



Cornell University
ILR School

BLS Contract Collection

Title: **Sacramento, County of and Office-Technical Unit, United Public Employees (UPE), Local 1 (2002)**

K#: **820795**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - <http://digitalcommons.ilr.cornell.edu/blscontracts/1/>

For a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

KC: 820795
2500 workers

AGREEMENT

BETWEEN

COUNTY OF SACRAMENTO

AND

UNITED PUBLIC EMPLOYEES, LOCAL #1

COVERING ALL EMPLOYEES IN THE

OFFICE-TECHNICAL UNIT

2002 - 06

X = 6/06

TABLE OF CONTENTS

<u>Section</u>		<u>Page</u>
PREAMBLE		
ARTICLE I		
RECOGNITION AND COVERAGE		
1.1	Recognition	1
1.2	Coverage of Employees	1
ARTICLE II		
UPE RIGHTS		
2.1	UPE Security	1
2.2	UPE Notices and Meetings.	3
2.3	UPE Representation.....	4
2.4	UPE Business.	5
2.5	Fair and Equal Representation.....	5
2.6	Agency Shop Election	5
2.7	Agency Shop Condition of Employment.....	6
2.8	Separation From Unit Exception.....	7
2.9	Fair Share Service Fee Determination and Disclosure.....	7
2.10	Expenditures Not Includeable in Determination of the Fair Share Fee.	7
2.11	Fair Share Fee Explanation and Notice of Right to Challenge	8
2.12	Failure to Provide Fair Share Fee Explanation and Notice of Right to Challenge	10
2.13	Labor Organization Annual Report.....	10
2.14	Failure to File Labor Organization Annual Reports	10
2.15	Just Cause For Termination.	11
2.16	Procedure for Fair Share Termination	11
2.17	Indemnification	12
2.18	Payroll Authorization Requirements	12
2.19	Maintenance of Membership	13
2.20	Copies of Agreement.....	13
2.21	List of Employees and Representation Information.....	13
2.22	Classification Studies.	15
2.23	Policies and Procedures	15

Section

Page

**ARTICLE III
COUNTY RIGHTS**

3.1 Employer Rights 15

**ARTICLE IV
GENERAL PROVISIONS**

4.1 Definitions..... 16
4.2 Strikes and Lockouts 17
4.3 Discrimination 17
4.4 Application of Personnel Ordinance 18
4.5 Savings Clause. 18

**ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE**

5.1 Purpose 18
5.2 Definitions..... 19
5.3 Time Limits 19
5.4 Presentation. 19
5.5 Employee Rights. 19
5.6 Application..... 19
5.7 Informal Discussion 20
5.8 Formal Grievance - Step 1 20
5.9 Formal Grievance - Step 2 20
5.10 Formal Grievance - Step 3 21
5.11 Arbitration - Step 4. 21
5.12 Response 21
5.13 Copy of Decision. 21
5.14 Selection of Arbitrator..... 21
5.15 Decision..... 22
5.16 Costs. 22
5.17 Witnesses..... 22
5.18 Expedited Arbitration..... 22

**ARTICLE VI
HOURS OF WORK AND OVERTIME**

6.1 Regular Work Week 23
6.2 Modified Work Week. 23
6.3 Flexible Hours 23

<u>Section</u>	<u>Page</u>
6.4	Notice of Changes in Hours or Work Location23
6.5	Rest Periods.....24
6.6	Meal Periods.....24
6.7	Training Time.....24
6.8	Overtime.....24
6.9	Standby Assignments and Call-Back Compensation26
6.10	Assessor's Office Alternate Work Schedules26
6.11	9/80 Work Schedules28
6.12	Four-Day/Forty-Hour Workweek.....29
6.13	7/12 Work Schedule30

**ARTICLE VII
SALARIES**

7.1	Salary Increases.....32
7.2	Equity Adjustments.....33
7.3	Salary Administration34
7.4	Salary Step Increases37
7.5	Multi-Level Salary Classifications37
7.6	Payroll Errors.....38
7.7	Night Shift Pay.....40
7.8	Transcribing Differential.....40
7.9	Boys' Ranch Special Pay Allowance40
7.10	Bilingual Pay.....41
7.11	Pay Differential for Working in a Vacant Higher Classified Position41
7.12	Sacramento Mental Health Center Retention Incentive42
7.13	Wellness Incentive Program.....42
7.14	Senior Printing Services Operator.....43
7.15	Sheriff's Services Representative (Level II)–Sheriff's Service Center44
7.16	Sheriff's Service Representative–Communications Center44
7.17	Pay Differential for Special Assignments as Collection Services Agent.....44

**ARTICLE VIII
HOLIDAYS**

8.1	Holidays.....45
8.2	Holiday While on Vacation47

Section

Page

**ARTICLE IX
LEAVES**

9.1	Vacation.....	47
9.2	Sick Leave.....	49
9.3	Sick Leave While on Vacation.....	50
9.4	Family Death Leave.....	50
9.5	Military Leave.....	51
9.6	Disability Leave.....	51
9.7	Jury Duty.....	52
9.8	Assignment of Leave for Catastrophic Illness and Other Purposes.....	53
9.9	Conservatorship Duty Leave.....	53
9.10	Maternity Leave of Absence.....	53
9.11	Parental Leave.....	53
9.12	County Employees as Volunteer Poll Workers.....	54

**ARTICLE X
HEALTH AND WELFARE**

10.1	Medical Insurance and Health Plans.....	55
10.2	Dental Plan.....	57
10.3	Life Insurance.....	60
10.4	State Disability Insurance.....	61
10.5	Employee Assistance Program.....	63
10.6	Flexible Spending Account.....	64
10.7	Health and Welfare Reopener.....	64
10.8	Domestic Partners.....	64

**ARTICLE XI
RETIREMENT PLAN**

11.1	Retirement Tier Three.....	65
11.2	Disability Retiree-Return Rights.....	66
11.3	Deferred Compensation.....	66
11.4	Deferred Compensation - Temporary Employees.....	66
11.5	Retirement Enhancement for Miscellaneous.....	67

**ARTICLE XII
ALLOWANCES AND REIMBURSEMENT**

12.1	Uniform Allowance.....	67
12.2	Mileage Reimbursement.....	68

12.3	Equipment Allowance Court Reporters	68
Section		Page
12.4	Transit Pass	68
12.5	Meals at Sacramento Mental Health Treatment Center	68

**ARTICLE XIII
SAFETY AND HEALTH**

13.1	Objective.	69
13.2	Safety Representative.	69
13.3	Rubber Floor Mats.....	69
13.4	Video Display Terminal Guidelines.....	69
13.5	Safety Shoes.....	70

**ARTICLE XIV
CAREER DEVELOPMENT**

14.1	Performance Evaluations.	70
14.2	Education Reimbursement.....	70
14.3	Conferences.....	70
14.4	Time Off for Promotional Examinations.....	71
14.5	Transfer Interviews.....	71
14.6	Affirmative Action Representative.	71
14.7	Paralegal Certificate of Continuing Education.....	71

**ARTICLE XV
EMPLOYEE ASSIGNMENT AND RETENTION**

15.1	Probationary Period.....	71
15.2	Transfers	72
15.3	Office Closures/Relocating Employees	72

**ARTICLE XVI
MISCELLANEOUS**

16.1	Letters of Reprimand.....	72
16.2	Personnel Files.....	73
16.3	Automatic Resignation	73
16.4	Transfer of Sacramento Housing and Redevelopment Agency Employees (SHRA) Employees to Sacramento County	74
16.5	Joint Labor-Management Committee	78
16.6	Labor-Management Child Care Committee.....	78

16.7	2005 Salary Survey	78
------	--------------------------	----

<u>Section</u>	<u>Page</u>
----------------	-------------

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

**DIVISION A
APPLICATION-PURPOSES-RIGHTS**

17.1	County Employees Assigned to the Medical Center Complex.	79
17.2	Purpose	79
17.3	Definitions and Interpretations.....	80
17.4	Voluntary Reduction in Hours.....	81
17.5	Voluntary Leave of Absence Without Pay	81
17.6	Selective Certification for Special Skills.....	81
17.7	Layoff.....	81
17.8	Right to Demote	82
17.9	Seniority	83
17.10	Jurisdiction	84

**DIVISION B
LAYOFF**

17.11	Notice of Layoff	84
17.12	Notice to UPE.....	85
17.13	Grievance-Arbitration Procedure	85
17.14	Grievance.....	85
17.15	Time, Place and Manner of Filing.....	85
17.16	Delivery to UPE	86
17.17	Complaints by UPE.	86
17.18	Arbitration - Scheduling	86
17.19	Consolidation of Proceedings.....	86
17.20	Appointment of Arbitrator.	87
17.21	Hearings	87
17.22	Questions	88
17.23	Decision.....	88
17.24	Costs.	89

**DIVISION C
REEMPLOYMENT**

17.25	Entitlement	90
17.26	Type of Position.....	90

17.27	Limited Term	90
Section		Page
17.28	Departmental Reemployment Lists	90
17.29	County-wide Reemployment Lists	91
17.30	Appointment and Certification Priorities	91
17.31	Removal from Departmental Reemployment Lists	92
17.32	Removal from County-Wide Reemployment Lists	93
17.33	Effect of Reemployment	94
17.34	Service of Reemployment Lists	94
17.35	Grievance-Arbitration Procedure	94
17.36	Existence, Order and Contents of Reemployment Lists	94
17.37	Other Matters	95
17.38	Pre-Arbitration Hearing	96
17.39	Request for Arbitration	96
17.40	Arbitration Scheduling	96
17.41	Decision	97
17.42	Costs	98

**DIVISION D
MISCELLANEOUS**

17.43	Witnesses	98
17.44	Sick Leave Balance Reinstatement	98

**ARTICLE XVIII
DISCIPLINE AND DISCHARGE**

18.1	Purpose	98
18.2	Definition	99
18.3	Persons Authorized to Initiate Disciplinary Action	99
18.4	Application	99
18.5	Cause for Disciplinary Action	99
18.6	Causes for Personnel Action Due to Physical or Mental Disability	101
18.7	Notice Requirement and Effective Date of Order	101
18.8	Appeal	102
18.9	Appointment of Arbitrator	102
18.10	Amended or Supplemental Order	102
18.11	Discovery	103
18.12	Timing and Conduct of Hearing	105
18.13	Subpoenas	106
18.14	Decision	106
18.15	Finality of Decision	107
18.16	Costs	107
18.17	Witnesses	107

18.18	Expedited Arbitration	107
18.19	Sacramento Superior Court Employment Conditions	107

Section

Page

**ARTICLE XIX
TERM**

19.1	Term	108
------	------------	-----

Exhibit "A"
Exhibit "B"

PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the COUNTY OF SACRAMENTO, hereinafter referred to as the County, and UNITED PUBLIC EMPLOYEES, LOCAL #1, hereinafter referred to as UPE, has as its purpose the promotion of harmonious labor relations between the County and UPE; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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

ARTICLE I RECOGNITION AND COVERAGE

1.1 RECOGNITION

- a. The County recognizes UPE as the exclusive negotiating agent for all employees in the Office-Technical Unit.
- b. UPE recognizes the County Executive or his/her designee as the negotiating representative for the County and shall negotiate exclusively with the County Executive, or his/her designee, except as otherwise specifically stated in this Agreement.

