discretion of the County.

(c) Employees assigned a 24-hour work schedule shall be on duty at all times and prepared to perform airport emergency rescue and fire-fighting activities as required. Other duties such as general maintenance, equipment readiness, inspections, and related work shall normally be performed between 0800 and 1700 hours. Break times and meal periods shall be considered hours worked and will be arranged by the County as operations permit.

(2) Salary:

(a) The sections on night shift pay and incentive pay for fire operations workers of this Agreement shall not apply to employees assigned on a 24-hour work schedule.

(b) The straight time hourly rate of pay for employees on a 24-hour work schedule shall be determined by dividing the employee's annual base salary by 2,912 hours. The annual

base salary shall include Emergency Medical Technician (EMT) incentive pay and the total annual cost of night shift pay earned by employees pursuant to this Agreement but applied equally to all employees on a 24-hour work schedule.

(c) Whenever an employee is reassigned from a 24-hour work schedule (2,912 hours of work per year) to a 40-hour work schedule (2,080 hours of work per year), the employee's straight time hourly rate shall be determined by dividing the employee's annual salary by 2,080 hours. As long as employees remain in ARFF job classifications while working a 40-hour work schedule, they shall not be eligible for night shift pay.

(3) Overtime:

(a) Overtime hours worked will be compensated at one and one-half (1-½) times an employee's straight time hourly rate of pay. An employee shall be compensated at the overtime rate for all hours worked that are not part of the employee's assigned work schedule. Leave time taken by an employee shall not be counted as time worked for overtime purposes.

(b) The County has the right to require an employee to remain at work and perform work-related duties for the duration of the established overtime period.

(4) Callback: Callback shall be paid at 1-½ times the hourly rate of pay, for a period of two (2) hours or for hours actually worked, whichever is greater.

(5) Leave Time:

(a) Vacation, sick leave, and holiday-in-lieu time provided for in this Agreement shall be accrued by 24-hour work schedule employees (2,912 hours of work per year) at the current accrual rates, times a conversion factor of 1.4. For example, 40-hour work schedule employees (2,080 hours of work per year) accrue sick leave at the rate of 4.6 hours biweekly. Thus, 24-hour work schedule employees shall accrue 6.44 (4.6 X 1.4 = 6.44) hours of sick leave biweekly. Leave time accruals shall be decreased by the conversion factor of 1.4 whenever an employee is reassigned from a 24-hour work schedule to a 40-hour work schedule.

(b) Leave time balances and "caps" (maximums) shall be increased by the conversion factor of 1.4 whenever an employee is reassigned from a 40-hour work schedule to a

24-hour work schedule. Leave time balances and caps shall be decreased by the conversion factor of 1.4 whenever an employee is reassigned from a 24-hour work schedule to a 40-hour work schedule.

(c) Vacation, sick, and other leave time provided for in this Agreement shall be taken by 24-hour work schedule employees pursuant to existing provisions of this Agreement, except that leave time other than sick leave shall not be taken in blocks of less than four (4) hours, at the discretion of management.

(6) General:

(a) If the above provisions conflict with other terms of this Agreement, the provisions of this section shall prevail.

(b) Whenever a term of this Agreement references a 40-hour work schedule, such term shall be increased, if applicable, by a conversion factor of 1.4 when it is applied to employees assigned a 24-hour work schedule.

(7) The parties mutually agree to form a joint labor/management committee to discuss and make recommendations to the Director of Airports regarding the implementation of the Aircraft Rescue and Fire Fighting 24-Hour Work Schedule. The Labor/Management Committee will consist of three union representatives and three management representatives. The committee shall convene no later than December 31, 2001.

6.4 OVERTIME

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

b. 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. If the department is unable to schedule and grant time off within one (1) year from the date the overtime was performed, cash payment shall be made in lieu of compensating time.

c. All paid leave except sick leave shall be counted as time worked. Time worked in excess of (8) eight 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 or one (1) hour of compensating time off for each hour worked in excess of

their normal workday or week; provided, however, for work performed in excess of eight (8) hours per day or forty (40) hours per week, they shall be compensated as provided in Subsection b.

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. The County agrees to make a reasonable effort to assign overtime work to Sanitation Workers, Collection Equipment Operators, Senior Collection Equipment Operators, Landfill Equipment Operators, Senior Landfill Equipment Operators, and Transfer Equipment Operators on a voluntary basis if practical. All overtime will be assigned at the beginning of the workday whenever reasonable and practical.

h. 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.

i. The parties mutually agree that the appointing authority shall have the sole authority to schedule the use of accrued compensatory time off (CTO). Such scheduling shall be at the discretion of the division chief. The appointing authority will give employees five (5) calendar days' notice prior to scheduling CTO. The Department of Parks, Recreation and Open Space shall be exempted from the five (5) calendar days' scheduling notice. Parks and Recreation employees covered by this Agreement who report for their regularly scheduled shift shall be paid a minimum of two (2) hours of straight time pay if sent home on CTO as outlined in this Section (6.4-i.)

6.5 POLICY FOR EQUAL DISTRIBUTION OF OVERTIME, STANDBY AND CALL-BACK TIME

a. Purpose: This policy is established for equal distribution of overtime, standby and call-back time.

b. General Provision: Overtime work shall be distributed equally insofar as possible among qualified employees engaged in the same activities or any one class in accordance with the criteria established herein.

c. General: The County shall determine which employees are qualified for overtime based on the following factors:

(1) Employee class.
(2) Job location.
(3) Experience related to task for which overtime is required.
(4) Physical qualification required to perform the work.
(5) Project assignment.
(6) Shift.
(7) Completion of started assignment.
(8) Emergency.
(9) Desire to work overtime.
(10) Employee availability.

d. Practice: The qualified employee who has the least number of overtime hours to his credit shall work the overtime.

e. Overtime Hours to be Charged:

(1) All hours worked as overtime.

(2) Employees who are on "Controlled Leave" shall be excluded from the provisions of Section 6.5.

f. Distribution: The distribution of overtime shall be equalized over each six-month period beginning on the first day of the calendar month following the effective date of this Agreement. It is understood that the nature of certain work assignments does not easily permit equal distribution of overtime, and in such cases exceptions may be made to equal distribution. Such exceptions are to be identified by the County for each activity. Any disagreement between the Union and the County regarding the exceptions shall be resolved pursuant to the grievance and arbitration procedure.

g. Records:

(1) Overtime records shall be made available to employees and authorized Union representatives.

(2) Records shall show all hours worked during the preceding month and total cumulative hours.

(3) Each activity, function, or organization element within which equal overtime distribution is considered feasible for identified groups of employees shall maintain appropriate records. The specific format of these records shall be determined by the appropriate level of management in charge of the activity but shall consist of a listing or

grouping of employees among which overtime is considered feasible or practicable.

6.6 STANDBY ASSIGNMENTS

a. Any employee who is required to remain on standby for emergency work shall be paid the equivalent of two (2) hours straight-time pay for each standby shift, whether or not he/she is called to work. A standby shift shall be eight (8) or less hours.

b. The employee who performs emergency work on standby duty shall be compensated therefore as overtime worked. A minimum of two (2) hours overtime compensation per shift shall be paid to an employee who is called back, in addition to the standby pay to which such employee is entitled pursuant to Subsection a. An employee who is notified of the need to respond to another emergency while still on-call shall be compensated as a continuation of time; it shall not be considered a second call-back subject to a separate two-hour minimum. If the employee has returned home and the two-hour minimum has elapsed, an additional call-back would be subject to a separate two-hour minimum. If the two-hour minimum has not elapsed, it will be considered a continuation of time, not subject to an additional two-hour minimum.

c. Any regular employee not on standby called in to work shall be compensated a minimum of two (2) hours pay at the overtime rate.

d. An employee on standby who is called in, while en route to work in a County vehicle, is not entitled to the two-hour minimum.

6.7 REST PERIODS

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

b. An employee who misses a scheduled break may be allowed to take a break later during the four-hour work period. However, all rest periods shall be scheduled in accordance with the requirements of the department.

c. The appointing authority may designate the location or locations at which rest periods may be taken.

d. Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

6.8 CHANGES IN SCHEDULED SHIFT OR DAYS OFF

Permanent employees shall be given at least five (5) workdays' notice prior to a change in their shift or days off. If an employee's shift or days off are changed without

the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new shift. The notice requirement and overtime provision shall not apply to emergency assignments.

6.9 CHANGES IN WORK LOCATION FOR PERMANENT EMPLOYEES

a. This section applies to permanent employees only.

(1) No permanent employee shall be permanently transferred between work sites without five (5) days' prior notice.

(2) No permanent employee shall be temporarily transferred without notice of at least one (1) day prior to said transfer, except in case of emergency.

(3) A temporary work site transfer of a permanent employee shall not exceed a period of thirty (30) working days.

(4) Transfer shall not include temporary assignment for a portion of a workday or days to a different work location.

(5) This section shall not apply to permanent employees who, due to the nature of their assignment, report to a different location on a regular basis.

(6) For purposes of this section, a change in work site means a significant change in report location (i.e., Downtown to Bradshaw, not Sheriff's Building to County Administration Building).

(7) If an employee's work location is changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the assignment to the new work location.

6.10 WORK SCHEDULE FOR FIRE OPERATIONS WORKERS

The work schedule for Fire Operations Workers will be posted ten (10) days prior to the beginning of each new schedule.

ARTICLE VII
SALARIES

7.1 SALARY INCREASES

a. Effective June 17, 2001 a salary increase of 3% shall be paid to employees in each classification.

b. Effective June 30, 2002, a minimum salary increase of 2% shall be paid to employees in each classification. If the increase in the United States City Average Consumer Price Index for Urban Wage Earners and Clerical Workers between March 2001 and March 2002 is greater than 2%, the salary increase (rounded to the nearest one-tenth of 1%) shall be equal to the amount of the increase in the Consumer Price Index up to a maximum increase of 5%.

c. Effective June 29, 2003, a minimum salary increase of 2% shall be paid to employees in each classification. If the increase in the United States City Average Consumer Price Index for Urban Wage Earners and Clerical Workers between March 2002 and March 2003 is greater than 2%, the salary increase (rounded to the nearest one-tenth of 1%) shall be equal to the amount of the increase in the Consumer Price Index up to a maximum increase of 5%.

d. Effective June 27, 2004, a minimum salary increase of 2% shall be paid to employees in each classification. If the increase in the United States City Average Consumer Price Index for Urban Wage Earners and Clerical Workers between March 2003 and March 2004 is greater than 2%, the salary increase (rounded to the nearest one-tenth of 1%) shall be equal to the amount of the increase in the Consumer Price Index up to a maximum increase of 5%.

e. Effective June 26, 2005, a minimum salary increase of 2% shall be paid to employees in each classification. If the increase in the United States City Average Consumer Price Index for Urban Wage Earners and Clerical Workers between March 2004 and March 2005 is greater than 2%, the salary increase (rounded to the nearest one-tenth of 1%) shall be equal to the amount of the increase in the Consumer Price Index up to a maximum increase of 5%.

f. Effective June 17, 2001, salary equity increases shall be given to the following classifications:

(1)	Helicopter Mechanic	8.0%
(2)	Highway Maintenance Equipment Operator	5.0%
(3)	Sr. Highway Maintenance Worker	5.0%
(4)	Highway Maintenance Worker	5.0%
(5)	Senior Bridge Maintenance Worker	5.0%
(6)	Bridge Maintenance Worker	5.0%
(7)	Tree Trimmer	5.0%
(8)	Senior Collection Equipment Operator	4.3%
(9)	Transfer Equipment Operator	4.3%
(10)	Senior Landfill Equipment Operator	4.3%
(11)	Traffic Signs Maintenance Worker I	2.5%
(12)	Traffic Signs Maintenance Worker II	2.5%
(13)	Traffic Signs Maintenance Worker III	2.5%
(14)	Custodian Level II	2.0%
(15)	Landfill Equipment Operator	1.9%

Add 5% salary step to top of salary range for Senior Traffic Signals and Lighting Technician.

g. Effective June 30, 2002, salary equity increases shall be given to the following classifications:

(1)	Highway Maintenance Equipment Operator	5.0%
(2)	Sr. Highway Maintenance Worker	5.0%
(3)	Highway Maintenance Worker	5.0%
(4)	Senior Bridge Maintenance Worker	5.0%
(5)	Bridge Maintenance Worker	5.0%
(6)	Tree Trimmer	5.0%
(7)	Automotive Mechanic	3.0%
(8)	Automotive Service Worker	3.0%
(9)	Equipment Mechanic	3.0%
(10)	Equipment Service Worker	3.0%

7.2 SALARY ADMINISTRATION

a. Entry Step:

(1) Effective July 2, 2000, the entry step within the established range for each class shall be Step "5" unless specifically designated as Step "6", "7", "8", or "9". Except as otherwise provided, any person appointed to a class shall receive the entry step of the ranges of such class and shall accrue other benefits as a new employee.