1.2 COVERAGE OF EMPLOYEES

- a. The Office-Technical Unit consists of all employees as stated in the listing of classes set forth in Exhibit "A" of this Agreement.
- b. This Agreement applies only to employees in the above-described representation unit.

ARTICLE II UPE RIGHTS

2.1 UPE SECURITY

- a. It is the intent of this article to provide for payroll deductions of bargaining unit members to be deducted from their warrants insofar as permitted by law. The

County agrees to deduct and transmit to UPE all authorized deductions from all members of the Office-Technical Unit who have signed an approved authorization card or cards for such deductions in a form agreed upon by the County and UPE. In the event the County misses one (1) or more payroll deductions in a payroll period, due to no fault on the part of UPE, the County will correct the error and remit all monies due in the next biweekly pay period, if possible, when notified by UPE in writing.

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

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

- (1) Accidental death and dismemberment
- (2) Automobile
- (3) Fire
- (4) Homeowners
- (5) Long-term disability
- (6) Professional liability
- (7) Vision insurance

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

2.2 UPE NOTICES AND MEETINGS

a. UPE may use County conference rooms and similar building facilities for meetings with employees in the units it represents; may post material on bulletin boards provided to serve employees in the units it represents; and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.

b. Use of County meeting facilities requires reasonable advance notice to the appropriate County official and is subject to County use of such facilities; provided, however, that once scheduled, such UPE meetings may not be cancelled by the County except under emergency situations. The County may establish reasonable regulations governing the use of County facilities as provided by this section.

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

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

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

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

g. UPE shall also have the right to incidental use of the County's e-mail system for the purpose of communication with an individual member in the bargaining

unit. Such incidental use shall not include mass distribution of Union materials or announcements or other use inconsistent with the County's Information Technology Policies.

2.3 UPE REPRESENTATION

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

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

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

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

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

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

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

2.4 UPE BUSINESS

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

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

2.5 FAIR AND EQUAL REPRESENTATION

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

2.6 AGENCY SHOP ELECTION

An agency shop shall be implemented in the Office-Technical Unit only after certification of a secret ballot election, conducted by the California State Mediation and Conciliation Service, in which a simple majority of those voting vote to implement an agency shop. Such election shall be held as soon as is administratively feasible.

a. An election to implement the provision of this section shall not prohibit or restrict an election to rescind this provision as provided by Section 3502.5 of the Government Code.

b. UPE and the County mutually agree that the election provided for in Subsection b. of Section 3502.5 of the Government Code:

(1) Shall be determined by a simple majority of those voting; and

- (2) Shall be conducted following election security procedures that apply to the conduct of employee representation elections that are subject to Chapter 2.79 of the Sacramento County Code.
- c. All employees in classifications included in the Office-Technical Unit; on a date thirty (30) days prior to the holding of the election, shall be eligible to vote in such election.

2.7 AGENCY SHOP CONDITION OF EMPLOYMENT

Subject to Section 2.6, all employees in the representation unit shall, as a condition of continued employment, beginning with the second full pay period after notice is given to employees in accordance with Section 2.11 and until the termination of the Agreement, either:

- a. Become a member of UPE; or
- b. Pay to UPE a fair share fee for services rendered by UPE 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 employees, but in no event to exceed 90% of the regular membership dues; provided, however, that each employee will have available to him/her membership in UPE on the same terms and conditions as are available to every other member of UPE; or
 - (1) Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - (2) Pay a sum equal to the agency fee described in Section 2.7-b. to a non-religious, non-labor charitable fund chosen by the employee from those charities listed within United Way or CHAD. The employee shall furnish written proof to the County and UPE that this contribution has been made.
- d. Any solicitations or representations made to employees for the purposes of UPE membership or payment of fair share fees shall clearly state that such membership or requirements for fair share fee relate solely to UPE and to no other organization.

2.8 SEPARATION FROM UNIT EXCEPTION

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

2.9 FAIR SHARE SERVICE FEE DETERMINATION AND DISCLOSURE

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

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

2.10 EXPENDITURES NOT INCLUDEABLE IN DETERMINATION OF THE FAIR SHARE FEE

- a. Under no circumstances shall expenditures for the following purposes and activities be included in any way in the calculation or determination of the fair share fee:
 - (1) Lobbying or other political activity, including support for individual candidates or political parties.
 - (2) Organizing and recruiting activities outside of the Office-Technical Unit.
 - (3) Payments to affiliates, except for payments for activities under Section 2.9 above.
 - (4) Social activities.

- (5) Charitable and philanthropic activities.
- (6) Insurance and other benefit programs.
- (7) Any strike or concerted activity fund.

b. Costs other than those described in Section 2.9 above shall not be considered when making a determination of the fair share service fee of non-members.

2.11 FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE

Within sixty (60) calendar days after the end of its fiscal year, UPE shall mail to the County and to each employee within the bargaining unit a "Fair Share Fee Explanation and Notice of Right to Challenge." Such notice shall also be given to all new employees hired into the unit prior to the solicitation or collection of any membership dues or fair share fees. Such notice shall include:

- a. An accounting prepared and signed by an auditor, who is a certified public accountant for the overall purpose of providing an itemization of the expenditures of UPE in detail necessary for an employee to be able to reasonably determine what portion of regular membership dues would be allocable to the cost of negotiation and contract administration as defined in Section 2.9 above.
 - (1) The accounting will utilize data from the prior fiscal year and shall include the following information:
 - (a) A breakdown of UPE's actual revenue by source.
 - (b) A breakdown of each major category within UPE's budget and indicating the actual expenditures within each category including the portion of each category allocable to the costs of negotiation and contract administration as defined in Section 2.9.
 - (c) Where UPE expenditures are for employee compensation, the auditor shall determine what portion of the employee's salary is clearly allocated to the actual negotiation and contract administration as defined in Section 2.9.
 - (d) The auditor shall prepare a statement itemizing which of UPE expenditures are clearly allocated to negotiation and

contract administration as defined in Section 2.9 and which expenditures are not so allocated.

- (e) The auditor shall then calculate the proportion of dues which are clearly allocable to negotiation and contract administration as defined in Section 2.9, expressed as a percentage of regular membership dues.
 - (2) To enable the auditor to prepare the accounting, UPE shall provide the auditor access to all records reasonably necessary for such preparation including a record of the employee's activities in sufficient detail to enable the auditor to make the necessary determination in Subsection a. above. In the event that payments are made to any other organization, the auditor shall be provided access to such organizations' records when reasonably necessary to prepare the above accounting.
- b. The amount of the fair share service fee: Such fee shall not exceed the proportion of dues calculated in Section 2.11-a.(1)(e) above.

Instructions on filing a challenge to the amount of the fair share service fee with UPE:

- (1) Non-members who wish to challenge collection of the fair share fee because the amount identified contains expenditures for activities not within the definition of Section 2.9, or because the procedures set forth herein have not been complied with, must file "Fair Share Fee Challenge Petition" with UPE and with copy to the County.
- (2) The petition shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures or procedures being challenged. The petition must include the name, address, and social security number of the challenger. Such petition must be submitted no later than thirty (30) days after the postmark of the Fair Share Fee Explanation and Notice of Right to Challenge for such petition to be valid.
- (3) During the pendency of the challenge, the amount of the fair share fee reasonably in dispute shall be placed in an escrow account established by UPE.
- (4) The dispute described in the challenge petition shall be heard by UPE within thirty (30) calendar days after the closing of the challenge period referenced in this section. If the written response

of UPE is not satisfactory to the employee, such employee shall have the right to refer the matter to binding arbitration in accordance with procedures established by UPE.

- (5) The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.
- (6) The costs of the arbitration shall be borne by UPE.
- (7) At UPE's sole discretion, the hearing of all appropriately submitted and valid challenge petitions may be consolidated into one (1) arbitration.

2.12 FAILURE TO PROVIDE FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE

Should UPE fail to provide the information needed for the annual accounting required by Section 2.11-a.(2), or fail to provide to each employee and to the County the required annual Fair Share Fee Explanation and Notice of Right to Challenge set forth above within the required sixty (60) days after the end of its fiscal year, the County shall have the right to give UPE two (2) pay periods notice to provide the required notice. If UPE 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 UPE (dues, fair share fees, insurance, et cetera) until such time as UPE provides the required notice.

2.13 LABOR ORGANIZATION ANNUAL REPORT

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

2.14 FAILURE TO FILE LABOR ORGANIZATION ANNUAL REPORTS

UPE shall submit the required LM-2('s) no later than sixty (60) calendar days after the end of its fiscal year. If UPE fails to provide the County with the required LM-2('s), then the County shall have the right to give UPE two (2) pay periods notice to

provide the required LM-2('s). If UPE fails to provide the required LM-2('s) at the expiration of the two (2) pay periods, then the County shall make no further payroll deductions of any kind on behalf of UPE (dues, fair share fees, insurance, et cetera) until such time as UPE provides the required LM-2('s).