(2) Transition of Employees in Salary Steps "2," "3," and "4":

(a) (i) Effective July 2, 2000, employees in salary Steps "2," "3," and "4" shall be moved as follows:

(ii) Employees in salary Steps "2" and "3" will be moved to Step "5" with no change in step increase date.

(iii) Employees in salary Step "4" will be moved to salary Step "6" with a new step increase date of July 2, 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 "2", but not exceeding the step that he or she received at the time of resignation.

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

e. Promotion: Upon promotion an employee shall receive the lowest step in the new class which provides an increase of at least five percent (5.0%). Extra-help employees shall be placed at the lowest step of the new class.

f. Transfer: Upon transfer an employee shall receive the same step in the new range as he or she received in the former range. For purposes of this provision, a transfer is a change between classes when the maximum salary range of the class to which the transfer is made is less than five percent (5.0%) higher or is less than five percent (5.0%) lower.

g. Demotion: A demotion is a change to a class which has a maximum salary rate which is at least five percent (5.0%) lower than the maximum salary rate of the former class. Whenever an employee is demoted due to layoff, without cause or inability on 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 his/her class, at which time the employee shall receive the highest step of the range. The employee shall receive a proportionate decrease in salary whenever a lower range is established for the class in the Agreement.

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

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

m. Entry Step Adjustments: When the entry step for a class is adjusted to above Step "2" 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 payment, shall be calculated in accordance with the applicable provisions of this Agreement.

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

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

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

7.3 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 period 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 increases, 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 increase date when the salary increase is 9.5% or higher.

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

g. Continuous extra-help employment up to fifty-two (52) weeks of full-time service, or the equivalent, shall be considered as eligible service for a step increase for an employee who is appointed to a regular position without a break in service. Such extra-help employment shall be subject to all other provisions of this section governing step increases.

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

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

j. Temporary employees with no permanent status on June 27, 1981, who continue to be temporary employees thereafter with no break in service, will continue to be compensated at Step “7”. If there is a break in service and the former employee is reappointed to a temporary position or appointed to a permanent position, the employee will start at the beginning step of the salary range for the class in which the employee is appointed. If a temporary employee has no break in service and is appointed to a permanent position, the employee will start at the beginning step of the salary range for the class in which the employee is appointed except that continuous extra-help

employment up to fifty-two (52) weeks of full-time service or the equivalent, shall be considered as eligible service for a step increase for an employee who is appointed to a regular position without a break in service.

7.4 NIGHT-SHIFT PAY

Employees shall receive night-shift differential pay if one-half or more of their work period is before 8:00 a.m. or after 5:00 p.m. Night-shift differential shall be $.80 per hour.

7.5 PAY DIFFERENTIAL FOR ACTING SUPERVISOR OR ACTING LEADPERSON

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

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

7.6 SANITATION CREW WORKER PAY DIFFERENTIALS

a. Effective January 1, 1996, employees in the classifications of Sanitation Worker, Collection Equipment Operator, Senior Collection Equipment Operator, and Transfer Equipment Operator will receive a five percent (5%) differential when assigned to work in a higher paid classification within the Waste Management and Recycling Division. The differential shall be five percent (5%) higher than the employee's hourly salary on the day of the assignment.

b. Effective January 1, 1996, employees in the classification of Landfill Equipment Operator will receive a five percent (5%) differential when assigned to work in a higher paid classification within the Waste Management and Recycling Division, except when assigned to work in the classification of Senior Landfill Equipment Operator. When assigned to work in the classification of Senior Landfill Equipment Operator, they shall receive a ten percent (10%) differential. The ten percent (10%) differential shall be ten percent (10%) higher than the employee's hourly salary on the day of the assignment.

c. Effective December 26, 1996, employees in the classification of Sanitation Worker will receive a ten percent (10%) differential when assigned to work in the

classification of Transfer Equipment Operator. The ten percent (10%) differential shall be ten percent (10%) higher than the employee's hourly salary on the day of the assignment.

7.7 HAZARDOUS DUTY PAY - HELICOPTER MECHANIC

a. When a Helicopter Mechanic is assigned in writing by the appointing authority the added responsibility to fly in helicopters, in order to diagnose and remedy maintenance problems, the employee shall receive a five percent (5%) pay differential while so assigned.

b. When a Helicopter Mechanic is assigned in writing by the appointing authority the added responsibility of piloting a helicopter, the employee shall receive a total of ten percent (10%) pay differential while so assigned. In determining the ten percent (10%) pay differential, any differential received under Subsection a. of this section shall be included, if applicable, so that the total differential shall not exceed ten percent (10%).

7.8 TRAFFIC SIGNS MAINTENANCE WORKER PAY DIFFERENTIAL - LEAD WORK

Traffic Signs Maintenance Worker I's who are temporarily assigned by the appointing authority, in writing, to perform the duties of a leadworker shall receive a pay differential of five percent (5%) of the employee's standard hourly salary rate. This differential shall be paid only for the time the employee is assigned to perform the duties of a leadworker.

7.9 INCENTIVE PAY - FIRE OPERATIONS WORKER

a. Fire Operations Workers will become eligible for Emergency Medical Technicians (EMT) incentive pay beginning the first biweekly pay period after submission of evidence of eligibility to the person designated by the appointing authority.

b. The incentive pay will be paid at the rate of five percent (5%) for an EMT certificate.

7.10 DIFFERENTIAL - AUTOMOTIVE STOCK CLERK

Any employee assigned the duties of Automotive Stock Clerk shall receive a five percent (5%) differential. Such assignment shall be made in writing.

7.11 DIFFERENTIAL - LEAD BUILDING SECURITY ATTENDANT

Any employee assigned the duties of Lead Building Security Attendant shall receive a five percent (5%) differential. Such assignment shall be made in writing.

7.12 DIFFERENTIAL - CUSTODIAL CONTRACT INSPECTOR

Any employee assigned the duties of the Custodial Contract Inspector shall receive a five percent (5%) differential. Such assignment shall be made in writing.

7.13 DIFFERENTIAL - PARK MAINTENANCE WORKER I

Employees in the class of Park Maintenance Worker I assigned to operate a Case 850 Angle Tilt Dozer or larger, a Gehl MG 747 Articulated Motor Grader or larger, or a back hoe with a flat bottom digging depth of 130 inches or larger shall receive a five percent (5%) pay differential for each day such equipment is operated.

7.14 DIFFERENTIAL - AGRICULTURAL PEST CONTROL ADVISOR'S LICENSE

a. Employees in the classes of Senior Park Maintenance Worker, Park Maintenance Worker II, Park Maintenance Worker I, Bridge Maintenance Worker, Senior Bridge Maintenance Worker, Senior Highway Maintenance Worker, and Highway Maintenance Equipment Operator who possess an Agricultural Pest Control Advisor's License (PCA) may be assigned duties consistent with the use of such license. In such case, the employee will receive a three percent (3%) differential.

b. In addition to the differential for the license, the employee may receive a one-half percent (.5%) differential for each additional State of California Agricultural Pest Control Advisor's License category used in conjunction with the employee's prescribed work assignments. Each department will designate the categories which are applicable to their respective departments. The assignment of duties consistent with the license shall be made in writing.

7.15 DIFFERENTIAL - ASBESTOS ABATEMENT TEAM MEMBERS

Effective the first pay period of January 1994, any employee in the classification of Building Maintenance Worker assigned to the Asbestos Abatement Team shall receive a five percent (5%) differential. Such assignment shall be made in writing. The differential shall only be paid on the days an employee is assigned to the Asbestos Abatement Team.

7.16 DIFFERENTIAL - ANIMAL HEALTH TECHNICIAN CERTIFICATE

Effective the first pay period in January 1994, any employee in the classification of Animal Control Officer or Senior Animal Control Officer who obtains and maintains a State of California Animal Health Technology certificate shall receive a five percent (5%) differential.

7.17 DIFFERENTIAL - SENIOR LANDFILL EQUIPMENT OPERATOR

Effective the first pay period of January 1994, any employee in the classification of Senior Landfill Equipment Operator who is assigned by the appointing authority to supervise either another Senior Landfill Equipment Operator or Operators, shall be paid a five percent (5%) differential. The differential will be five percent (5%) higher for the employee receiving the differential, based on the hourly rate of the employee on the day of assignment. This differential is agreed to in recognition of the unique staffing arrangements at the landfill.

7.18 DIFFERENTIAL - 5:00 A.M. SHIFT, DEPARTMENT OF GENERAL SERVICES CUSTODIANS

Employees in the classification of Custodian in the Department of General Services shall receive shift differential if they are assigned to the new shift of 5:00 a.m. to 1:00 p.m. as a result of their current shift being eliminated. This shift differential shall only apply to those employees who are employed in the classification of Custodian with the Department of General Services as of September 15, 1992. It shall not apply to new hires, employees who voluntarily request transfer and those employees whose current shifts are not being eliminated or employees who transfer out of the 5:00 a.m. shift and later request reentry. The 5:00 a.m. shift differential shall be $.80 per hour.

7.19 INCENTIVE PAY – EQUIPMENT AND AUTOMOTIVE MECHANICS

a. Effective June 17, 2001, employees in the classifications of Equipment Mechanic and Automotive Mechanic (Range A and B) will become eligible for incentive pay up to a maximum of 6% for the certifications listed in Subsections (1) and (2) below. Eligibility will be determined upon submission of evidence of the certification to the appointing authority.

(1) Automotive Service Excellence (ASE) Certifications Incentive pay shall be paid at the rate of 0.5% for each category listed below, up to a maximum of 4%:

(a) Automotive Mechanic (Range A and B)

- Engine Repair
- Automatic Transmission/Transaxle
- Manual Drive Train and Axles
- Suspension and Steering
- Brakes
- Electrical/Electronic Systems
- Heating and Air Conditioning Systems
- Engine Performance

(b) Equipment Mechanics

- Diesel Engines
- Drive Trains
- Brakes
- Suspension and Steering
- Electrical/Electronic Systems
- Preventive Maintenance and Inspection
- Certification in Heating, Ventilation and Air Conditioning
- Electronic Diesel Engine Diagnosis Specialist

(2) State of California Welder Certification/Qualification Certificate Incentive pay shall be paid at the rate of 2%.

(3) Employees receiving the Welder Certificate differential of 5% as of June 30, 2001, shall continue to receive the 5% rate. If any of the additional certifications for the categories listed in Subsection (1) are obtained, the maximum of 6% will not be exceeded.

(4) For incentive pay to continue, the employee must continuously maintain a valid certification.

(5) The appointing authority or designee may assign duties consistent with the use of the certification.

7.20 DIFFERENTIAL - ARBORIST CERTIFICATION

Employees in the classifications of Tree Trimmer, Senior Highway Maintenance Worker, and Highway Maintenance Equipment Operator who possess an International Society of Arborists (ISA), Arborist Certificate may be assigned duties consistent with the use of such certification. In such case, the employee will receive a three percent (3%) differential. The assignment of duties consistent with the certification shall be made in writing.

7.21 DIFFERENTIAL - TREE WORKER CERTIFICATION

Employees in the classification of Tree Trimmer who possess an International Society of Arborist (ISA), Tree Worker Certification may be assigned duties consistent with the use of such certification. In such case, the employee will receive a one percent (1%) differential. The assignment of duties consistent with the certification shall be made in writing.

7.22 DIFFERENTIAL - PESTICIDE SPRAY APPLICATORS CERTIFICATION/LICENSE

a. Employees in the classification of Senior Highway Maintenance Worker, Highway Maintenance Equipment Operator, Bridge Maintenance Worker, Park Maintenance Worker I, II, Senior Park Maintenance Worker, Park Maintenance Mechanic I, and Highway Maintenance Worker who possess a State of California Qualified Applicators License or Qualified Applicators Certificate may be assigned duties consistent with the use of such certification or license. In such case, the employee will receive a two percent (2%) differential for the license or one and one-half percent (1.5%) for the certificate. The employee may not receive the differential for both the license and the certificate.

b. In addition to the differential for the license or certificate, the employee may receive a one-half percent (.5%) differential for each additional State of California Qualified Applicators License/Certificate category used in conjunction with the employee's prescribed work assignments. Each department will designate the categories which are applicable to their respective departments. The assignment of duties consistent with the certification shall be made in writing.

7.23 MENTAL HEALTH FACILITY DIFFERENTIAL

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

b. Regular part-time employees who meet the above requirements shall be entitled to a pro-rata amount of this allowance.

7.24 DIFFERENTIAL - SENIOR PARK MAINTENANCE WORKER

Employees in the classification of Senior Park Maintenance Worker assigned to work remote park sites (Elk Grove Park and Gibson Ranch) and do not report to an onsite supervisor shall receive a five percent (5%) differential. The assignment of such duties shall be made in writing.

7.25 BOYS' RANCH SPECIAL PAY ALLOWANCE

Regular employees assigned to the Boys' Ranch shall receive a differential of five percent (5%) of the employee's hourly rate.

7.26 PAYROLL ERRORS

a. This provision applies when the County 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 County 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 over-credited to an employee regardless of the reason, including, but not limited to, administrative, clerical or system errors.

(5) "Underpayment" means any cash or leave (balance, usage or accruals) that has been underpaid or under-credited to an employee regardless of the reason, including, but not limited to, administrative, clerical or system errors.

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

(1) In the case of overpayment, reimbursement of the overpayment shall be made through one (1), or a combination of the following methods:

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

(b) 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 ten percent (10%) of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least ten percent (10%) of the employee's base salary including incentives, et cetera.

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

(3) An employee whose employment terminated prior to full reimbursement of an overpayment shall have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County shall have the right to exercise other legal means to recover the additional amount owed.

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

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

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

ARTICLE VIII
HOLIDAYS

8.1 HOLIDAYS

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

(1) Such holidays shall include:

(a) January 1 - New Year's Day
(b) Third Monday in January - Martin Luther King, Jr.'s Birthday observed
(c) February 12 - Lincoln's Birthday
(d) Third Monday in February - Washington's Birthday observed
(e) Last Monday in May - Memorial Day
(f) July 4 - Independence Day
(g) First Monday in September - Labor Day
(h) Second Monday in October - Columbus Day
(i) November 11 - Veterans' Day
(j) Fourth Thursday in November - Thanksgiving Day
(k) Day after Thanksgiving
(l) December 25 - Christmas Day

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

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

b. 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 for 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. The appointing authority shall have complete and sole discretion to determine the date or dates on which the employee shall be required to take off all or part of accrued HIL time and the appointing authority shall have complete and sole discretion to assign such time off except as outlined below.

(1) The appointing authority will give the employee at least five (5) days notice when scheduling HIL time.

(2) The appointing authority will not assign an employee off on HIL time for more than ten (10) hours per pay period unless an employee is taking a vacation of more than ten (10) hours, in which case the appointing authority can assign the employee off on HIL time instead of vacation time for as much time as the appointing authority deems necessary. It is not the intent of this section to cause employees who have reached their maximum vacation accrual to lose vacation

when scheduling HIL time. The maximum accrual of HIL time for a twelve-month period is one-hundred and four (104) hours. Cash payment shall be made for HIL time in excess of one-hundred and four (104) hours.

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

d. Regular employees whose weekly two (2) days off are other than Saturday and Sunday, and who are not covered by Subsection b., shall receive holiday time off the same as regular employees whose days off are Saturday and Sunday.

e. 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.

8.2 HOLIDAY WHILE ON VACATION

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

8.3 CHRISTMAS EVE AND NEW YEAR'S EVE

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

b. Each regular full-time custodian, except those assigned to the Airports, shall be allowed four (4) hours off duty without loss of compensation on the last working day before Christmas or New Year's. Custodians who normally report to work at 5 p.m. shall report to work at 1 p.m. and complete a full day's work for purposes of compensation at 9 p.m. on the last working day before Christmas and New Year's.

c. Each regular full-time custodian assigned to the Airports shall be allowed four (4) hours off duty without loss of compensation on Christmas Eve, New Year's Eve or some other time.

ARTICLE IX
LEAVES

9.1 VACATION

a. Vacation with pay shall be earned by all employees based on the equivalent of full-time service from the date of appointment. Vacation 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.

b. All employees who have less than three (3) years of service shall accrue vacation on the basis of four (4) hours for each biweekly pay period.

c. All employees who have more than three (3) but less than fifteen (15) years of service shall accrue vacation on the basis of five and one-half (5.5) hours for each biweekly pay period of service.

d. All employees who have more than fifteen (15) years of service shall accrue vacation on the basis of seven and one-tenth (7.1) hours for each biweekly pay period of service.

e. Employees who accrue vacation as provided in Subsection b. may accumulate vacation to a maximum of 240 hours on any accrual date. Employees who accrue vacation as provided in Subsections c. and d. may accumulate vacation to a maximum of 320 hours on any accrual date. Upon proper application by an employee, and with the approval of the employee's appointing authority, the County Executive may authorize the accrual in appropriate circumstances of more than the number of hours specified in this section.

f. All employees hired on the first day of the first pay period in January 1994, shall accrue vacation and accumulate vacation in accordance with the following schedule:

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

*eight-hour day

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

h. Employees shall be eligible to use accrued vacation as provided in this section. An employee who separates or is terminated from County service or who takes military leave in excess of one-hundred and eighty days (180) shall be paid the full monetary value of his/her full vacation. Such payment to an employee who separates or is terminated shall be made on the last workday of actual duty or as soon thereafter as possible.

i. 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 accrued vacation.

j. Supervisors shall prepare and post 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/her vacation be taken in two (2) or more non-contiguous vacation periods, his/her seniority within current classifications shall apply to his/her 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.

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

l. The supervisor shall post the unit schedules mentioned in Subsections j. and k. above by January 10th of each year. Employees shall submit their vacation request(s) no later than the close of business January 31st. The supervisor shall post the approved vacation calendar in an area easily accessible to employees by February 15th.

9.2 SICK LEAVE WHILE ON VACATION

An employee who while on vacation is incapacitated for one (1) or more days due to personal illness or injury may charge such days to accrued sick leave. In such event, the employee promptly shall notify his/her department, and upon return to duty shall substantiate the need for, and use of, sick leave.

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 his/her duties because of personal illness, injury, dental work or pregnancy.

(b) Absence from duty for examination or treatment by a medical doctor or dentist, even though the employee is not quarantined or incapacitated. The employee shall give the immediate supervisor reasonable advance notice of such scheduled absences. The absence shall be permitted except when an absence at that time would unduly interfere with County operations. In all cases the employee shall attempt to schedule examinations at times that minimize interference with County operations.

(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. 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 child birth.

(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.

c. If it is not practical to return an employee to work after a partial day's sick leave, the County may permit the employee to use sick leave for the entire day.

9.4 FAMILY DEATH LEAVE

a. The County shall authorize family death leave with pay, for a regular employee, when needed, due to the death of his/her parent, spouse, child, grandparent, spouse's grandparent, brother, sister, mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, or the death of any child or close relative who resided with the employee at the time of death. The employee shall give notice to his/her immediate supervisor in advance of taking such leave.

b. 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 shall be prorated for part-time employees.

9.5 MILITARY LEAVE

Employees shall be granted military leave as required by statute.

9.6 DISABILITY LEAVE

a. An employee who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination as the appointing

authority deems necessary. He/she shall not be considered absent from duty during the time required for such examination.

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

(1) During any period of disability for which payment is not provided under worker's compensation insurance, the employee shall be placed on disability leave with pay to the extent of any leave with pay which he/she has accrued. Such disability leave with pay shall be charged against the employee's accrued leave with pay;

(2) During any period of disability for which payment is provided under Worker's Compensation Insurance, the employee shall elect to either:

(a) Retain any worker's compensation benefits received during the pay period and receive full pay. The employee shall use their accrued sick leave, vacation, CTO and HIL on an hour-for-hour basis to cover all hours the employee is absent from duty due to the work-related disability during the applicable pay period. Or,

(b) Retain any worker's compensation benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the worker's compensation benefits added together are equivalent to the employee's full pay. The employee shall use their accrued sick leave, vacation, CTO, and HIL in an amount equal to one-half of the number of hours the employee was absent from work during the pay period due to the work-related disability. If, however, the amount of the worker's compensation benefits is subtracted from the employee's full pay for the time off due to the disability, and the remainder is less than one-half of the amount of such full pay, then only the number of leave balance hours necessary to equal that remainder shall be charged.

c. All disability leave provisions of this section shall terminate when the employee uses all accrued sick leave, vacation, CTO, or HIL balances, or upon the date of the employee's recovery from disability, receipt of permanent disability under worker's compensation insurance, retirement, termination from County employment or death

9.7 JURY DUTY

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

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

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

9.8 TIME OFF FOR PROMOTIONAL EXAMINATIONS AND TRANSFER INTERVIEWS

a. Regular employees shall be released from duty without loss of compensation while competing in County civil service examinations that are scheduled during duty hours.

b. Whenever an employee has an appointment to appear for a transfer interview, the employee shall be released from duty without loss of compensation while being interviewed during normal work hours. Every effort should be made to schedule transfer interviews at times that minimize interference with County operations.

9.9 MATERNITY LEAVE OF ABSENCE

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

9.10 ASSIGNMENT OF LEAVE FOR CATASTROPHIC ILLNESS AND OTHER PURPOSES

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

9.11 PARENTAL LEAVE

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

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

c. The maximum paid parental leave for full-time regular employees shall be 160 hours. Parental leave shall be 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 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 (1) year unpaid leave of absence that an employee may request for child care or family reasons following the birth or adoption of a child.

9.12 WELLNESS/SICK LEAVE INCENTIVE PROGRAM

a. Effective with Pay Period #1, beginning January 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 26-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 26-week period is excluded for that time period. Any employee during the designated 26-week period who receives 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 Section 9.7, is excluded from participation for that time period. Any employee who was temporary and transferred to a permanent position during the designated 26-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; for a four-fifths employee, the maximum would be nine (9) hours. The amount of time off received by the qualifying part-time employee shall also be prorated. This means a half-time employee would receive a certificate for four (4) hours time off, and a four-fifths employee would receive a certificate for six (6) hours time off.

d. This program does not restrict an employee's ability to use sick leave as authorized by Section 9.3 of this Agreement.

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

ARTICLE X
HEALTH AND WELFARE

10.1 MEDICAL INSURANCE AND HEALTH PLAN

a. The County shall pay for each full-time regular employee and each part-time regular employee who works forty (40) hours or more per biweekly pay period up to the Kaiser Foundation Health Plan premium for employee and dependent coverage. If the cost of the coverage exceeds the maximum County contribution, the employee shall pay the additional cost.

b. The County contribution shall be applicable to either "employee and dependent" coverage or to "employee only" coverage. If the cost of the coverage exceeds the maximum County contribution, the employee shall pay the additional cost.

c. The County shall provide employees with at least the following medical plan options:

Kaiser Foundation Health Plan VG2
A health maintenance plan
A health plan with a point of service (POS)
A catastrophic health plan

d. Each medical insurance or health plan provides for coordination with Medicare coverage. An employee who participates in a plan is subject to the requirements of that plan, including provisions relating to Medicare. The County is not responsible for the replacement of benefits that may be reduced, eliminated, or made more expensive as a result of coordination with Medicare. County contributions are not payable toward contributions an employee is required to make to the Federal Government for Medicare coverage.

e. Cash-Back Feature: Employees hired prior to October 11, 1998, with medical insurance or health plan coverage whose premium rate is less than the County contribution as set forth in Subsection a. above shall receive an additional cash payment. For such employees who are covered by social security (FICA), this cash payment will equal the amount of the applicable maximum County contribution set forth in Subsections a. above, minus the cost of the premium rate for the employee's medical insurance or health plan coverage, minus a percentage equal to the County's social security contribution rate on FICA taxable wages, and minus any County costs (excluding FICA) which are applicable to such cash payment, if any. For such employees who are not covered by social security, the cash payment will be calculated in exactly the same manner, except there will be no deduction of the percentage equal to the County's social security contribution rate on FICA taxable wages. Employees hired on or after October 11, 1998 shall not receive this additional cash payment. Employees eligible for cash back benefits shall be grandfathered for the duration of their continuous employment history with the County of Sacramento. Such cash back benefit shall be a vested right.

f. The County shall have the right at its sole discretion, after notice to the Union, to move from a two to three-tier health insurance premium structure.

g. The Union agrees with the Consultant's recommendations in the 2000-01 Health and Welfare Review to increase the County-sponsored HMO's to match the PERS 2002 HMO office visit and prescription drugs co-payments effective January 1, 2002.

h. The County shall have the right to further increase the HMO office visit and prescription drug co-payments effective January 1, 2005, based on the accumulative percentage increase of premium increases for employees with dependent coverage for the Kaiser Foundation Health Plan for the period January 1, 2002 to January 1, 2005. (For example, if the accumulated percent increase on the Kaiser premium for the three-year period were 30% ($500 January 1, 2002 to $650 January 1, 2005), a $10 co-payment could be increased by $3 ($10 x 30%) to $13.)