2.15 JUST CAUSE FOR TERMINATION

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

2.16 PROCEDURE FOR FAIR SHARE TERMINATION

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

- a. UPE 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, UPE will request that the employee be terminated as provided in this section.
- b. If the employee fails to comply, UPE shall file with the appointing authority, in writing, proof of compliance with Subsection-a., the specific charges, and a demand that the employee be terminated. The charges shall include:
 - (1) A statement that it is proposed that the employee be discharged from employment;
 - (2) A statement of the cause of the proposed discharge of the employee;
 - (3) A statement in ordinary and concise language of all specified facts or omissions upon which the cause is based;
 - (4) A copy of UPE documents relevant to the proposed action or a statement advising the employee and his/her appointing authority of the time and place where they may have access to such documents.
- c. In the case of a regular employee, the appointing authority 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 UPE and the employee of the scheduled date of a hearing by the appointing authority.

- d. In the case of a temporary employee, the notice and copy of charges shall constitute a final termination notice. A hearing shall be held only if requested in writing within ten (10) days of the service or mailing of the notice and charges.
- e. The parties to the hearing shall be UPE and the employee.
- f. The appointing authority shall determine whether UPE has established cause to terminate the employee because of the violation of this section. If the appointing authority determines that there is cause for termination of the employee, the appointing authority shall terminate said employees within ten (10) days after making such determination. A permanent employee may appeal the order of termination through the discipline arbitration procedure (Article XVIII of this Agreement).
- g. UPE 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.
- h. This provision shall be controlling for this section only. The hearing cost provisions in Sections 5.16 and 18.16 of this Agreement are exclusive to their respective articles.

2.17 INDEMNIFICATION

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

2.18 PAYROLL AUTHORIZATION REQUIREMENTS

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

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

2.19 MAINTENANCE OF MEMBERSHIP

Employees who are members, or who become members of the UPE shall remain members during the term of this Agreement, unless such membership is canceled in writing within the last fifteen-day period of this contract.

2.20 COPIES OF AGREEMENT

The County shall at its expense print and provide UPE with one (1) copy of this Agreement for each member of the Office-Technical Unit within sixty (60) days of initial approval by the Board of Supervisors. UPE may pick-up copies of the Agreement at the closest facility in which the supply of Agreements are stored. During the term of the Agreement, the County shall provide Office-Technical new hires a copy of the Agreement during New Employee Orientation.

2.21 LIST OF EMPLOYEES AND REPRESENTATION INFORMATION

The County shall provide UPE with the following:

a. Biweekly Reports:

- (1) A list of employees newly assigned into the representation unit. This report is identified as Actions Report.
- (2) A list, identified as Fair Share Report-Employees with Dues Deductions, of employees within the Office-Technical Unit who have a UPE payroll deduction.
- (3) A list, identified as Terminated Employees, of employees who have left County service.
- (4) A list (including employees' addresses) identified as Agency Shop Report-Employees Without Dues Deduction, who do not have payroll deductions from biweekly earnings.
- (5) A list identified as UPE Dues by Rep. Unit, which specifies the following information:
 - (a) Name
 - (b) Social Security number and/or personnel number.
 - (c) Employment status code
 - (d) Index
 - (e) Classification code

- (f) Amount of gross pay earned in the pay period
 - (g) Amount of membership dues or fair share fees paid in the pay period
 - (h) Amount of membership dues or fair share fees paid in the quarter to date
 - (i) Amount of membership dues or fair share fees paid in the year to date
- (6) A list identified as Deduction-List, which specifies name, social security number, index, class code, amount, quarter to date, and year to date
- (7) A list which identifies employees who have transferred out of the 005 (Office-Technical) Unit.

b. Quarterly Reports:

- (1) A list of all employees represented by UPE. Employees shall be listed by departments and classifications within departments. Such listing shall also indicate the class code, date assigned to the class, employment date, social security and/or personnel number, employment code, location code and salary range and step. Such lists shall be furnished quarterly to UPE on the first payday in the months of January, April, July, and October.
 - (2) Only upon request of UPE and no more than four (4) times per fiscal year, an updated list of the names and mailing addresses of all employees in the Office-Technical Unit. The list shall include the employee's classification and department of employment.
- c. The above mailing addresses that are provided to UPE are given to UPE for its exclusive use for the sole purpose of conducting union business and are to be kept confidential. UPE agrees not to release 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 Director of Labor Relations. The Director of Labor Relations shall respond in writing to UPE questions.
- e. The County will provide the above lists to UPE in digital format (disk) if such format is available from the County's payroll system.

2.22 CLASSIFICATION STUDIES

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

- (1) If the classification study modifies existing class specifications or creates new class specifications, and reallocates existing positions to different classifications, UPE shall be sent the report four (4) weeks prior to the deadline for the Department of Personnel Services to submit its final report to the Civil Service Commission. UPE shall be obligated to provide to the Department of Personnel Services any concerns, comments, and problems it may have with the final draft report one (1) week prior to the aforementioned deadline. The County and UPE shall attempt to resolve any differences as expeditiously as possible.
- (2) If the classification study does not affect the allocation of any position and only modifies an existing class specification, UPE shall be sent the report two (2) weeks prior to the presentation of such report to the Civil Service Commission.

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

2.23 POLICIES AND PROCEDURES

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

ARTICLE III COUNTY RIGHTS

3.1 EMPLOYER RIGHTS

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

b. The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for

employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of County operations; determine the methods, means and personnel by which County operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The County has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

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

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

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

ARTICLE IV GENERAL PROVISIONS

4.1 DEFINITIONS

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

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

c. "Part-Time Employees":

- (1) Part-time employee, for the purposes of this section, means any employee who is assigned to work substantially less than the normal hours of work during the employee's period of employment.

- (2) A part-time employee may be either a "regular" or an "extra-help" employee, and eligibility of such employee for the benefits provided in this Agreement shall be determined accordingly.
- (3) An employee assigned on a part-time basis shall accrue salary and benefits on the basis of actual time worked, including authorized absences with pay.

4.2 STRIKES AND LOCKOUTS

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

b. UPE agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, 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 UPE members participate in such activities in violation of this provision, UPE shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

4.3 DISCRIMINATION

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

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

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

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

4.4 APPLICATION OF PERSONNEL ORDINANCE

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

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

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

4.5 SAVINGS CLAUSE

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

ARTICLE V GRIEVANCE AND ARBITRATION PROCEDURE

5.1 PURPOSE

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

b. The purposes of this procedure are:

- (1) To resolve grievances informally at the lowest possible level;
- (2) To provide an orderly procedure for reviewing and resolving grievances promptly;
- (3) To determine and correct if possible the cause of grievances;
- (4) To encourage communication between employees and those in higher authority.

5.2 DEFINITIONS

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

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

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

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

e. As used in this procedure, the term "workday" means a day of work for the party appealing or responding to the grievance.

5.3 TIME LIMITS

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

5.4 PRESENTATION

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

5.5 EMPLOYEE RIGHTS

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

5.6 APPLICATION

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

5.7 INFORMAL DISCUSSION

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

5.8 FORMAL GRIEVANCE - STEP 1

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

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

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

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

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

5.9 FORMAL GRIEVANCE - STEP 2

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

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

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

5.10 FORMAL GRIEVANCE - STEP 3

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

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

5.11 ARBITRATION - STEP 4

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

5.12 RESPONSE

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

5.13 COPY OF DECISION

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

5.14 SELECTION OF ARBITRATOR

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

b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of nine (9) arbitrators.

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

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

5.15 DECISION

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

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

5.16 COSTS

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

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

5.17 WITNESSES

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

5.18 EXPEDITED ARBITRATION

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

ARTICLE VI HOURS OF WORK AND OVERTIME

6.1 REGULAR WORKWEEK

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

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

6.2 MODIFIED WORKWEEK

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

6.3 FLEXIBLE HOURS

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

6.4 NOTICE OF CHANGES IN HOURS OR WORK LOCATION

a. Regular employees shall be given at least fourteen (14) calendar days written notice prior to a permanent change in their assigned hours of work or work location. The notice requirement shall not apply to temporary or emergency assignments.

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

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

6.5 REST PERIODS

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

b. Such rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a workshift or lunch period.

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

6.6 MEAL PERIODS

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

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

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

6.7 TRAINING TIME

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

6.8 OVERTIME

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

b. Except as provided in Subsection g., 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. In cases

where the employee specifically requests cash payment or compensating time off, consideration will be given to the preference of the employee. If the department is unable to schedule and grant time off within one (1) year from the date the overtime was performed, cash payment shall be made in lieu of compensating time.

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

d. Part-time employees shall be compensated for overtime at their regular hourly rate of one (1) hour of compensating time off for each hour worked in excess of their normal workday or week; provided, however, for work performed in excess of eight (8) hours per day or forty (40) hours per week, they shall be compensated as provided in Subsection-b.

e. Employees who work overtime shall promptly and accurately report such time in the manner prescribed by the County.

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

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

h. 7/12 /Work Schedule:

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

department shall have the discretion to credit compensating time off or make cash payment to employees for overtime worked.

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

6.9 STANDBY ASSIGNMENTS AND CALL-BACK COMPENSATION

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

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

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

6.10 ASSESSOR'S OFFICE ALTERNATE WORK SCHEDULES

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

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

(1) Employees in all classifications working at the Assessor's Office may work a 4/9/4 work schedule. Approval for employees to work the 4/9/4 work schedule shall be within the sole discretion of the Assessor.

(2) The normal work schedule of an employee on the 4/9/4 schedule

shall be forty (40) hours per week with one (1) workday of four (4) hours and four (4) workdays of nine (9) hours.

- (3) Overtime for employees working a 4/9/4 schedule shall be earned when an employee works in excess of nine (9) hours per day on the normally scheduled nine-hour workdays and in excess of four (4) hours per day on the scheduled four-hour workday. Overtime shall also accrue when an employee works in excess of forty (40) hours per week.
- (4) Employees working a 4/9/4 modified work schedule shall take an unpaid meal period, generally in the middle of their work period, when working a nine-hour day, as provided for under the contract Section 6.6.