10.2 DENTAL PLAN

a. The County shall provide at its expense to each regular employee who works forty (40) or more hours per pay period the following dental benefits for the employee and the employee's eligible dependents*:

(1) A deductible of $25 per patient per calendar year. When three (3) members of a family have each met a $25 per patient deductible, no deductible shall be required of other family members during that calendar year. The deductible shall not apply to two (2) prophylaxes and one (1) dental examination per patient in any calendar year.

(2) There shall be no deductible for any calendar year following two (2) consecutive calendar years during which such person is continuously eligible and in each of such years has utilized the prophylaxes benefits twice each calendar year.

NOTE: Dependents eligible for benefits are: (1) Lawful spouse; (2) Unmarried children (including step children, adopted children and foster children provided such children are dependent on the employee for support and maintenance) to their 19th birthday, or their 24th birthday if they are enrolled at an accredited institution of learning; (3) An unmarried child who has reached his/her 19th birthday but is incapable of self-support because of physical or mental incapacity that commenced prior to his/her 19th birthday, provided a physician's certificate of such incapacity is submitted to the County Insurance Administrator within six (6) months following his/her 19th birthday or the employee's date of eligibility in the County Dental Plan; (4) If both spouses are eligible employees they must each be enrolled as employees, and their children must be enrolled only under the parent whose birthday (excluding year of birth) occurs earlier in the calendar year; (5) Dependents in military service are not eligible.

(3) Each calendar year thereafter, no deductible will be required for persons who qualified under Subsection a.(2) above, provided they continue to satisfy the preventive dental maintenance care of two (2) prophylaxes each calendar year.

(4) Persons will be ineligible for the waiver of the deductible if they fail to have the prescribed maintenance care in any calendar year and must repeat the requirements as set forth in Subsection a.(2) to again qualify for no deductible.

(5) The dental benefits payable are to be computed at 100% of the Table of Allowances. The Table of Allowances will be based on actual claims' history of the previous period October 1 to and including September 30, and will represent approximately 80% of the overall average dental charges to persons covered under the County's dental program for that twelve-month period.

(a) In order to preserve the 80% concept, the Table of Allowances will be reviewed annually and revised, if necessary, on an annual basis. Reviews will cover the annual period October 1 to and including September 30, and revisions will be effective the first of each calendar year thereafter.

(b) The County may make necessary and appropriate adjustments to individual allowances for each procedure in order to preserve the 80% concept, except adjustments shall not be permitted below the first-year base.

(c) If it is determined, after an annual review, that the County's Dental Plan paid less than 79% of the overall average dental charges to persons utilizing the Sacramento County Dental Plan, the revised Table of Allowances shall contain a penalty factor which would increase the Table of Allowances to reflect the same percentage points over 80% in direct proportion to the percentage points under 80% rounded to the nearest whole number. As an example, if the plan paid 74% for the period October 1 to and including September 30, the penalty factor would increase the revised Table of Allowances, effective January 1 of the following calendar year, to 86%. In the event the revised Table of Allowances did not reflect an 86% benefit as determined by the next annual review, the penalty factor would be adjusted in the next Table of Allowances to reflect the miscalculation, rounded to the nearest whole number. As an example, if the next annual review indicated the plan paid 83% rather than 86%, the next Table of Allowances would continue the penalty factor of 3% so that the plan would be designed to pay 83%. The penalty factor would continue in this manner until it is within 1% of the 80% concept. In no event will the penalty factor be used to reduce the Table of Allowances below 80%.

(6) Additional dental benefits under the County's Dental Plan shall include the following:

(a) The County will pay 50% of the total and actual costs of orthodontic care but not to exceed a County payment of $750 per-patient lifetime maximum.

(b) Dental accidents paid at 100% of actual charges, without application of deductible and is not subject to the $1,500 maximum.

(c) The plan contains a per-patient calendar year maximum of $1,500, except for the $750 per-patient orthodontic lifetime maximum and for the accident benefit.

(d) Effective January 1, 1999, the per-patient calendar year maximum shall be $1,750, and the orthodontic lifetime maximum shall be $875. Effective January 1, 2000, the per-patient calendar year maximum shall be $2,000, and the per-patient orthodontic lifetime maximum shall be $1,000.

(7) The plan document was designed after the Valley Clerks Trust Dental Care Program.

(8) Upon request, the County will make available to recognized employee organizations for inspection the actual dental claims experience used in the annual review or other pertinent periodic tabulations.

(9) Dental benefits will be coordinated with dental benefits provided by any other plan under which the patient is insured, in accordance with the usual established rules covering coordination of benefits as outlined by the California State Insurance Commissioner.

(10) It is understood and agreed by the parties hereto that this section is a continuation of the pre-existing dental plan and that, under the said pre-existing dental plan, a penalty factor of 0% was in effect for the calendar year 1983. It is the intent of this Agreement to continue to make annual penalty factor adjustments, as may be necessary so as to preserve the intent of the original plan.

(11) The County agrees to provide dental plan pamphlets, including the revised Table of Allowances, to the Union and all employees covered by the dental plan on an annual basis.

10.3 LIFE INSURANCE

a. Basic Benefit: Effective the full pay period following Board of Supervisors' approval of total tentative agreement, the County will increase the basic life insurance benefit from $2,000 to $15,000 for employees, and from $2,000 to $5,000 for dependents.

b. Living Benefit: Effective the full pay period following Board of Supervisors' approval of total tentative agreement the life insurance benefit will include a "living benefit", the claimant must be under the age of 70; be diagnosed terminally ill (with life expectancy of 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.

c. The life insurance benefit will pay a benefit of up to 50% of the combined basic and any supplemental life amounts. The maximum amount is $50,000 and the minimum is $7,500. Should the employee recover, the amount paid under this provision would be subtracted from the face amount of his/her full benefit at the time of death.

d. The current premium rate schedule will be deleted from the Agreement. An updated rate schedule will be published annually by the County Insurance Office and made available to employees and employee organizations during the month of December.

e. The County shall provide a second option to permit employees to elect a second additional amount equal to annual salary so that the total amount of provided and purchased life insurance will equal twice the total first option. Premium rates for the second option shall be determined by the County based on the quotation from the insurance carrier selected by the County to provide the life insurance.

f. If employee selects the first option, $1,000 life insurance is provided for each dependent ($200 from age fourteen [14] days to six [6] months) in addition to the amount of insurance applying to the employee at no additional cost.

g. The County may adjust insurance premiums and amount of insurance on a single date each year for all employees, rather than throughout the year as changes occur in age and salary.

h. The County may agree with the life insurance carrier that the waiver of premiums for life insurance coverage of disabled insured persons, who otherwise maintain eligibility, shall be continued for one (1) year following the determination by the insurance carrier that the insured is totally disabled and entitled to such a waiver.

i. The County shall have the right to modify the deductions for life insurance from each biweekly pay period (26 times per year) to the first two (2) pay days of every month (24 times per year). Should the County implement this deduction schedule, it will notify the Union thirty (30) days in advance of the new premium rates, and amend the schedule in Subsection a. accordingly.

10.4 STATE DISABILITY INSURANCE

a. The County shall maintain State Disability Insurance, at employee cost, for employees in classes covered by this Agreement.

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

c. Integration of County-paid leave benefits with State Disability Insurance will require detailed procedures which the County shall, in its sole discretion, implement to ensure the equitable application of the program consistent with this Agreement provision. Integration of County-paid leave benefits and State Disability Insurance is an exception to current County policy which otherwise requires that County-paid leave benefits be used to cover all hours of work an employee is absent from duty. In accordance with current County policy, integration of County-paid leave balances and State Disability Insurance shall not be paid in a retroactive manner.

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

(1) The intent of this program and contract provision is to insure that those employees who participate in the program comply with all applicable laws, policies, and procedures established to provide integration of County-paid leave balances and State Disability Insurance so as to provide a combined biweekly adjusted net income equivalent to 100% of regular net income - gross income less required deductions, such as taxes, retirement, State Disability Insurance premiums, and other mandatory deductions - as long as such eligible disability qualifies and available leave balances are authorized by the appointing authority. Other employee authorized deductions shall be deducted from the resultant net pay. 100% integration will commence on August 12, 1990.

(2) Upon approval of the use of County-paid leave benefits by the appointing authority and the employee's established eligibility for State Disability Insurance, the County shall make leave accrual payments to the employee in the usual manner except that the net pay, including State Disability Insurance benefits and net County pay, shall not exceed 100% of the regular net pay. If State Disability Insurance benefits equal or exceed 100% of the regular net pay, no County payment shall be made. County-paid leave benefits shall be

used in the following order: sick leave, vacation, compensating time off, and holiday-in-lieu time.

(3) Special pay allowances not of a permanent nature, such as overtime compensation, standby, night-shift differential, call back or out-of-class pay, shall not be counted in determining the employee's gross or net pay.

(4) Sick leave, vacation, and holiday-in-lieu shall not accrue during any pay period in which the employee receives County-paid leave benefits integrated with State Disability Insurance payments, except that the employee shall accrue sick leave, vacation, and holiday-in-lieu for any actual hours worked during a pay period in which integration occurs. Service credits toward seniority and step increase eligibility shall not be affected by any pay period during which an employee is on the integrated leave and State Disability Insurance Program.

(5) When an employee exhausts all available County-paid leave balances, the employee shall either return to work or request an unpaid leave of absence from his/her appointing authority. Regardless whether the employee continues to receive State Disability Insurance payments, once all County-paid leave balances are exhausted, County compensation shall cease unless the employee returns to work.

(6) The County shall continue its contributions towards the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods which include County payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain medical insurance coverages when County contributions cease.

(7) Eligible part-time employees shall be included in this program on a prorated basis.

e. In the event the County determines that legislative or judicial determinations cause changes which in any way restrict, reduce or prohibit this program operation, it shall immediately and automatically terminate without any further action by either party to this Agreement. In the event of such termination, the County will, upon the request of the Union, meet and confer to negotiate a mutually acceptable alternative.

10.5 EMPLOYEE ASSISTANCE PROGRAM

a. The County will make an Employee Assistance Program (EAP) available to regular employees who normally are scheduled to work forty (40) or more hours per pay period. The EAP will provide personal counseling for employees and/or members of their immediate families. The counseling is intended to assist employees and family members

who are experiencing personal problems such as family/marital problems, personal/emotional problems, substance abuse problems, and work-related problems.

b. "Members of employees' immediate families" consist of and are limited to the employee's spouse, the employee's or employee's spouse's children or adopted children who are unmarried and under the age of nineteen (19) who are covered under the County's Dental Plan.

c. The County will pay the cost of the counseling it has made available, not to exceed 360 minutes (six [6] sessions of approximately one [1] hour each) per calendar year for each employee and each covered family member. Participation in the Employee Assistance Program shall be confidential unless written consent is given by the employee or family member.

d. It is understood that the County intends to provide the service through an independent contractor. The County may from time to time in its sole discretion change from one contractor to another.

10.6 FLEXIBLE SPENDING ACCOUNT

a. The County will expand the Flexible Spending Account which currently provides employees with the options of Premium Reduction and Dependent Care Assistance, to include Unreimbursed Medical Expenses, with a calendar year maximum of $1,000.

b. The County will offer the Unreimbursed Medical Expense feature following an open and public Request for Proposal (RFP) process which shall be conducted in the first quarter of 1998, with final implementation to be determined by the Board of Supervisors.

ARTICLE XI
RETIREMENT PLAN

11.1 RETIREMENT PLAN MODIFICATIONS

a. The County may any time after July 1, 1981, modify the current miscellaneous retirement plan to provide that:

(1) New employees hired after a date to be established by the County shall have retirement benefits computed in accordance with Section 31462 of the County Employees' Retirement Law of 1937 which uses three-year final average salary figures.

(2) The County may, for those same employees, eliminate the application of mandatory cost-of-living provisions in Article 16.5 of the Law. It is understood that from time to time when new

employees become eligible for benefits under the plan modifications the County Board of Retirement may, financial limitations permitting, grant a cost-of-living adjustment as they in their discretion deem prudent.

(3) The County, may for those same employees, adopt the provisions of Section 31727.7 of the Law relating to a graduating benefit scale for non-service connected disability retirements.

(4) The County may after July 1, 1981, on the date established for bringing new employees under the provisions of Section 31727.7 of the Law, also bring all employees in classes in the unit under the provisions of Section 31727.7 of the Law.

b. The Union agrees to participate with the County in seeking legislative amendments to the County Employees' Retirement Law of 1937 which would result in saving through reductions in contributions to the miscellaneous plan.

c. Currently, certain changes or reductions in retirement costs and benefits, as well as issues related to social security involving employees in the safety retirement plan, are the subject of separate negotiations distinct and apart from this Agreement. The parties to those negotiations are the Union, the Sacramento County Deputy Sheriffs' Association (representing the Law Enforcement Miscellaneous Unit and the Non-Supervisory Law Enforcement Unit) and the County. The County may implement those changes necessary to insure uniform application of safety retirement or social security modifications for all safety retirement plan members in all units.

11.2 RETIREMENT TIER 3

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

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

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

d. Employees hired on June 27, 1993, or after, shall upon hire be placed into tier 3.

11.3 DEFERRED COMPENSATION - TEMPORARY EMPLOYEES

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

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

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

11.4 SAFETY RETIREMENT TIER 2

a. Effective the beginning of the pay period of agreement, the County shall establish a new safety retirement tier. 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% per year and a final compensation calculated on the basis of three years pursuant to Government Code Section 31462. In all other aspects, Tier 2 safety shall be identical to Tier 1 safety.

b. This new safety retirement Tier 2 shall not apply to employees hired prior to the effective date of this section as mentioned above in Section 11.4-a., with a SCERS entry date prior to the above-mentioned date.

c. All eligible employees hired on or after the effective date mentioned in 11.4-a. shall be placed into Safety Retirement Tier 2.

d. Employees in both Safety Retirement Tier 1 and Tier 2 shall have the benefits for non-service connected disability computed as prescribed by Section 31727.7 of the County Retirement Law of 1937.

11.5 RETIREMENT ENHANCEMENT FOR MISCELLANEOUS

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

b. Waiver of negotiations of safety retirement enhancements and acceptance of same agreement, including reduction in CPI salary increase, negotiated with recognized safety employee organizations.

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

ARTICLE XII
ALLOWANCES AND REIMBURSEMENT

12.1 UNIFORM ALLOWANCE

a. Effective July 1, 2001, employees who are required to furnish and wear uniforms in the performance of their duties shall be reimbursed by the County up to a maximum per fiscal year as provided below:

(1) Fire Operations Worker - $750 per year (covers all clothing, boots and jackets)
(2) Airport Operations Workers - $230 per year
(3) All Others - $230 per year

b. The employee will be required to provide proof of purchase of the uniform prior to reimbursement. The County will make a reasonable effort to reimburse employees no later than thirty (30) calendar days after the employee provides proof of purchase of the uniform. Any amount of purchase that exceeds the maximum annual amount shall be the responsibility of the employee and not eligible for reimbursement.

c. If the County requires employees to provide additional items of uniform clothing, the initial cost shall be borne by the County. This provision shall not apply to revisions which employees are permitted to phase in as current uniforms wear out.

12.2 UNIFORM CHANGES

Employees in the Department of Public Works and the Department of General Services who are furnished uniforms by the County shall be provided five (5) uniform

changes per week. The departments outlined herein shall have sole and total discretion in determining the type of uniform and replacement uniforms provided.

12.3 COLD WEATHER GEAR (JACKETS) - PUBLIC WORKS

Employees in the Department of Public Works who, as of October 1, 1993, are furnished five (5) uniform changes per week shall, effective as soon as possible, but no later than the first pay period of March 1994, be provided jackets. The employees provided said jackets shall be required to wear the jackets at any time an employee chooses to wear any garment over his/her uniform. If the jacket is lost, the employee will be required at his/her cost to replace the jacket. The jackets will be replaced at the discretion of management when necessary due to wear and tear. Management will have the authority to determine what type of jacket is selected, however the labor-management committee outlined in Section 15.10 shall meet to discuss the jackets to be selected.

12.4 MECHANICS' TOOLS

a. The County will reimburse automotive, equipment, and helicopter mechanics for theft of their personally-owned tools, subject to these conditions:

(1) Reimbursement will be provided only in the event of theft of a mechanic's tool or tools. A $50 deductible applies per theft. Reimbursement will not be provided for mysterious disappearances.

(2) Reimbursement will be made only if the mechanic in advance of the theft has filed with the County Risk Management Office an inventory describing in sufficient detail each tool for which reimbursement is claimed. The inventory must be attested to by the mechanic's immediate supervisor or manager.

(3) A report of the theft must be filed with the Police Department or Sheriff's Department, whichever has jurisdiction.

b. Automotive and Equipment Mechanics shall not be obligated or required to provide use of their personally-owned tools to any other County employee. When temporary employees or trainees are employed in activities requiring use of such tools, the County shall provide such necessary tools.

12.5 MILEAGE REIMBURSEMENT

a. 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 therefore by the employee. The employee shall be reimbursed for any mileage traveled at a rate based upon the Internal Revenue Service business mileage deduction rate, for the first 600 miles. For over 600 miles, the reimbursement would be at the Internal Revenue Service Business mileage deduction rate less $.15 mile.

b. Any Highway Maintenance Equipment Operator of the Highways and Bridges Division who reports directly from home to a job location other than the Corporation Yard (Kiefer Boulevard and Bradshaw Road) shall be eligible for mileage reimbursement for monthly mileage which exceeds the mileage between his/her home and the Corporation Yard.

(1) To receive mileage reimbursement, the employee shall maintain and submit a County Monthly Mileage Claim Form showing home-to-job mileage for each day worked and subtracting home-to-Corporation-Yard mileage for each day worked. The employee shall be paid mileage reimbursement monthly for the net excess of home-to-job mileage over home-to-Corporation-Yard mileage. The monthly minimum car allowance shall not apply.

12.6 TRANSIT PASS

The transit subsidy shall be changed periodically as the level of allowable transit subsidy tax is changed by changes in tax rules or laws up to a maximum of $35 per month.

12.7 TRANSPORTATION OPERATIONS AND MAINTENANCE – T-SHIRTS

Employees in the Public Works Agency, Transportation - Maintenance Section shall be provided with five (5) t-shirts per year, which may be worn at the option of the employee. Uniforms will continue to be provided, as outlined in Section 12.2 Uniform Changes. Management will have the authority to determine the type of t-shirts available for wear.

ARTICLE XIII
SAFETY AND HEALTH

13.1 OBJECTIVE

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

13.2 SAFETY GLASSES

a. When the County requires the use of safety glasses, the County will purchase and replace such glasses as prescribed below.

b. An employee who needs prescription glasses and/or has prescription changes is expected to pay for his/her eye examination. The County will pay for the cost of the glasses due to such changes.

c. If it is determined by the County that employees who are provided safety glasses are also exposed to excessive sun glare, clip-on glasses, or tinted glasses will be provided to the employees at County expense.

d. If County-provided safety glasses are damaged on the job, the County will pay the total cost of replacement.

13.3 PROTECTIVE GEAR AND EQUIPMENT

When it is determined by the County that specific protective devices, wearing apparel, and other equipment is necessary to protect an employee from injury, the County will provide such equipment.

13.4 SAFETY SHOES OR PRESCRIBED WORK BOOT

a. Effective July 1, 2001, when it is determined by the County that the wearing of safety shoes/boots is required of certain employees, the County will provide a reimbursement up to $200.00 per year for the purchase and maintenance of a prescribed shoe/boot. The employee will be required to provide proof of purchase or repair cost of the safety shoes/boots prior to reimbursement. The County will make a reasonable effort to reimburse employees no later than 30 calendar days after the employee provides proof of purchase or repair cost of the safety shoe/boot. Any amount of purchase or repair costs of the safety shoe/boot that exceeds $200.00 in the fiscal year shall be the responsibility of the employee and not eligible for reimbursement. The County will agree to reimburse employees in the classification of Tree Trimmer the entire cost of either the purchase and/or repair of both tree climbing boots and regular prescribed workboots not to exceed $400 per fiscal year.

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

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

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

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

13.5 RUBBER FLOOR MATS

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

13.6 MEDICAL EXAMINATIONS

a. When the County Executive or his/her designee determines that employees may have used or handled toxic materials under conditions which may create toxic accumulations, these employees shall be provided physical examinations at medically determined intervals at County expense to detect dangerous accumulations of toxics.

b. Employees in the Waste Management and Recycling unit shall receive typhoid and tetanus shots, at County expense, every other year when they undergo their regular County physical pursuant to driver's license renewal. The shots shall be optional on the employees' part.

13.7 RAIN GEAR

a. When it is determined by the County that employees must work in inclement weather as a normal part of their job duties, the County will provide rain gear which shall consist of a coat with a hat or hood, pants, and such rain footwear determined to be appropriate by the County.

b. The County shall replace such gear when no longer serviceable.

13.8 SAFETY COMMITTEE

a. The County and Union agree to form a safety committee for the purpose of developing safety incentive award programs for employees in the bargaining unit.

b. The safety committee will operate pursuant to Section 15.10 (Joint Labor - Management Committee).

13.9 COMMUNICATION WHEN WORKING IN ISOLATED AREAS

The County agrees to provide communication equipment to employees who work in isolated areas. The intent of this section is to provide emergency communications to those employees who are assigned to remote areas where communications are otherwise not available. The County will meet with the Union prior to the issuance of the policy to implement this section.

ARTICLE XIV
CAREER DEVELOPMENT

14.1 TUITION REIMBURSEMENT

The County shall provide tuition reimbursement for job-related education costs incurred by regular employees who apply for such reimbursement in accordance with the policies and procedures governing the tuition reimbursement program. The maximum reimbursement shall be $200 per year. Employees may elect to utilize the reimbursement over more than one (1) quarter or semester, or they may utilize the entire amount, if applicable. Employees enrolled in an accredited four-year college or university who are working toward a bachelor's or master's degree shall be reimbursed a maximum of $600 per year. The County shall not use non-availability of funds as a basis for denying reimbursement to employees who otherwise are entitled to assistance under this program.

14.2 LOCATION OR SHIFT BIDDING

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

14.3 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 Charter. The County agrees not to recommend a probationary period longer than six (6) months respecting any positions in County service within the units represented by the Union without prior notification and discussion with the Union. Any former employee who held permanent status in a class at the time of resignation in good standing shall be required to serve the probationary period of any class to which he/she is reinstated if such reinstatement is to a permanent position.

ARTICLE XV
MISCELLANEOUS

15.1 CLASSIFICATION CHANGES

The County, when developing proposed new or revised class specifications which directly change the classification of positions occupied by employees represented by the Union, shall notify the Union of the new specifications proposals. The County shall meet with the Union upon request regarding such proposed class specification changes. The County shall mail the Union copies of the final draft of the new specifications at least seven (7) days in advance of scheduled agenda date for Civil Service Commission action.

15.2 LETTERS OF REPRIMAND

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

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

15.3 LIST OF EMPLOYEES AND REPRESENTATION INFORMATION

a. <u>Biweekly Reports:</u>

(1) A list of employees newly assigned into the representation unit, including mailing addresses, shall be provided to the Union on a biweekly basis.

(2) The County shall provide the Union with a dues and fees deduction report each pay period specifying the following information for each employee within the Operations and Maintenance Unit for which such deduction was made through the County payroll system:

(a) Name
(b) Social security number
(c) Budget unit number associated with the employee's position
(d) Classification code
(e) Employment status code
(f) Amount of gross pay earned in the pay period
(g) Year-to-date deduction amount on a calendar year basis
(h) Amount of the deduction

This report includes the grand total of the biweekly deduction amounts for all employees.

b. Quarterly Reports

(1) The County shall furnish to the Union a list of all employees represented by the Union. Employees shall be listed by department and classification within department. Such listing shall also indicate the class code, date assigned to the class, employment date, social security number, employment code, location code and salary range and step. Such lists shall be furnished quarterly to the Union on the first payday in the months of January, April, July, and October.

(2) A list of employees within the Operations and Maintenance Unit who have not authorized an Operations and Maintenance Unit payroll deduction and the amount of their gross pay earned in the quarter shall be provided to the Union.

(3) Only upon request of the Union and no more than four (4) times per fiscal year, an updated list of the names and mailing addresses of all employees in the Operations and Maintenance Unit shall be provided to the Union.

c. The above mailing addresses that are provided to the Union are given to the Union for its exclusive use for the sole purpose of conducting Union business and are to be kept confidential. The Union agrees not to release any employee mailing address to any other party without the written consent of the employee.

d. Any questions regarding any reports provided under this section shall be made in writing to the Office of Labor Relations. The Office of Labor Relations shall respond in writing to Local 39 questions.

15.4 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 seniority and benefits shall be based on service as of the time of retirement.