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

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

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

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

6.11 9/80 WORK SCHEDULES

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

b. The 9/80 work schedule is a schedule which during one (1) week of the biweekly pay period 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. Because this schedule would require payment of overtime on the forty-four hour workweek, employees who do get time and one-half pay for overtime (all employees covered by the Agreement) must be assigned to a redesignated work schedule as explained in Subsection-c.

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

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

e. Holidays: If a holiday falls on the scheduled nine-hour workshift, the remaining hour must be taken off as leave first from accumulated compensating time off, and second from holiday in lieu or accumulated vacation time; and, if there are no leave balances, then leave without pay. If the holiday falls when 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. Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on a scheduled nine-hour workshift shall result in the deduction of nine (9) hours from the employee's accrued leave balances. Full shift absences from either four-hour workshift shall result in the deduction of four (4) hours from the employees accrued leave balances.

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

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

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

6.12 FOUR-DAY/FORTY-HOUR WORKWEEK

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

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

6.13 7/12 WORK SCHEDULE

- a. Employees may be assigned by the County to a work schedule consisting of seven (7) workdays of twelve (12) hours each during a biweekly pay period. During

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII SALARIES

7.1 SALARY INCREASES

a. Salaries of employees in the classes of the Office-Technical Unit shall be as provided in Exhibit "A." The ranges stated refer to the Salary Schedule, which is Exhibit "B."

b. 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%.

c. 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%.

d. 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%.

7.2 EQUITY ADJUSTMENTS

Effective October 20, 2002, equity adjustments shall be paid to employees in the following classifications:

<u>Classification</u>	<u>Equity Adjustment</u>
Associate Real Estate Agent	10% (equal to Senior Real Property Appraiser)
Business License Inspector	2%
Code Enforcement Officer, Levels 1 and 2	2%
Planning Aide, Levels 1 and 2	2%
Senior Code Enforcement Officer	2%
Senior Sheriff's Records Clerk	5%
Sheriff's Records Clerk, Levels 1 and 2	5%

7.3 SALARY ADMINISTRATION

a. Entry Step:

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

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

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

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

e. Promotion: Advancement from a position in one (1) class to a position in a higher class, defined as one having a maximum salary rate at least one (1) step (at least 5.0%) higher than the employee's former class.

- (1) Upon promotion of an employee within the unit to a higher class, the employee shall receive the lowest step in the new class which provides an increase of at least 5.0%.

- (2) Upon promotion of an employee from outside the unit to a class in the unit, the employee shall receive the lowest step in the new class which provides an increase of at least 5.0%.

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

g. Demotion: A demotion is a change to a class which has a maximum salary rate which is at least 5.0% lower than the maximum salary rate of the former class. Whenever an employee is demoted due to layoff, without cause or inability on his/her part, his/her salary shall be that step in the new range which provides an equal salary; or in the absence thereof, the nearest lower salary, to that received prior to the demotion. In all cases of demotion for cause, the employee shall receive the same step in the lower range as he/she received in the higher range. An employee with permanent status in a class who, with the approval of the appointing authority, voluntarily demotes to a lower class shall receive the step in the lower range which provides an equal salary or, in the absence thereof, the nearest lower salary to that which was received prior to demotion.

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

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

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

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

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

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

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

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

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

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

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

7.4 SALARY STEP INCREASES

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

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

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

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

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

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

g. Continuous extra-help employment up to fifty-two (52) weeks of full-time service, or the equivalent, shall be considered as eligible service for a step increase for an employee who is appointed to a regular position without a break in service. Such extra-help employment shall be subject to all other provisions of this section governing step increases. For Court Reporter Pro Tem, continuous full-time employment up to twenty-six (26) pay periods shall be considered as eligible service for a step increase for a Court Reporter Pro Tem who is appointed to a regular Court Reporter position without a break in service.

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

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

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

7.5 MULTI-LEVEL SALARY CLASSIFICATIONS

a. For regular employees, the salary level at which initial appointments are made to classes with more than one (1) salary level, and advancement from the lower to the higher salary level of such classes (for example, from Level I to Level II) shall be at

the discretion of the appointing authority provided the minimum qualifications as stated in the class specifications as adopted by the Civil Service Commission are met. Advancement from the lower to higher salary level shall not be arbitrarily or capriciously denied.

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

7.6 PAYROLL ERRORS

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

b. As used in this section:

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

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

- (1) In the case of overpayment, reimbursement of the overpayment shall be made through one (1) or a combination of the following methods:
 - (a) In cash payment(s) mutually agreed to by the employee and the Department of Personnel Services.
 - (b) In case of overcrediting of paid leave accruals, balances, or usage, a one-time only leave adjustment to CTO or vacation equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave). If the balances are not sufficient to cover the overpayment, payroll deductions of the overpayment from the employee's future salary shall be made in installments until the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge against future accruals shall not be permitted.
 - (c) Installments through payroll deduction to cover the same number of pay periods over which the error occurred. If the installments exceed 10% of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least 10% of the employee's base salary including incentives, et cetera.
- (2) In the case of an underpayment the County will expedite reimbursement to the employee via an in lieu warrant, a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
- (3) An employee whose employment terminated prior to full reimbursement of an overpayment shall have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County shall have the right to exercise other legal means to recover the additional amount owed.

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

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

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

7.7 NIGHT SHIFT PAY

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

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

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

7.8 TRANSCRIBING DIFFERENTIAL

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

7.9 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.

7.10 BILINGUAL PAY

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

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

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

c. Sign language may be treated as a bilingual skill pursuant to this subsection.

d. Employees who qualify pursuant to the above shall be paid either:

- (1) Oral skills differential of thirty cents (\$.30) per paid hour per pay period; or
- (2) Oral/written skills differential of thirty-five cents (\$.35) per paid hour per pay period.

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

7.11 PAY DIFFERENTIAL FOR WORKING IN A VACANT HIGHER CLASSIFIED POSITION

a. The purpose of this provision is to permit compensation of an employee who is properly assigned in writing to perform the significant duties of a higher classified position for relief necessitated by the temporary vacancy caused by the incumbent's absence or pending the filling of a vacant position.

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

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

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

7.12 SACRAMENTO MENTAL HEALTH CENTER RETENTION INCENTIVE

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

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

7.13 WELLNESS INCENTIVE PROGRAM

a. Effective with Pay Period #14, beginning June 14, 1992, the County shall establish a Wellness Incentive Program. Eligible full-time regular employees who use twelve (12) hours or less of sick leave in Pay Periods #1 through #13 of any year shall receive a wellness certificate enabling them to take eight (8) hours off with pay during

the following six (6) 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 (6) month period. The certificate shall have no monetary value. The approval for the use of the eight (8) hours of paid time off for employees who have earned a wellness certificate shall not be arbitrarily or capriciously denied.

b. Regular employees must be continuously on the County payroll and eligible to earn and use sick leave during the entire 26-week period from Pay Period #1 through #13, and from Pay Period #14 through #26. Any 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 9.6, 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. If an employee is denied a wellness certificate due to leave covered under the FMLA, such employee shall be entitled to such certificate upon show of proof.

c. Part-time regular employees who work forty (40) or more hours per pay period shall be eligible to participate in the Wellness Incentive Program. The same eligibility rules as outlined in Subsection b. above shall apply. However, the maximum amount of sick leave allowed for 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 9.2 of this Agreement.

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

7.14 SENIOR PRINTING SERVICES OPERATOR

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

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

- a. Employees in the class of Sheriff's Services Representative (Level II) who are assigned in writing by the appointing authority and work in a Sheriff's Service Center shall receive a five percent (5%) pay differential.
- b. This pay differential shall not apply to any Sheriff's Services Representative (Level II) who is reassigned from a Sheriff's Service Center to another activity.
- c. This pay differential is not considered part of the base salary when placing an employee in a salary range of a promoted class.

7.16 SHERIFF'S SERVICE REPRESENTATIVE – COMMUNICATIONS CENTER

- a. Employees in the class of Sheriff's Service Representative assigned to the Communications Center shall receive a ten percent (10%) pay differential. Such differential shall be based on the employee's standard hourly rate.
- b. This pay differential is not considered part of the base salary when placing an employee in a salary range of a promoted class.

7.17 PAY DIFFERENTIAL FOR SPECIAL ASSIGNMENTS AS COLLECTION SERVICES AGENT

- a. The purpose of this provision is to permit compensation of an employee who is properly assigned in writing to perform special assignments as a Collection Services Agent.
- b. The differential applies only if the following conditions are met:
 - (1) The assignment shall be made by the appointing authority, or designee, in writing formally specifying the period of the special assignment.
 - (2) The assignment may include, but is not limited to, the most difficult and complex tasks, special assignments, or lead responsibility over other staff.
- c. The special assignment differential shall be 9.2% of the employee's base salary.

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

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

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 - Martin Luther King, Jr.'s. in January Birthday
- (c) February 12 - Lincoln's Birthday
- (d) Third Monday - Washington's Birthday in February observed
- (e) Last Monday - Memorial Day in May
- (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 falls on Saturday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the preceding Friday as a holiday with pay.
- (4) It is the intent of the parties that County employees shall take off from work the Fridays enumerated herein except where the needs of the service require otherwise.

b. Regular employees who work in a unit for which the normal work schedules include Saturdays, Sundays and holidays shall be granted one (1) day off every four (4) weeks in lieu of prescribed holidays. Such time off shall be designated in the employee's regular work schedule. If not scheduled and taken every four (4) weeks, such time shall accrue at the rate of four (4) hours each biweekly pay period. 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 seven (7) 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. Each employee shall be allowed four (4) hours off work with pay on the last working day before Christmas or the last working day before New Year's. If the employee is unable, because of the needs of the service, to take such time off, he/she shall be credited with four (4) hours compensatory time off. This time off, or compensatory time off, shall be pro-rata for part-time employees.

8.2 HOLIDAY WHILE ON VACATION

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

ARTICLE IX LEAVES

9.1 VACATION

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

<u>Years of Service</u>	<u>Biweekly Accrual Rate</u>	<u>Accrual Maximum</u>
Less than three (3) years	4.0 hours	240 hours
Three (3) to fifteen (15) years	5.5 hours	320 hours
More than fifteen (15) years	7.1 hours	400 hours

c. Upon proper application by an employee, and with the approval of the employee's appointing authority, the Board of Supervisors may authorize the accrual, in appropriate circumstances, of more than the number of hours specified in this section.

d. Consistent with the requirements of the department as determined by the appointing authority, accrued vacation time may be taken by each employee as soon as it is accrued (even during the first six [6] months of County service). After six (6) months from the date of hire, the procedure as set forth in Subsections e. and f. shall apply. A reinstated employee may use accrued vacation during the first six (6) months of service, subject to the needs of the department. An employee who separates or is terminated from County service or who takes military leave in excess of one hundred eighty (180) days shall be paid the monetary value of his/her full terminal vacation.

e. Whenever possible, vacations shall be granted at the time requested by the employee. Total class seniority shall be considered as only one (1) of the factors by supervisors in resolving conflicts in scheduling of vacation requests. In order to avoid undue disruption of work activities or to minimize conflicts with other employees'

vacations, the appointing authority may place reasonable seasonal or other restrictions on the use of accrued vacation.

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

g. All employees hired on or after June 28, 1992, shall accrue vacation and accumulate vacation in accordance with the following schedule:

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

*eight-hour day

h. For employees hired prior to June 28, 1992, who have been on the vacation schedule set forth in Subsection b. above, such employees shall remain on that schedule, except that (1) employees with nine (9) or more years of service on June 28, 1992, shall be moved to the appropriate level on the vacation schedule set forth in Subsection g.; and (2) employees who complete nine (9) years of service after June 28, 1992, shall be moved at that time to the appropriate level on the vacation schedule set forth in Subsection g.

i. For employees hired prior to June 28, 1992, who have been on the vacation schedule set forth in Subsection b. above, such employees with six (6) or more years of service on June 28, 1992, shall have a maximum vacation accrual of four hundred (400) hours as a correction to previous negotiating sessions in 1991. There shall be no other corrections to the vacation schedule for employees hired prior to June 28, 1992.

j. Employees hired on or before June 30, 1992, who requested and received approval for vacations shall be allowed to take such pre-approved vacations during the reorganization of the Health and Social Services Departments. Management retains all

rights to modify employees' vacation schedules for reasons not related to the reorganization.

9.2 SICK LEAVE

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

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

- (1) A regular employee may use sick leave for personal purposes or family purposes as provided in this section.
- (2) For personal purposes, a regular employee may use sick leave for:
 - (a) Absence from duty when quarantined because of exposure to a contagious disease or when incapacitated from performing duties because of personal illness, injury, dental work or pregnancy; and,
 - (b) Absence from duty for examination or treatment by a medical doctor or dentist, under circumstances not involving quarantine or incapacity, provided; however, whenever feasible, such absence shall be scheduled at the discretion of the appointing authority; or
 - (c) For a period of time, not to exceed four (4) hours, to donate blood. Absence from duty for donating blood will be approved only upon return to the supervisor of an official receipt reflecting the donation.
- (3) For family purposes, a regular employee may use leave credits for:
 - (a) Attendance upon an eligible family member who is incapacitated because of illness or injury and definitely requires personal care. The length of such absence shall be limited by the appointing authority to the time reasonably required to either provide care or to make other arrangements for such care.

- (b) For the purposes of this Subsection (3), an eligible family member is the employee's spouse, child, stepchild, parent, stepparent, grandparent, domestic partner (as defined by Section 297 of the California Family Code), or domestic partner's child. Additionally, under this subsection, an eligible family member is any other close relative or child who resides with the employee.
 - (c) To transport an eligible family member to and from a local hospital for medical treatment or operation, including childbirth.
 - (d) To attend an eligible family member, at any location, during serious medical treatment or operation, including childbirth.
- (4) The appointing authority may require reasonable substantiation of the need for, and use of, sick leave. Such substantiation requirements by the appointing authority shall not be arbitrary or capricious.

9.3 SICK LEAVE WHILE ON VACATION

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

9.4 FAMILY DEATH LEAVE

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

- (1) child
- (2) spouse
- (3) parent
- (4) grandparent
- (5) grandchild
- (6) brother
- (7) sister
- (8) brother-in-law
- (9) sister-in-law
- (10) mother-in-law
- (11) father-in-law
- (12) any child or close relative who resided with the employee at the

time of death.

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

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

d. Part-time employees shall receive family death leave compensation on a pro-rata basis.

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

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

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

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

e. When an employee is subpoenaed by the District Attorney of Sacramento County to testify in a criminal proceeding as a witness, the employee shall be allowed to testify with no loss of County compensation. The employee shall submit to his/her

department written verification of the time required to testify. Verification shall be indicated on the subpoena and signed by the District Attorney's Office.

9.8 ASSIGNMENT OF LEAVE FOR CATASTROPHIC ILLNESS AND OTHER PURPOSES

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

9.9 CONSERVATORSHIP DUTY LEAVE

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

9.10 MATERNITY LEAVE OF ABSENCE

- a. An employee's request for leave of absence without pay before, during or after childbirth shall be granted. Such leaves shall not exceed six (6) weeks from date of delivery unless otherwise medically determined.
- b. An eligible employee may request a leave of absence without pay for up to a maximum of one (1) year to care for a new born child.

9.11 PARENTAL LEAVE

- a. Each regular County employee with at least one (1) year of continuous service shall be entitled to schedule paid parental leave upon the birth of the employee's child or during the process of an adoption of a minor child by an employee. In the case of an adoption, the entitlement shall arise upon both: (1) the placement of the child in the employees 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.

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

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

ARTICLE X HEALTH AND WELFARE

10.1 MEDICAL INSURANCE AND HEALTH PLANS

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 \$481.14 per month for any of the medical insurance or health plans made available to employees pursuant to this Agreement. 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.

b. Effective January 1, 2003, the maximum County contribution shall increase to \$555 per month.

c. Effective January 1, 2004, the maximum County contribution shall increase to \$575 per month or eighty percent (80%) of the Kaiser Health Plan premium based on co-payments described in Subsection I. for employee and dependent coverage, whichever is greater.

d. Effective January 1, 2005, the maximum County contribution shall increase to \$595 per month or eighty percent (80%) of the Kaiser Health Plan premium based on co-payments described in Subsection I. for employee and dependent coverage, whichever is greater.

e. Effective January 1, 2006, the maximum County contribution shall increase to \$615 per month or eighty percent (80%) of the Kaiser Health Plan premium based on co-payments described in Subsection I. for employee and dependent coverage, whichever is greater.

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

Kaiser Foundation Health Plan

A health maintenance organization (HMO) plan

A health plan with a point of service (POS) option

A catastrophic health plan

g. All full-time regular employees and part-time regular employees shall enroll in one (1) of the medical and health plans listed in Subsection f. above. If such employee fails to enroll in one (1) of these health plans, the County will take whatever steps are necessary to enroll the employee in the least expensive plan listed, employee-only coverage. An employee shall not be enrolled in catastrophic only coverage by the County under this subsection.

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

i. 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 which 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.

j. Employees hired prior to December 21, 1997, with medical insurance or health plan coverage whose premium rate is less than the County contribution shall receive a cash payment not to exceed \$535 per month minus the cost of the premium rate. For such employees who are covered by social security (FICA), this cash payment will not exceed \$535 per month minus the cost of the premium 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 December 21, 1997, shall not receive this cash payment.

k. Employees hired on or after December 21, 1997, shall show evidence of group health insurance at the time of insurance enrollment with the County when selecting catastrophic health insurance coverage. Effective January 1, 2003, such employees who select catastrophic coverage shall receive a \$150 per month plan selection incentive.

l. UPE 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, 2003. UPE further agrees that the County shall have the right to implement all or portions of the consultant's recommendations on the Health Plan Restructuring as proposed in the 2002 Health and Welfare Review.

m. The County shall have the right to further increase the HMO office visit and prescription drug co-payments by no more than \$5 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

The County shall provide at its expense to each full-time regular employee and to each part-time regular employee who works forty (40) hours or more per biweekly pay

period the following dental benefits for the employee and the employee's eligible dependents*:

- a. 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.
- b. There shall be no deductible for a patient who has met the following prescribed maintenance care requirements:
 - (1) Two (2) prophylaxes under the County dental plan during each of the two (2) consecutive preceding calendar years.
- c. Each calendar year thereafter, no deductible will be required for persons who qualified under Subsection-b. above, provided they continue to satisfy the preventive dental prescribed maintenance care of two (2) prophylaxes each calendar year.

Persons will be ineligible for the preventive dental no deductible if they fail to have the prescribed maintenance care in any calendar year and must repeat the requirements as set forth in Subsection-b. to again have the preventive dental no deductible.
- e. 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.

*(NOTE: Dependents eligible for benefits are: (1) Lawful spouse; (2) Unmarried children [including stepchildren, 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 19th birthday but is incapable of self-support because of physical or mental incapacity that commenced prior to his 19th birthday, provided a physician's certificate of such incapacity is submitted to the County Insurance Administrator within six [6] months following his 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 under the primary plan. The primary plan is the plan of the parent whose birthday (excluding year of birth) occurs earlier in the calendar year; (5) Dependents in military service are not eligible.)

c. The maximum paid parental leave for full-time regular employees shall be one hundred and sixty (160) hours. Parental leave shall be prorated for part-time regular employees. Parental leave shall not extend beyond four (4) months from either: (1) the date of birth of the employee's child, or (2) in the case of adoption, the initial date of residence of such child with the employee. The maximum one hundred and sixty (160) hours shall apply to each birth or adoption, regardless of the number of children born (twins, triplets, et cetera) or adopted.

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

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

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

g. Use of parental leave does not reduce or adversely affect the maximum one (1) year unpaid leave of absence that an employee may request for child-care or family reasons following the birth or adoption of a child.

9.12 COUNTY EMPLOYEES AS VOLUNTEER POLL WORKERS PROGRAM

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

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

- (1) 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.
- (2) 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.
- (3) 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%.