15.5 ABSENCE WITHOUT LEAVE AS AUTOMATIC RESIGNATION

a. If an employee is absent without leave for five (5) consecutive workdays, such employee shall be required to submit a written statement to his/her appointing

authority stating that he/she desires to retain his/her employment. If the employee fails to submit such a written statement to the appointing authority within two (2) workdays after written notice of the written statement requirement has been served on the employee, such failure shall constitute an automatic resignation from County service. The foregoing does not preclude the appointing authority from taking disciplinary action.

b. The written notice to the employee may be personally served or it may be served by mail to the last known address of the employee and is complete on mailing. 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.

c. The written statement of the employee must be either personally handed to the appointing authority or delivered to the appointing authority by registered mail return receipt requested.

d. A permanent employee may, within fifteen (15) calendar days of the effective date of such separation, file a written request with the appointing authority for reinstatement. Reinstatement may be granted only if the employee makes a satisfactory explanation to the appointing authority as to the cause of his/her absence and his/her failure to obtain leave therefore, and the appointing authority determines that he/she is ready, able and willing to resume the discharge of the duties of his/her position or, if not, that his/her appointing authority consents to a leave of absence to commence upon reinstatement.

15.6 DISCUSSION OF ALTERNATIVES TO LAYOFF

a. If it becomes necessary for the County to have a reduction of force, the parties mutually agree to discuss alternatives to layoff. Such discussions may include reduced workweek, leaves of absence, voluntary layoffs, and/or other issues which may minimize mandatory layoffs.

b. The Union shall give notice of its intention to discuss alternatives to layoff immediately upon notification to the Union that layoffs are necessary. The parties, upon discussion, will make every effort to reach agreement within the fourteen-day notice of layoff period required in the layoff provisions of this Agreement. This provision shall not limit the County's right to layoff employees following the fourteen-day notice requirement of the layoff provisions of this Agreement.

15.7 PERSONNEL FILES

a. For the purposes of this section, personnel file shall mean the employee's departmental personnel files and in those divisions which keep separate division personnel files, such division personnel files.

b. The County shall provide employees and their designees with the right to inspect their personnel files at a reasonable time and upon reasonable notice.

c. When the County finds it necessary to issue an employee an incident report documenting an incident or accident, or to issue a letter of counseling or letter of warning or letter of reprimand to an employee, the County will follow the following procedure:

(1) Afford the employee, if available, an opportunity to read and sign the report or letter before it is placed in his/her personnel file.

(2) Allow the opportunity to respond in writing to the facts contained in said report or letter if said report or letter contains adverse comments regarding the employee. Such written response shall be made within five (5) working days of receipt of said report of letter.

(3) Give the employee a copy of said report or letter if it contains adverse comments. If the County fails to provide the employee with a copy of said report, a copy will be provided upon discovery of such failure or upon request of the employee.

15.8 UNION WAIVER

The Union agrees, without further action by the County or the Union, to waive 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 Union may testify; and changes to the Employee Relations Ordinance which prohibit recognized employee organizations from representing both a supervisory and a non-supervisory unit, and/or restrict a law enforcement employee organization from representing non-law enforcement units.

15.9 JOINT LABOR-MANAGEMENT COMMITTEE

a. In order to encourage open communication, promote harmonious 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:

(1) The committee will meet every other month or more often if mutually agreed to by the parties.

(2) 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.

(3) The County will release a reasonable number of officially designated Union stewards for attendance as needed at the meetings. The number of stewards in attendance will be mutually agreed upon before each meeting.

(4) This section in not grievable within the meaning of the grievance procedure as defined in Article V of this Agreement.

15.10 ASSIGNMENT OF SENIOR COLLECTION EQUIPMENT OPERATORS TO BACK-UP ASSIGNMENTS OR "JUMPING TRUCKS"

a. This language applies only to those employees in the classification of Senior Collection Equipment Operator who are assigned to work back-up assignments on automated residential collection routes or commercial routes. A back-up assignment is one designated by management where the assignment of a route can vary from day to day, and the employees assigned to such a route do not have a route assigned that they work regularly. The selection process outlined below applies only to the designated back-up assignments and does not apply to any other assignment of personnel; nor does the selection process limit the department's ability to assign, move, transfer, temporarily upgrade pursuant to Section 7.6 of the Agreement or otherwise utilize personnel within the Waste Management and Recycling Division to accomplish the mission of the Department.

(1) On the third Monday in March, June, September, and December of each year, the Department will designate employees who will work back-up assignments.

(2) The first group of employees to work back-up are those who on March 1, June 1, September 1, or December 1 are on "controlled leave." Controlled leave is defined in the memo of August 7, 1992, from Douglas M. Fraleigh titled Controlled Sick Leave Guidelines.

(3) If any back-up assignments remain after those on controlled leave have been assigned, they will be filled by employees in the classification of Senior Collection Equipment Operator based on inverse seniority in the classification of Senior Collection Equipment Operator, i.e. least seniority first, (excluding those on controlled leave already assigned).

(4) Probationary employees in the classification of Senior Collection Equipment Operator, unless otherwise assigned by the appointing authority, will not be included when determining the seniority list for purposes of assignment to back-up routes.

(5) Example: On March 1, there are twelve (12) back-up assignments. There are eight (8) Senior Collection Equipment Operators on controlled leave. These eight (8) would be assigned back-up assignments. The six (6) least Senior Collection Equipment Operators have seniority as follows:

(a) 1 year, 2 months
(b) 1 year, 3 months
(c) 2 years, 1 month
(d) 2 years, 8 months
(e) 2 years, 10 months
(f) 3 years

Employees (a) – (d) above would be assigned to back-up assignments. Employees (e) and (f) would not be assigned back-up assignments.

(6) Employees assigned to back-up assignments pursuant to (1) - (5) above, stay in the assignments for a three-month period.

(7) This procedure will become effective on December 1, 1993.

ARTICLE XVI
SENIORITY, LAYOFFS AND REEMPLOYMENT

DIVISION A
APPLICATION-PURPOSES-RIGHTS

16.1 PURPOSE

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

16.2 DEFINITIONS AND INTERPRETATIONS

a. 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:

(1) 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.

(2) 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.

(3) 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.

(4) Separation: Release from employment of a temporary employee or the return of a regular employee from a temporary upgrade to the immediate former class in which the employee held permanent status. Separation does not constitute a layoff.

(5) Status: The employee's current appointment, such as permanent, temporary, provisional, or probationary. Temporary includes intermittent and limited term.

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

16.3 LAYOFF

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

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

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

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

16.4 RIGHT TO DEMOTE

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

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

(2) If there are two (2) or more lower salaried classes within the department in which the employee formerly held permanent status, the employee shall be demoted to that class in which the employee formally held permanent status which has the highest salary. If there is no vacancy in that class, and the demoting employee has less seniority than all other employees within the department in that class, the above process shall continue until the demoting employee either reaches a class within the department in which the employee formerly held permanent status in which there is a vacancy or in which the employee is not the least senior employee within the department in that class, or the employee is laid off from employment.

(3) An employee who is least senior in a class in which there is no vacancy and to which an employee demotes from a higher class within the department shall be laid off from that class, and shall have the same right to demote as does any other employee who is laid off.

(4) An employee demoted under this procedure shall be deemed to have exercised the employee's right to demote and to have accepted each demotion, subject to the employee's right to resign from employment.

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

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

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

(2) An employee whose request to demote to another department is granted, shall be deemed for all purposes to have been laid off from the class from which the employee demotes.

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

16.5 SENIORITY

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

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

(1) Employees with the earliest date of entry into continuous County service.

(2) Employees with the highest standing on the eligible list from which the appointments to the applicable class were made.

c. The seniority date for 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.

16.6 JURISDICTION

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

b. 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

16.7 NOTICE OF LAYOFF

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

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

16.8 NOTICE TO UNION

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

16.9 GRIEVANCE-ARBITRATION PROCEDURE

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

16.10 GRIEVANCE

A grievance is a complaint by one (1) or a group of employees or the Union involving the interpretation, application or enforcement of the express terms of this article, and asserting that an employee or employees have 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.

16.11 TIME, PLACE AND MANNER OF FILING

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

b. All grievances on this subject shall be filed with the County's Director of Personnel Services not later than seven (7) calendar days following the alleged violation. Any grievance which is not received by the Director of Personnel Services 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 rights.

16.12 DELIVERY TO UNION

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

16.13 COMPLAINTS BY UNION

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

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

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

16.14. ARBITRATION - SCHEDULING

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

16.15 CONSOLIDATION OF PROCEEDINGS

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

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

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

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

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

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

16.16 APPOINTMENT OF ARBITRATOR

a. The following arbitrators are hereby appointed to conduct either consolidated or non-consolidated proceedings:

(1) William Eaton
(2) John Kagel
(3) Donald H. Wollett
(4) Gerald P. Marcus

Any of the above arbitrators shall conduct the hearing if his schedule will permit.

b. If none of the above arbitrators are able to serve within the time prescribed by Section 16.14, another arbitrator shall be appointed by the American Arbitration Association or, if expressly agreed by all parties, shall be mutually selected.

16.17 HEARINGS

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

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

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

16.18 QUESTIONS

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

(1) Whether or not the notice of layoff was served in a timely manner in compliance with the provisions of this article;

(2) Whether the order of layoff complied with the terms of this article;

(3) Whether the identification of particular employees for layoff violated the terms of this article;

(4) The remedy, in the event it is determined that layoff did not comply with the terms of this article; and,

(5) The employee or employees who should have been identified for layoff.

16.19 DECISION

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

(1) 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.

(2) 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.

(3) 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.

(4) The arbitrator shall have authority, in the event of a determination that an employee incorrectly identified for layoff in a timely grievance and a timely complaint, to order the reinstatement of such employee with back pay. For each employee so reinstated, the arbitrator shall determine and designate the employee currently working for the County who should have been identified instead, and shall order the layoff of each such employee. The order of layoff shall become effective fourteen (14) calendar days following service of the notice of layoff which results therefrom pursuant to Section 16.7.

(5) Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff of fewer personnel than ordered by the County or which otherwise impairs the discretion of the County to determine the number of personnel within each department who will be employed.

(6) The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit his/her decision to the application and interpretation of its express provisions.

(7) The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by those interpretations.

(8) The decision of the arbitrator shall be final and binding as to all matters within his jurisdiction.

16.20 COSTS

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

DIVISION C
REEMPLOYMENT

16.21 ENTITLEMENT

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

(1) A person who held permanent status in the class from which the person was laid off shall, during the two-year period following the effective date of layoff, be entitled to be appointed from a departmental reemployment list to a vacancy authorized to be filled in that class within the department from which the person was laid off pursuant and subject to the provision set forth in this division.

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

16.22 TYPE OF POSITION

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

16.23 LIMITED-TERM

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.

16.24 DEPARTMENTAL REEMPLOYMENT LISTS

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

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

c. At the time the class of Mail Messenger is consolidated with the class of Stock Clerk, the departmental reemployment list for Mail Messenger shall be abolished and the name of any person on that list shall be placed on a departmental reemployment list for the class of Stock Clerk. The amount of time the name of any person was on the departmental reemployment list for Mail Messenger shall be counted in determining the date the name is removed from the departmental reemployment list for Stock Clerk.

16.25 COUNTY-WIDE REEMPLOYMENT LISTS

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

b. At the time the class of Mail Messenger is consolidated with the class of Stock Clerk, the County-wide reemployment list for Mail Messenger shall be abolished

and the name of any person on that list shall be placed on a County-wide reemployment list for the class of Stock Clerk. The amount of time the name of any person was on the County-wide reemployment list for Mail Messenger shall be counted in determining the date the name is removed from the County-wide reemployment list for Stock Clerk.

16.26 APPOINTMENT AND CERTIFICATION PRIORITIES

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

(1) 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;

(2) 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.

(a) One 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.

(b) 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.

(3) 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).

(a) For each person who declines an offer of appointment, an additional name shall be certified.

(b) 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 16.26(2)(b).

(c) If there are fewer than three (3) names on the County-wide reemployment list, a rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

16.27 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS

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

(1) Upon the expiration of two (2) years following the effective date of layoff of each person.

(2) As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule. (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)

(3) Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Subsection 16.26(2)(b) except in instances where the person states in writing that he temporarily is medically incapacitated.

(4) 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 desire for appointment within five (5) calendar days following certified mailing to the person's last known address.

16.28 REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS

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

(1) Upon the expiration of two (2) years following the effective date of layoff of each person.

(2) As a result of appointment to a regular position within the County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class).

(3) 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.

(4) 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.

(5) Except as provided in paragraph a.(3) of Section 16.27 a person shall be authorized to decline appointment to a class to which the person has been certified by submitting a written statement which objects to the appointment on the basis of the identity of the department, geographical location of the job, or shift schedule of the job. Such a declination shall not result in removal of the person from the County-wide reemployment list. The person shall not thereafter be certified for appointment to a vacancy which falls within the description of the written objection.