Additional dental benefits under the County's dental plan shall include the following:

- (1) 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.
- (2) Dental accidents paid at 100% of actual charges, without application of deductible and is not subject to the \$1,500 maximum.
- (3) 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.

- (4) 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.
- g. The plan document was designed after the Valley Clerks Trust Dental Care Program.
- h. 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.
- i. 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.

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.

10.3 LIFE INSURANCE

- a. Basic Benefit. The basic life insurance benefit is \$15,000 for employees and \$5,000 for dependents.
- b. Living Benefit. The life insurance benefit includes a "living benefit" option. To be eligible for this "living benefit", the claimant must be under the age of 70; be diagnosed terminally ill (with life expectancy of twelve [12] months or less); not have assigned his or her employee life benefits; and not have a court order in force which affects the payment of life insurance benefits. The life insurance benefit will pay a benefit of up to 50% of the combined basic and any supplemental life amounts. The maximum amount of the living benefit is \$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.
- c. 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.

d. If employee selects the first option, \$5,000 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.

e. 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.

f. The County shall 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.

g. The insured may convert such life insurance coverage from group coverage to private coverage at the end of the one-year period.

h. The County may modify the life insurance premium rate schedule from the existing twenty-six (26) annual premium payments to a twenty-four (24) annual premium payment schedule. In such case, the premiums shall be paid from the first two (2) pay warrants issued each month. Should the twenty-four (24) annual payment schedule be implemented, UPE shall be notified.

i. If the \$50,000 limit in Subsection c. is raised, it shall also be raised for employees covered by this Agreement. In such case UPE shall be notified and provided a copy of the expanded table.

10.4 STATE DISABILITY INSURANCE

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

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

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

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

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

employee is on the integrated leave and State Disability Insurance program.

- (5) When an employee exhausts all available County-paid leave balances, the employee shall either return to work or request an unpaid leave of absence from his/her appointing authority. Regardless 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.

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

10.5 EMPLOYEE ASSISTANCE PROGRAM

a. The County will make an employee assistance program (EAP) available to each full-time regular employee and each part-time regular employee who works forty (40) or more hours per biweekly 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 incident 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 (1) contractor to another.

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 HEALTH AND WELFARE REOPENER

a. The County of Sacramento and the United Public Employees, Local #1 agree to reopen Article X of the Agreement to review the health and welfare benefit program for the purpose of reaching mutually acceptable changes to the program. Article X shall remain unchanged without agreement of the parties.

b. Any agreed upon changes may be effective during the term of the existing agreement or may become effective on the date of a successor agreement in the Office-Technical Unit.

c. The review shall be conducted in a labor-management forum with every effort made to establish a joint labor-management committee consisting of appropriate management representatives and representatives of all recognized employee organizations in the County.

10.8 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.

ARTICLE XI RETIREMENT PLAN

11.1 RETIREMENT TIER THREE

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

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

c. Employees hired on June 27, 1993, or after, shall upon hire be placed into Tier 2, but immediately thereafter shall also be given a one-time opportunity to transfer to Tier 3. For these employees who elect to transfer to Tier 3, their brief service credit in Tier 2 will be transferred to Tier 3, and the necessary contributions will be required of both the employee and County.

d. All of the above employees shall be given a period of sixty (60) calendar days to submit in writing to the County their election to transfer to Tier 3. The 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.

e. Effective May 14, 1993, the parties agree that all employees hired after June 27, 1993, will be placed in Retirement Tier 3, with no option to elect Retirement Tier 2.

11.2 DISABILITY RETIREE-RETURN RIGHTS

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

b. When such person is returned to County civil service, he 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.

11.3 DEFERRED COMPENSATION

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

11.4 DEFERRED COMPENSATION - TEMPORARY EMPLOYEES

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

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

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

11.5 RETIREMENT ENHANCEMENT FOR MISCELLANEOUS

a. Effective June 27, 2004, or sooner if agreement is reached with all other recognized employee organizations representing miscellaneous members, the County will implement the 2% @ 55½ plan and employee purchase of prior service credits to a maximum of four (4) years. The election to purchase shall be open ended with the employee purchase of the employee's share, County's share, and accumulated interest.

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

ARTICLE XII ALLOWANCES AND REIMBURSEMENT

12.1 UNIFORM ALLOWANCE

a. Employees who are required to furnish and wear uniforms in the performance of their duties shall be reimbursed \$140 per year, payable every six (6) months in arrears, in January and July. Employees who are eligible for a uniform allowance for less than the full six-month period shall receive a prorated payment.

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

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

d. Employees in the class of Court Attendant who are required to furnish and wear uniforms in the performance of their duties shall be reimbursed \$350.00 per year, payable every six (6) months (\$175.00) in arrears, in January and July. Employees who are eligible for a uniform allowance for less than the full six-month period shall receive a prorated payment (\$29.16 per month) based upon the employee's hire/termination date and status during the previous six-month period.

e. Effective July 1, 2002, the amount of uniform reimbursement for Court Attendants shall be increased to \$400.00 per year, payable every six (6) months (\$200.00) in arrears, in January and July. Employees who are eligible for a uniform allowance for less than the full six-month period shall receive a prorated payment

(\$33.33) based upon the employee's hire/termination date and status during the previous six-month period.

f. Employees in the class of Sheriff's Correctional Facility Recreation Specialist who are required to furnish and wear uniforms in the performance of their duties shall be reimbursed \$600.00 per year, payable every six (6) months (\$300.00) in arrears, in January and July. Employees who are eligible for a uniform allowance for less than the full six-month period shall receive a prorated payment (\$50.00 per month) based upon the employee's hire/termination date and status during the previous six-month period.

12.2 MILEAGE REIMBURSEMENT

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

12.3 EQUIPMENT ALLOWANCE – COURT REPORTERS

Effective November 19, 2000, the salary for the classes of Court Reporter and Court Reporter Pro-Tem shall be increased by \$.14 per hour in lieu of the former equipment allowance.

12.4 TRANSIT PASS

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

b. The County shall determine the level of allowable tax exempt transit subsidy and promptly notify UPE of such changes.

12.5 MEALS AT SACRAMENTO MENTAL HEALTH TREATMENT CENTER

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

ARTICLE XIII SAFETY AND HEALTH

13.1 OBJECTIVE

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

13.2 SAFETY REPRESENTATIVE

a. UPE may designate a UPE member to be the UPE Safety Representative who shall be allowed a reasonable amount of release time to investigate complaints concerning safety at County work sites. This release time shall be scheduled so as to minimize the impact upon the employee's own work unit. UPE shall provide the name and the department of the designated member to the Human Resources Agency at least quarterly. The designated member shall not be recognized nor authorized to use release time unless this condition is met.

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

13.3 RUBBER FLOOR MATS

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

13.4 VIDEO DISPLAY TERMINAL GUIDELINES

The County shall periodically provide to UPE and to each department updated copies of the County's "Guidelines For Use Of Video Display Terminals" (VDTs). The County's managers and supervisors are expected to make a reasonable effort to comply with the guidelines. The County Risk Manager and each County appointing authority shall periodically monitor each department's compliance with the County's VDT guidelines. The County Risk Manager shall be notified of any employee concerns with the use of VDTs and any departments' alleged non-compliance with the County guidelines.

13.5 SAFETY SHOES

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

ARTICLE XIV CAREER DEVELOPMENT

14.1 PERFORMANCE EVALUATIONS

a. Performance evaluations are used for employee development. Performance evaluations are designed to instruct employees as to how they may better meet their job objectives.

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

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

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

14.2 EDUCATION REIMBURSEMENT

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

14.3 CONFERENCES

The County may allow employees time off without loss of compensation to attend seminars, conferences, and meetings when such attendance will benefit the County.

14.4 TIME OFF FOR PROMOTIONAL EXAMINATIONS

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

14.5 TRANSFER INTERVIEWS

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

14.6 AFFIRMATIVE ACTION REPRESENTATIVE

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

14.7 PARALEGAL CERTIFICATE OF CONTINUING EDUCATION

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

ARTICLE XV EMPLOYEE ASSIGNMENT AND RETENTION

15.1 PROBATIONARY PERIOD

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

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

15.2 TRANSFERS

a. The County will give notice of vacancies in permanent positions in the Office-Technical Unit within the Department of Health and Human Services and the Department of Human Assistance. Permanent employees within classes in the Department of Health and Human Services and the Department of Human Assistance may submit written requests, within five (5) days of the notice, indicating a desire for transfer to the vacant position. All who indicate a desire for the position will be considered. Openings may be filled from civil service eligible lists or transfer if not filled from any of those who indicate a desire for transfer under this procedure. In the event permanent employees in these classes are assigned permanently to a different office or shift, they shall be given at least five (5) working days' notice.

b. A regular employee whose name appears on the transfer list resulting from County Policy and Procedure #21 (or C-5) shall be certified to the appointing authority with the eligible list for a vacancy.

15.3 OFFICE CLOSURES/RELOCATING EMPLOYEES

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

ARTICLE XVI MISCELLANEOUS

16.1 LETTERS OF REPRIMAND

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

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

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

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

16.2 PERSONNEL FILES

a. Employees may schedule with their department time off without loss of compensation to review their departmental personnel file. The department may require that the specific time away from the job for this purpose be compatible with the employee's duties and work schedule.

b. A copy of material in the employee's personnel file shall be given to the employee if requested, and shall be at no cost to the employee if such requests are made on a reasonable basis.

c. The County shall provide to the employee written material which contains adverse comments relating to the employee's employment upon placement in the employee's personnel file. If the County fails to provide the employee such written material with adverse comments, a copy will be provided to the employee upon discovery of such failure or upon request of the employee. Within thirty (30) days of the employee's receipt of material containing adverse comments or upon review of his/her personnel file, whichever is earlier, the employee may submit a written rebuttal to the adverse comments that may be present in the file.

d. Formal grievances shall not be filed in the employee's department file.

16.3 AUTOMATIC RESIGNATION

a. If an employee fails to report to his/her worksite, and/or has given no notification to his/her appointing authority or direct supervisor, the employee shall be considered absent without leave. If an employee is absent without leave for ten (10) consecutive workdays, such employee shall be considered to have voluntarily resigned from County service. A notice of automatic resignation shall be sent by certified mail to the employee's last known address. The last known address shall be deemed to be that

address which is within the personnel file of the employee within the department to which he/she is assigned.

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

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

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

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

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

16.4 TRANSFER OF SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY EMPLOYEES (SHRA) EMPLOYEES TO SACRAMENTO COUNTY

a. The purpose of this section is to establish the conditions of employment for those persons at the Sacramento Housing and Redevelopment Agency (SHRA) who elect to transfer to employment with the County of Sacramento effective June 25, 1994.

b. The following persons shall be offered employment as an employee of Sacramento County prior to May 25, 1994. Those employees who accept the offer, unless they withdraw their election to transfer prior to July 25, 1994, shall be given County employment status, effective July 25, 1994 as follows:

<u>Name</u>	<u>Class</u>	<u>Salary Range</u>	<u>Step</u>	<u>Monthly Equiv Full Time Salary</u>	<u>Status</u>
Gookool, Virginia	Account Clerk Level I	A0960	A	1670	prob
Schnaible, Lola	Account Clerk Level II	A1091	D	2198	perm
Ramirez-Galvez, Rose	Typist Clerk Level II	A0950	E	2010	perm
Payne, Valerie	Typist Clerk Level II	A0950	E	2010	perm
Cassin, Remedios	Typist Clerk Level II	A0950	E	2010	perm
Johnson, Elaine	Typist Clerk Level II	A0950	B	1737	perm
Allen, Aretha	Typist Clerk Level II	A0950	E	2010	perm
Pryda, Gail	Account Clerk III	A1179	E	2493	perm

c. For eligible employees other than those placed at Step E of the salary range, the step increase date shall be July 25, 1994, so that employees will be eligible for a salary step increase after twenty-six (26) pay periods of full-time eligible service after July 25, 1994.

d. Eligible employees who elect to transfer to County employment shall be eligible for benefits, in addition to those benefits set forth in the Agreement, as follows:

- (1) Sick leave accruals with SHRA shall be transferred.
- (2) A maximum of eighty (80) hours vacation accruals shall be transferred.

- (3) No other balances shall be transferred from SHRA. Former continuous SHRA service shall be counted as continuous County Service for the purposes of determining vacation accrual rates and maximum vacation accumulation.

Credit for Continuous SHRA service shall be as follows as of July 24, 1994:

<u>Name</u>	<u>Class</u>	<u>Credit for Continuous SHRA Service</u>
Gookool, Virginia	Account Clerk, Level I	0 years, 8 pay periods
Schnaible, Lola	Account Clerk, Level II	5 years, 11 pay periods
Ramirez-Galvez, Rose	Typist Clerk, Level II	10 years, 23 pay periods
Payne, Valerie	Typist Clerk, Level II	9 years, 1 pay period
Locsin, Remedios	Typist Clerk, Level II	7 years, 3 pay periods
Robinson, Elaine	Typist Clerk, Level II	2 years, 23 pay periods
Allen, Aretina	Typist Clerk, Level II	4 years, 22 pay periods
Myda, Gail	Account Clerk III	10 years, 9 pay periods

e. Eligible employees may use accrued vacation and sick leave as soon as it is accrued provided the requirements of Section 9.1 on vacation, and Section 9.2 on sick leave are met.

f. Eligible employees will be covered under the County's medical, dental, life insurances and the Employee Assistance Program pursuant to the respective terms of this Agreement. For medical insurance, provided enrollment is completed and the first day of work is July 25, 1994, coverage will become effective on August 1, 1994. For dental, life insurance, and the Employee Assistance Program, provided enrollment is completed and the first day of work is July 25, 1994, coverage will become effective on August 7, 1994.

g. Eligible employees will become members of the Sacramento County Retirement System, effective July 25, 1994, or their first day of work, whichever occurs later.

h. Seniority:

- (1) For purposes of seniority for layoff, demotion, reemployment, or the operation of any other provisions that are seniority based, and provided the employee's first day of work is July 25, 1994, seniority pursuant to Article XVII of this Agreement shall be as follows:

<u>Name</u>	<u>County Class</u>	<u>Date of Appointment to the Class</u>	<u>Date of Continuous County Service</u>
Gookool, Virginia	Account Clerk, Level I	04-04-94	04-04-94
Schnaible, Lola	Account Clerk, Level II	02-09-91	04-14-86
Ramirez-Galvez, Rose	Typist Clerk, Level II	03-09-85	09-12-83
Payne, Valeria	Typist Clerk, Level II	08-30-86	08-05-85
Lossin, Remedios	Typist Clerk, Level II	06-11-88	06-06-87
Johnson, Elaine	Typist Clerk, Level II	03-02-91	09-04-90
Allen, Aretha	Typist Clerk, Level II	11-02-91	09-16-89
Pyda, Gail	Account Clerk III	12-22-84	03-19-84

- (2) It is understood that if any ties in seniority between employees in the unit and/or the integrating SHRA employees listed in this section are not able to be broken pursuant to the terms of Article XVII of the Agreement, they will be broken by the drawing of lots by the Human Services Administrator at the time of the preparation of any official layoff seniority list by the Human Services Agency. UPE shall be invited to any such drawing and the Director will execute a written determination of seniority, breaking any such ties after such drawing, which shall be final.
- (3) Subsections h.(1) and h.(2) above shall not apply to any employee who withdraws or rescinds his/her election to transfer to the County on or prior to July 25, 1994.
- (4) The parties agree that this seniority provision applies only to the above listed employees and sets no precedent for other employees who may transfer into County service in the future.

16.5 JOINT LABOR-MANAGEMENT COMMITTEE

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

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

16.6 LABOR-MANAGEMENT CHILD CARE COMMITTEE

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

16.7 2005 SALARY SURVEY

In preparation for 2006 negotiations for a successor agreement, the County will conduct a salary survey after July 1, 2005, using the benchmarks and surveyed jurisdictions presented by the County in the 2002 negotiations.

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

DIVISION A

APPLICATION-PURPOSES-RIGHTS

17.1 COUNTY EMPLOYEES ASSIGNED TO THE MEDICAL CENTER COMPLEX

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

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

17.2 PURPOSE

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

17.3 DEFINITIONS AND INTERPRETATIONS

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

- a. Demotion: A change between classes where the maximum salary of the class to which the employee is changed is any amount less than the maximum salary of the class from which the employee is changed. The change is between classes in which the employee holds permanent status.
- b. Former Class: A class in which an employee previously has held permanent status. An employee may have one (1) or more former classes. However, only those classes in which the employee has held permanent status during the current period of continuous service are eligible former classes in respect to a right to demote.
- c. Layoff: The involuntary termination from a class of a permanent or probationary employee without fault on the part of the employee, because of lack of work, lack of funds, or in the interest of economy.

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

17.4 VOLUNTARY REDUCTION IN HOURS

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

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

17.5 VOLUNTARY LEAVE OF ABSENCE WITHOUT PAY

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

17.6 SELECTIVE CERTIFICATION FOR SPECIAL SKILLS

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

17.7 LAYOFF

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

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

c. Prior to the layoff of any probationary or permanent 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.

17.8 RIGHT TO DEMOTE

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

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

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

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

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

17.9 SENIORITY

a. Seniority shall be determined by the date of 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.

17.10 JURISDICTION

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

DIVISION B LAYOFF

17.11 NOTICE OF LAYOFF

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

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

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

17.12 NOTICE TO UPE

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

17.13 GRIEVANCE-ARBITRATION PROCEDURE

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

17.14 GRIEVANCE

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

17.15 TIME, PLACE AND MANNER OF FILING

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

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

calendar days following the alleged violation shall be deemed invalid, null and void and a waiver of the right of the employee to assert his/her claims.

17.16 DELIVERY TO UPE

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

17.17 COMPLAINTS BY UPE

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

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

17.18 ARBITRATION - SCHEDULING

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

17.19 CONSOLIDATION OF PROCEEDINGS

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

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

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

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

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

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

17.20 APPOINTMENT OF ARBITRATOR

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

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

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

17.21 HEARINGS

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

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

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

17.22 QUESTIONS

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

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

17.23 DECISION

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

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing or hearings. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state the reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.
- b. The arbitrator shall not have jurisdiction or authority to order reinstatement, back pay or any other relief for any employee who is identified for layoff in violation of the terms of this article, unless the

employee has been identified in both a timely grievance and a timely complaint.

- c. The arbitrator shall not have jurisdiction or authority to revise the order of layoff as to any employee except to the extent necessary to grant relief to an employee determined to have been assigned an improper order of layoff alleged in both a timely grievance and a timely complaint.
 - d. The arbitrator shall have authority, in the event of a determination that an employee incorrectly identified for layoff in a timely grievance and a timely complaint, to order the reinstatement of such employee with back pay. For each employee so reinstated, the arbitrator shall determine and designate the employee currently working for the County who should have been identified instead, and shall order the layoff of each such employee. The order of layoff shall become effective fourteen (14) calendar days following service of the notice of layoff which results therefrom pursuant to Section 17.11.
 - e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff of fewer personnel than ordered by the County or which otherwise impairs the discretion of the County to determine the number of personnel within each department who will be employed.
- The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit his decision to the application and interpretation of its express provisions.
- g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by those interpretations.
 - h. The decision of the arbitrator shall be final and binding as to all matters within his jurisdiction.

17.24 COSTS

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

DIVISION C REEMPLOYMENT

17.25 ENTITLEMENT

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

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

17.26 TYPE OF POSITION

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

17.27 LIMITED-TERM

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

17.28 DEPARTMENTAL REEMPLOYMENT LISTS

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

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

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

17.29 COUNTY-WIDE REEMPLOYMENT LISTS

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

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

17.30 APPOINTMENT AND CERTIFICATION PRIORITIES

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

- a. A vacancy in a class shall be filled first from the Medical Center transfer eligible lists prescribed in Section 7.7(d) of the Civil Service Rules, as that section existed prior to August 15, 1974. If the vacancy is not filled by appointment from the Medical Center transfer eligible list, then;
 - b. The vacancy shall be filled from that departmental reemployment list for the class in which the vacancy exists and for the department in which the vacancy exists. Persons shall be appointed to vacancies in the order of the list.
 - (1) One (1) person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.
 - (2) A person to whom an appointment is intended to be offered may be contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless

the person has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to the person's last known address, and the person has failed to accept the appointment in writing within five (5) calendar days following the date of mailing of the notice.