16.29 EFFECT OF REEMPLOYMENT

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.

16.30 SERVICE OF REEMPLOYMENT LISTS

a. Not later than January 1 of each year, the County shall serve by mail upon Union a set of copies of all County-wide reemployment lists and all departmental

reemployment lists for classes covered by the Agreement. Such service shall be made once, and shall include all such lists prepared as a result of all layoffs which have occurred between July 1 and the date of service.

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

16.31 GRIEVANCE-ARBITRATION PROCEDURE

The Grievance-Arbitration Procedure set forth in Sections 16.32 through 16.38 shall be applicable only to disputes arising under Division C of this article.

16.32 EXISTENCE, ORDER AND CONTENTS OF REEMPLOYMENT LISTS

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

b. No later than twenty (20) calendar days following each service of reemployment lists upon the Union, the Union shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list required by this article, has established a reemployment list prohibited by this article, the order of personnel contained on any one or more of the lists violates the provisions of Sections 16.21, 16.22, 16.23, 16.24, or 16.25, 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 Personnel Services, and shall be received by the Director not later than twenty (20) calendar days following service of the lists pursuant to Section 16.30.

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

16.33 OTHER MATTERS

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

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

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

16.34 PRE-ARBITRATION HEARING

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

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

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

16.35 REQUEST FOR ARBITRATION

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

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

shall be deemed final, binding and conclusive upon all issues determined therein.

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

16.36 ARBITRATION SCHEDULING

a. 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:

(1) The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree, the arbitrator shall be appointed by the State Mediation and Conciliation Service.

(2) 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.

(3) The parties to the proceedings shall be deemed to be the County and the Union, and no employee, group of employees or other person shall be deemed to be parties to the proceedings.

16.37 DECISION

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

(1) 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.

(2) 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.

(3) 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.

(4) The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit his/her decision to the application and interpretation of its express terms.

(5) 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.

(6) The decision of the arbitrator shall be final and binding as to all matters within his jurisdiction.

16.38 COSTS

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

DIVISION D
MISCELLANEOUS

16.39 WITNESSES

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

ARTICLE XVII
FAIR SHARE/AGENCY SHOP

17.1 FAIR SHARE/AGENCY SHOP

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

17.2 AGENCY SHOP CONDITION OF EMPLOYMENT

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

(1) Become a member of the Union; or

(2) Pay to the Union a fair share fee for services rendered by the Union in an amount equal to the monthly periodic dues of the regular membership, less costs which are not related to the administration of this Agreement and the representation of non-member employees, the regular membership dues; provided, however, that each employee will have available to him/her membership in the Union on the same terms and conditions as are available to every other member of the Union; or

(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 Section 17.2-a.(2) to a non-religious, non-labor charitable fund chosen by the employee from those charities listed within United Way or

CHAD. The employee shall furnish written proof to the County and the Union that this contribution has been made.

17.3 SEPARATION FROM UNIT EXCEPTION

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

17.4 FAIR SHARE SERVICE FEE DETERMINATION AND DISCLOSURE

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

(1) Expenditures for representation on behalf of employees in the unit (e.g., the fees and expenses of the Union representative, and staff support including research of and preparation for a negotiating position).

(2) Expenditures for contract administration, (e.g., meetings and discussion with management concerning grievances under the contract, meetings with employees as part of grievance resolution, and costs of representatives for arbitration, shorthand reporters, or attorneys in enforcing the Agreement and staff support including research and preparation).

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

17.5 EXPENDITURES NOT INCLUDABLE IN DETERMINATION OF THE FAIR SHARE FEE

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

(1) Organizing and recruiting activities

(2) Payments to affiliates, except for payments for activities under Section 17.4 above

(3) Social activities

(4) Charitable and philanthropic activities

(5) Insurance and other benefit programs

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

17.6 FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE

a. Upon the effective date of the agency shop as provided in Section 17.14 of the Agreement and annually thereafter, or within sixty (60) calendar days after the Union's filing of its annual LM.2 report pursuant to federal law, the Union shall mail to the County and to all fair share fee payers a "Fair Share Fee Explanation and Notice of Right to Challenge". Such notice shall also be given to all new regular and limited-term employees hired into the unit prior to the solicitation or collection of any membership dues or fair share fees. Such notice shall also be sent to all regular and limited-term employees who are not Union members on the initial effective date of this agency shop provision. Such notice shall include:

(1) An itemization prepared and signed by an auditor who is a certified public accountant with the overall purpose of listing the expenditures of the Union in detail necessary for an employee to be able to reasonably determine what portion of regular membership dues would be allocable to the cost of negotiation and contract administration as defined in Section 17.4 above.

(2) The amount of the fair share service fee: Such fee shall not exceed the proportion of dues calculated in Section 17.2-a.(2) above.

(3) The procedure on how non-members may file a challenge with the Union to the amount of the fair share fee. Such procedure shall include an escrow account for the monies reasonably in dispute and a final step of arbitration with a neutral arbitrator. The Union shall provide the County with copies of all challenges and arbitration decisions.

17.7 FAILURE TO POST FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE

Should the Union fail to mail the required annual Fair Share Fee Explanation and Notice of Right to Challenge set forth above within the required sixty (60) days after the filing of the Union's annual LM.2 report pursuant to federal law, the County shall have the right to give the Union two (2) pay periods notice to provide the required notice. If the Union fails to provide the required notice by the expiration of the two (2) pay periods, then the County shall make no further payroll deductions of any kind on behalf of the Union (dues, fair share fees, insurance, et cetera) until such time as the Union provides the required notice.

17.8 LABOR ORGANIZATION ANNUAL REPORT

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

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

17.9 A CAUSE FOR PERSONNEL ACTION

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.

17.10 PROCEDURE FOR AGENCY SHOP PERSONNEL ACTION

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 Union shall notify the employee (a copy to the appointing authority) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering a fair share service fee, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, the Union will request that the employee be terminated as provided in this article.

(2) If the employee fails to comply, the Union shall file in writing with the appointing authority proof of compliance with Subsection (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 Union documents relevant to the proposed action, including any necessary sworn affidavits of Union witnesses.

(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 Union and the employee of the scheduled date of a hearing by the appointing authority.

(4) The parties to the hearing shall be the Union and the employee.

(5) The appointing authority shall determine whether the Union has established cause to terminate the employee because of the violation of this article. If the appointing authority determines that there is cause for termination of the employee, the appointing authority shall terminate said employee within ten (10) days after making such determination. The employee may appeal the order of termination to the Civil Service Commission.

(6) The Union shall bear all costs of terminating the employee, including all costs of the County in defending any appeal of an employee from the County's termination of such employee for failure to pay a fair share service fee. Such reimbursed costs shall not include payment of the attorney selected by the County to prosecute and defend the termination action.

17.11 INDEMNIFICATION

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

17.12 PAYROLL AUTHORIZATION REQUIREMENTS

The authorization for payroll deductions described in Section 17.10 shall specifically require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

17.13 VOLUNTARY PAYROLL AUTHORIZATION

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

17.14 PRECONDITIONS TO IMPLEMENTATION OF AGENCY SHOP PROVISIONS

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

(1) The agency shop provisions shall not be effective until thirty (30) days after the Union has provided the County with a certified list of Union members who are regular or limited-term employees in the bargaining unit, and said list shall be equal to at least 66-2/3% of the regular and limited-term employees in the bargaining unit. The term "Union members" shall include employees who have applied for membership in the Union and currently are paying initiating fees to the Union.

(2) The Union 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 simple majority of those voting;

(b) Shall be conducted following election security procedures that apply to the conduct of employee representation elections that are subject to Chapter 2.79 of the Sacramento County Code; and,

(c) Only regular and limited-term employees shall be eligible to vote.

ARTICLE XVIII
DISCIPLINE AND DISCHARGE

18.1 PURPOSE

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

18.2 DEFINITION

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

b. As used herein, "parties" means the County and Local 39. If an individual employee covered by this Agreement files an appeal of discipline and Local 39 does not

pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and obligations of Local 39 in the appeal process pursuant to this article including costs as outlined in Section 18.17.

18.3 PERSONS AUTHORIZED TO INITIATE DISCIPLINARY ACTION

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

18.4 APPLICATION

a. This article shall only apply to 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.

18.5 CAUSE FOR DISCIPLINARY ACTION

a. 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:

(1) Fraud in securing appointment.

(2) Incompetency.

(3) Inefficiency.

(4) Inexcusable neglect of duty.

(5) Insubordination.

(6) Dishonesty.

(7) Drunkenness on duty.

(8) Addiction to the use of narcotics or habit-forming drugs.

(9) Inexcusable absence without leave.

(10) 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.

(11) Discourteous treatment of the public or other employees.

(12) Political activity prohibited by state or federal law.

(13) Willful disobedience.

(14) Violation of any of the prohibitions set forth in Section 71 of the Sacramento County Charter.

(15) Refusal to take and sign any oath or affirmation which is a federal, state or County requirement.

(16) 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.

(17) Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification.

(18) Any violation of Civil Service Commission Rule 6.6-a which prohibits the solicitation of waivers.

(19) Failure to pay a service fee, or a contribution required in lieu of a service fee, pursuant to an agency shop provision in a labor agreement between the County and a recognized employee organization, where the disciplinary action in question is provided for in such agreement.

18.6 CAUSES FOR PERSONNEL ACTION DUE TO PHYSICAL OR MENTAL DISABILITY

For non-disciplinary reasons, a permanent employee's employment may be terminated or a permanent employee may be reduced in rank because of physical or mental disability which disability precludes the employee from the proper performance of the essential duties of his 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 18.5.

18.7 NOTICE REQUIREMENT AND EFFECTIVE DATE OF ORDER

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

b. A copy of the proposed and final notice of disciplinary action shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address which is within the personnel file of the employee within the department to which he 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.

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

(1) A statement of the nature of the disciplinary action;

(2) The effective date of the disciplinary action;

(3) A statement in ordinary and concise language of all specified facts or omissions upon which the disciplinary action is based; and

(4) A statement advising the employee of the right to appeal the action through the arbitration procedure of this article, of the manner and time of which said appeal must be made, and the required content of the appeal.

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

18.8 APPEAL

a. The employee who is subject to the disciplinary action shall have the right, within fifteen (15) calendar days after receiving the final order of disciplinary action, to appeal from such order 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 fails to file a notice of appeal within the time specified in Subsection a. of this section, the disciplinary action shall become final without further action.

18.9 MEDIATION OF A DISCIPLINARY ACTION

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

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

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

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

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

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

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

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

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

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

18.10 ASSIGNMENT OF AN ARBITRATOR

a. The parties to the hearing and to the selection of the arbitrator shall be the employee, who may be represented by Local 39 or independent counsel, 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:

Gerald McKay
Alexander Cohn
Jerilou Cossack
Kenneth Silbert
Leo Kanowitz

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.

18.11 AMENDED OR SUPPLEMENTAL ORDER

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

18.12 DISCOVERY

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

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

(2) The name, address and telephone number of each witness whom the responding party intends to call to testify at the hearing.

(3) Copies of statements by any person whom the responding party intends to call as a witness.

(4) All writing relevant to the issues involved in the appeal including, but not limited to, reports of mental, physical and blood examinations

which the responding party intends to introduce into evidence. "Writing" as used herein shall have the meaning defined in Evidence Code Section 250 which states: "Writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds or symbols, or combinations thereof.

(5) A statement specifically defining the issues in dispute.

(6) The foregoing does not apply to witnesses or exhibits used for impeachment or rebuttal.

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

c. Procedure for discovery:

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

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

(3) Response: Within twenty (20) calendar days of receiving the request mentioned in (1) and (2) above, the responding party shall prepare and serve a response to the request. Such response shall be served

upon the requesting party, or representative of record, by the same means as service of the request was made.

(4) Request to be deemed continuing request: The discovery request is a continuing request, which requires a continuous response. Where new or additional information becomes available to the responding party, such information shall forthwith be furnished to the requesting party, or representative of record.

(5) Negative response: In the event the responding party does not have an item of the information requested, the responding party shall give a written negative response as to that particular item within the time specified for response, but shall respond fully as to the information which the responding party does possess. The responding party shall comply with (4) above after such negative response.

(6) Disputes: Any dispute between parties regarding discovery shall be resolved by the arbitrator.

(7) Penalties for failure to comply: The arbitrator shall impose penalties for failure to comply with this subsection. These penalties shall be based upon the seriousness of the failure to comply, the good or bad faith of the non-complying party, and the extent to which the non-compliance results in surprise to the requesting party and handicaps the requesting party in preparing the case. The following penalties may be imposed:

(a) Exclusion of evidence;

(b) Continuing the hearing at any stage; or

(c) Upon proof of a willful or repeated violation, the arbitrator shall determine the issue against the noncomplying party.

18.13 TIMING AND CONDUCT OF HEARING

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

b. The employee shall be entitled to be represented by Local 39 and counsel chosen by Local 39; or, if the employee chooses not to be represented by Local 39, the employee may be self-represented. The employee has the further right to pay for and retain independent counsel for representation at the hearing.

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

d. Local 39 shall have the right to attend the hearing if Local 39 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.

18.14 SUBPOENAS

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

18.15 DECISION

a. Following the hearing, the arbitrator shall promptly prepare and submit to the parties to the hearing a decision in the case 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.

18.16 FINALITY OF DECISION

The decision of the arbitrator shall be final and binding.

18.17 COSTS

The fees and expenses of the arbitrator, the court reporter, and the transcript, if any, shall be shared equally by Local 39 and the County. If an individual employee not represented by Local 39 files an appeal of discipline and he/she retains independent counsel, he/she shall be responsible for all costs of retaining said counsel and shall be responsible for sharing equally with the County the costs of the arbitrator, court reporter and transcript or any related costs for arbitration.

18.18 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 Local 39 agree that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE XIX
TERM

19.1 TERM

This Agreement shall remain in full force and effect from July 1, 2001, to and including June 30, 2006.

DATED: _____

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

By: _____
Jerry Kalmar
Business Manager-Secretary

_____
Madison Bland, President

_____
Perry Bonilla
Director of Public Employees

_____
Joan Bryant
Business Representative

_____
John Bertke
Business Representative

_____
John Lewis
Business Representative

COUNTY OF SACRAMENTO

By: _____
Steve Lakich
Director of Employee Relations

_____
Gayle Satchwell
County Chief Negotiator

Committee:

Frank Hernandez

Katherine Kelly

Joe Verderber

Kurt Mathews

R. J. Nidever

Ruben Ruiz

Willie Zenn

Troy Ferguson

Russell Read

Committee:

Pat Oehler

Austin Robinson

John Abernethy

Jerry Rickett

Thom Oliver

Bob Cessna

Thom Rose

Scott Miller

2001-06 OPERATIONS & MAINTENANCE UNIT AGREEMENT
CONTRACT IMPLEMENTATION SCHEDULE

Summary	Effective Date	Responsibility for Implementation
Article VI: Overtime Hours of Work Establishes the framework for a twenty-four hour work schedule for the Aircraft Rescue and Fire Fighting (ARFF) Unit at the Department of Airports. (Section 6.3) Also establishes a Joint Labor-Management Committee to discuss and make recommendations to the Director of Airports regarding its implementation	Date of implementation is at the discretion of the Director of Airports	• Personnel Actions • COMPASS Team • Department of Airports
Article VII: Salaries Implements a 3% general salary increase for all classes in the unit. (Section 7.1-a.) Implements a COLA of a minimum of 2% and maximum of 5% based upon the CPI for Urban Wage Earners and Clerical Workers. (Section 7.1-b.) Implements a COLA of a minimum of 2% and maximum of 5% based upon the CPI for Urban Wage Earners and Clerical Workers. (Section 7.1-c.) Implements a COLA of a minimum of 2% and maximum of 5% based upon the CPI for Urban Wage Earners and Clerical Workers. (Section 7.1-d.) Implements a COLA of a minimum of	6/17/01 6/30/02 6/29/03 6/27/04 6/26/05	• Personnel Actions • COMPASS Team

2% and maximum of 5% based upon the CPI for Urban Wage Earners and Clerical Workers. (Section 7.1-e.)		
Summary	Effective Date	Responsibility for Implementation
<u>Article VII: Salaries</u> (Continued) Implements the following equity increases for the classes listed below: (Section 7.1-f.) Helicopter Mechanic 8.0% Highway Maintenance Equipment Operator 5.0% Sr. Highway Maintenance Worker 5.0% Highway Maintenance Worker 5.0% Sr. Bridge Maintenance Worker 5.0% Bridge Maintenance Worker 5.0% Tree Trimmer 5.0% Sr. Collection Equipment Operator 4.3% Transfer Equipment Operator 4.3% Sr. Landfill Equipment Operator 4.3% Traffic Signs Maintenance Worker I 2.5% Traffic Signs Maintenance Worker II 2.5% Traffic Signs Maintenance Worker III 2.5% Custodian Level II 2.0% Landfill Equipment Operator 1.9%	6/17/01 6/30/02	• Personnel Actions • COMPASS Team
Implements the following equity increases for the classes listed	6/17/01	

below: (Section 7.1-g.) Highway Maintenance Equipment 5.0% Operator Sr. Highway Maintenance Worker 5.0% Highway Maintenance Worker 5.0% Sr. Bridge Maintenance Worker 5.0% Bridge Maintenance Worker 5.0% Tree Trimmer 5.0% Automotive Mechanic 3.0% Automotive Service Worker 3.0% Equipment Mechanic 3.0% Equipment Service Worker 3.0% Implements an additional top step for the class of Sr. Traffic Signals and Lighting Technician. (Section 7.1-f.)		
Summary	Effective Date	Responsibility for Implementation
<u>Article VII: Salaries</u> (Continued) Implements incentive differentials for employees in the classifications of Equipment Mechanic and Automotive Mechanics (Range A and B) for employees obtaining and maintaining the ASE certifications listed. Also precludes future utilization of the 5% Welder's differential; reduces that differential to 2%. Existing employees receiving the 5% differential will continue to receive 5% until such time as they are no longer assigned to do welding duties. (Section 7.19)	6/17/01 6/17/01	• Personnel Actions • COMPASS Team • Department of General Services

Adds classification of Sr. Highway Maintenance Worker and Highway Maintenance Equipment Operator to those eligible to receive the 3% differential for possessing an International Society of Arborists (ISA), Arborist Certificate. (Section 7.20)	6/17/01	• Personnel Actions • COMPASS Team • Affected Departments
Adds classification of Highway Maintenance Worker to those eligible to receive the Pesticide Spray Applicators Certification/License. (Section 7.22)	6/17/01	• Personnel Actions • COMPASS Team • Affected Departments
Implements a 5% differential (replaces a 1.25% differential) for employees assigned to Sacramento Mental Health Treatment Center. (Section 7.23)		• Personnel Actions • COMPASS Team
Summary	Effective Date	Responsibility for Implementation
<u>Article X: Health and Welfare</u>		
Retains the Kaiser tie for the unit for determining the County's contribution. (Section 10.1)	6/17/01	• Personnel Actions • Department of Benefits • Office of Labor Relations
Increases co-pay to $10.00. (Section 10.1)	1/1/02	
Implements language to increase the co-pay if necessary. (Section 10.1)	1/1/05	

Article XI: Retirement Plan Implements second safety retirement tier for unit. (Section 11.4) Implements language which establishes new retirement plan of 2% at 55½; provides for public service credits buy-back program on an ongoing basis. (Section 11.5) Language also provides for a reduction of 3% in a CPI increase to offset the increased retirement costs for miscellaneous members. (Section 11.5)	6/17/01 6/27/04 (or sooner)	• Personnel Actions • County Retirement Office • COMPASS Team
Article XII: Allowances and Reimbursements Implements a reimbursement process for the purchase of uniforms rather than a semi-annual allowance. (Section 12.1-a.) Provides uniforms rather than a uniform allowance for the following classifications: Building Security Attendant, Animal Control Officers (Field and Kennel), Park Maintenance Worker series and Custodians (no contract revision is necessary). (Section 12.1)	7/1/01 As soon as administra-tively possible	• All Departments • Finance Department • Department of Airports • Department of General Services • Finance Department
Summary	Effective Date	Responsibility for Implementation
Article XIII: Safety and Health Implements a reimbursement program of $200/year rather than a semi-annual allowance when	7/1/01	• All Departments • Finance

requiring safety boots for employees. (Section 13.4) Implements an increase in the reimbursement from $200/year to $225/year. (Section 13.4) Implements an increase in the reimbursement from $225/year to $250/year. (Section 13.4) Provides safety shoes/boots to Custodians (no contract revisions is necessary) (Section 13.4)	7/1/02 7/1/04 As soon as administra-tively possible	Department • Department of Airports • Department of General Services • Finance Department
Article XV: Miscellaneous Eliminate the AWOL Discipline for Waste Management and Recyling employees, establishing provision as a department policy. (Section 15.5)	6/17/01	• Office of Labor Relations • Department of Waste Management and Recycling
Article XVIII: Operations Closure Deletes Article XVIII: (Operations Closure).	6/17/01	• Office of Labor Relations
Summary	Effective Date	Responsibility for Implementation
Article XIX: Term Five-year agreement. (Section	6/17/01 - 6/30/06	• Office of

19.1)		Labor Relations • All Departments
Letter of Understanding – Welding Certificate Grandfather Clause for Park Maintenance Mechanics Grandfathers the three Park Maintenance Mechanics listed under the 5% welder's differential.	6/17/01	• Personnel Actions • COMPASS Team • Department of Regional Parks and Recreation
Letter of Understanding – EMT Certification Training Fire Operations Workers shall receive training for EMT certification on County time on the day shift only and without payment of overtime.	8/10/01	• Department of Airports

ADDENDUM #2
TO THE
2001-06 AGREEMENT
BETWEEN
COUNTY OF SACRAMENTO
AND

STATIONARY ENGINEERS, LOCAL 39
IN THE
OPERATIONS AND MAINTENANCE UNIT

This addendum is to the 2001-06 Agreement between the County of Sacramento and Stationary Engineers, Local 39, covering all employees in the Operations and Maintenance Unit.

The parties agree to revise the Agreement as follows:

ARTICLE IX
LEAVES

Add Section 9.13 to read:

9.13 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 work day.

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 work day on election day to serve as a volunteer poll worker in Sacramento County;

(3) On the day of the election the employee has fully executed 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 regularly scheduled work day that falls on the day of the election and for such leave time prior to the election as is necessary, including travel, to attend the required Poll Worker Training during the employee's work hours. No overtime or compensatory time shall be earned or accumulated during such paid leave.

This addendum shall remain in full force and effect to and including June 30, 2006.

Date: _____

Stationary Engineers, Local 39

_____
Jerry Kalmar
Business Manager-Secretary
Relations

_____
John Lewis
Business Representative

County of Sacramento

_____
Steve Lakich
Director of Labor

ADDENDUM #3

TO THE

2001-06 AGREEMENT
BETWEEN
COUNTY OF SACRAMENTO
AND
STATIONARY ENGINEERS, LOCAL 39
IN THE
OPERATIONS AND MAINTENANCE UNIT

This addendum is to the 2001-06 Agreement between the County of Sacramento and Stationary Engineers, Local 39, covering all employees in the Operations and Maintenance Unit.

The parties agree to revise Section 10.6, Flexible Spending Account, and add Section 10.7, Domestic Partners, to Article X, Health and Welfare, of the Agreement as follows:

10.6 FLEXIBLE SPENDING ACCOUNT

The County will expand the Flexible Spending Account, which currently provides employees with the options of Premium Reduction and Dependent Care Assistance, to include Unreimbursed Medical Expenses; with a calendar year maximum of $2,400, effective January 1, 2003.

10.7 DOMESTIC PARTNERS

a. No sooner than January 1, 2003, but no later than July 1, 2003, depending upon administrative implementation, any of the medical insurance and dental plans made available to employees pursuant to this Agreement will be available, at no coverage cost to County, to domestic partners as defined by Section 297 of the California Family Code.

b. The employee shall be solely responsible for any additional cost of such coverage of the domestic partner and shall be required to provide certification of domestic partner registration. In no event will the County's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage. The following shall determine employee cost for a domestic partner.

(1) The dental coverage shall be $39.78 per month for Fiscal Year 2002-03. The cost in subsequent fiscal years shall be determined at the discretion of the County.

(2) An employee with "employee only" medical plan coverage who adds a domestic partner to that plan will pay the cost difference between the medical plan premium for the "employee only" and "dependent" coverage.

(3) There will be no further cost if an employee adds a domestic partner to his/her medical plan where the employee has and continues to have "dependent" coverage. In such event, the employee shall have taxable imputed income based on the "employee only" medical plan premium.

c. The employee will be responsible for any tax consequences resulting from the inclusion of a domestic partner under the medical insurance and dental plans offered pursuant to this Agreement.

This addendum shall remain in full force and effect to and including June 30, 2006.

Date: _____

Stationary Engineers, Local 39

_____
Jerry Kalmar
Business Manager-Secretary

_____
John Lewis
Business Representative

County of Sacramento

_____
Steve Lakich
Director of Labor Relations