- c. No persons shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name shall be certified for vacancy in excess of one (1).
 - (1) For each person who declines an offer of appointment, an additional name shall be certified.
 - (2) A person on the County-wide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as is specified in Section 17.30-b.(2).
 - (3) If there are fewer than three (3) names on the County-wide reemployment list, a rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

17.31 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS

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

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

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

17.32 REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS

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

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

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

17.33 EFFECT OF REEMPLOYMENT

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.

17.34 SERVICE OF REEMPLOYMENT LISTS

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

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

17.35 GRIEVANCE-ARBITRATION PROCEDURE

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

17.36 EXISTENCE, ORDER AND CONTENTS OF REEMPLOYMENT LISTS

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

b. No later than twenty (20) calendar days following each service of reemployment lists upon UPE, UPE shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list required by this article, has established a reemployment list prohibited by this article, the order of personnel contained on any one (1) or more of the lists violates the provisions of Sections 17.23, 17.24, 17.25, 17.26, 17.27, or 17.28, that personnel have been placed on a list in violation of said sections, or that personnel have been omitted from the lists in violation of said sections.

c. The grievance shall specifically identify:

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

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

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

17.37 OTHER MATTERS

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

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

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

17.38 PRE-ARBITRATION HEARING

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

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

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

17.39 REQUEST FOR ARBITRATION

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

a. The request for arbitration shall be in writing, and shall be filed with the Office of Labor Relations not later than seven (7) calendar days after mailing of the decision of the County Executive or his/her designee. If UPE fails to file a request for arbitration within the time required, the decision by the County Executive or his/her designee shall be deemed final, binding and conclusive upon all issues determined therein.

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

17.40 ARBITRATION SCHEDULING

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

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

17.41 DECISION

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

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

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

e. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators and subsequent arbitrators shall be bound by the interpretations by prior arbitrators of the terms of this article.

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

17.42 COSTS

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

DIVISION D MISCELLANEOUS

17.43 WITNESSES

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

17.44 SICK LEAVE BALANCE REINSTATEMENT

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

ARTICLE XVIII DISCIPLINE AND DISCHARGE

18.1 PURPOSE

It is the intent of the parties that the provisions of this article effective August 25, 1991, shall substitute for any and all appeal procedures provided by the Civil Service Commission relating to the discipline, as defined in Section 18.2 below, of employees in a class included in the Office-Technical Unit.

18.2 DEFINITION

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

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

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

- a. Fraud in securing appointment.
- b. Incompetency.
- c. Inefficiency.
- d. Inexcusable neglect of duty.

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

18.6 CAUSES FOR PERSONNEL ACTION DUE TO PHYSICAL OR MENTAL DISABILITY

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

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

c. The order shall be approved as to form by the County Counsel 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 of Labor Relations, 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 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 and no other remedy.

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. Effective January 1, 2001, Court employee disciplinary appeals shall be processed pursuant to Section 18.19.

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 APPOINTMENT OF ARBITRATOR

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

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

18.10 AMENDED OR SUPPLEMENTAL ORDER

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

18.11 DISCOVERY

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

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

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

limited disclosure is necessary, the arbitrator may impose conditions upon the use or disclosure of the item by the requesting party. If the arbitrator determines that the material requested is subject to an evidentiary privilege, the decision regarding disclosure of the matter shall be strictly governed by the provisions of the Evidence Code.

c. Procedure for discovery:

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

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

18.12 TIMING AND CONDUCT OF HEARING

- a. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing may be a private or public hearing as determined by the employee.
- b. The employee may be represented by UPE; or, if the employee chooses not to be represented by UPE, 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. UPE shall have the right to attend the hearing if UPE 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.

18.13 SUBPOENAS

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

18.14 DECISION

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

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

18.15 FINALITY OF DECISION

The decision of the arbitrator shall be final and binding.

18.16 COSTS

The fees and expenses of the arbitrator, the court reporter, and the transcript, if any, shall be shared equally by the parties identified in Section 18.9-a.

18.17 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 article. The employee and UPE agree that the number of witnesses requested to attend and their scheduling shall be reasonable.

18.18 EXPEDITED ARBITRATION

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

18.19 SACRAMENTO SUPERIOR COURT EMPLOYMENT CONDITIONS

Effective January 1, 2001, the following employment conditions shall govern Sacramento Superior Court:

- a. All new hires shall be subject to a one (1) year probationary period and all promotions after January 1, 2001, shall be subject to a six-month probationary period.
- b. Disciplinary actions may be appealed through a procedure that concludes with final and binding arbitration, without the right to appeal to court. The parties agree to meet and confer regarding the appeal procedure.

**ARTICLE XIX
TERM**

19.1 TERM

This Agreement supercedes the 2000-03 Agreement and shall remain in full force and effect from October 20, 2002, to and including June 30, 2006.

DATE: _____

UNITED PUBLIC EMPLOYEES,
LOCAL #1

COUNTY OF SACRAMENTO

BY: _____
Sandra Poole
Executive Director

BY: _____
Steve Lakich
Director of Labor Relations

Steven Wolfanger

Michael Murphy
Labor Relations Officer

Henry Clark, Jr.

Sue Murray
Labor Relations Officer

Debb Burroughs

Georgia Cochran

Dennis Kulik

Dennis Batchelder

Margaret Hocum

Earl Evans

William Drips

Craig Uchida

UNITED PUBLIC EMPLOYEES,
LOCAL #1

COUNTY OF SACRAMENTO

Marcia Parlante

Linda Eto

Mechele Dews

Bronda Silva

Thom Domasky

Alice Nicholson

Christy Manley

Sandra Faria

**2001-06 OPERATIONS & MAINTENANCE UNIT AGREEMENT
CONTRACT IMPLEMENTATION SCHEDULE**

Summary	Effective Date	Responsibility for Implementation
<p><u>Article VI: Overtime Hours of Work</u></p> <p>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)</p> <p>Also establishes a Joint Labor-Management Committee to discuss and make recommendations to the Director of Airports regarding its implementation</p>	<p>Date of implementation is at the discretion of the Director of Airports</p>	<ul style="list-style-type: none"> • Personnel Actions • COMPASS Team • Department of Airports
<p><u>Article VII: Salaries</u></p> <p>implements a 3% general salary increase for all classes in the unit. (Section 7.1-a.)</p> <p>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.)</p> <p>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.)</p> <p>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.)</p> <p>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-e.)</p>	<p>6/17/01</p> <p>6/30/02</p> <p>6/29/03</p> <p>6/27/04</p> <p>6/26/05</p>	<ul style="list-style-type: none"> • Personnel Actions • COMPASS Team

Summary	Effective Date	Responsibility for Implementation
<p>Article VII: Salaries (Continued)</p> <p>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)</p>	6/17/01	<ul style="list-style-type: none"> • Personnel Actions • COMPASS Team • Department of General Services
<p>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)</p>	6/17/01	<ul style="list-style-type: none"> • Personnel Actions • COMPASS Team • Affected Departments
<p>Adds classification of Highway Maintenance Worker to those eligible to receive the Pesticide Spray Applicators Certification/License. (Section 7.22)</p>	6/17/01	<ul style="list-style-type: none"> • Personnel Actions • COMPASS Team • Affected Departments
<p>Implements a 5% differential (replaces a 1.25% differential) for employees assigned to Sacramento Mental Health Treatment Center. (Section 7.23)</p>	6/17/01	<ul style="list-style-type: none"> • Personnel Actions • COMPASS Team

Summary	Effective Date	Responsibility for Implementation
<p><u>Article X: Health and Welfare</u></p> <p>Retains the Kaiser tie for the unit for determining the County's contribution. (Section 10.1)</p> <p>Increases co-pay to \$10.00. (Section 10.1)</p> <p>Implements language to increase the co-pay if necessary. (Section 10.1)</p>	<p>6/17/01</p> <p>1/1/02</p> <p>1/1/05</p>	<ul style="list-style-type: none"> ● Personnel Actions ● Department of Benefits ● Office of Labor Relations
<p><u>Article XI: Retirement Plan</u></p> <p>implements second safety retirement tier for unit. (Section 11.4)</p> <p>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)</p> <p>Language also provides for a reduction of 3% in a CPI increase to offset the increased retirement costs for miscellaneous members. (Section 11.5)</p>	<p>6/17/01</p> <p>6/27/04 (or sooner)</p>	<ul style="list-style-type: none"> ● Personnel Actions ● County Retirement Office ● COMPASS Team
<p><u>Article XII: Allowances and Reimbursements</u></p> <p>Implements a reimbursement process for the purchase of uniforms rather than a semi-annual allowance. (Section 12.1-a.)</p> <p>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)</p>	<p>7/1/01</p> <p>As soon as administratively possible</p>	<ul style="list-style-type: none"> ● All Departments ● Finance Department ● Department of Airports ● Department of General Services ● Finance Department

Summary	Effective Date	Responsibility for Implementation
<p><u>Article XIII: Safety and Health</u></p> <p>Implements a reimbursement program of \$200/year rather than a semi-annual allowance when requiring safety boots for employees. (Section 13.4)</p> <p>Implements an increase in the reimbursement from \$200/year to \$225/year. (Section 13.4)</p> <p>Implements an increase in the reimbursement from \$225/year to \$250/year. (Section 13.4)</p> <p>Provides safety shoes/boots to Custodians (no contract revisions is necessary) (Section 13.4)</p>	<p>7/1/01</p> <p>7/1/02</p> <p>7/1/04</p> <p>As soon as administratively possible</p>	<ul style="list-style-type: none"> • All Departments • Finance Department • Department of Airports • Department of General Services • Finance Department
<p><u>Article XV: Miscellaneous</u></p> <p>Eliminate the AWOL Discipline for Waste Management and Recycling employees, establishing provision as a department policy. (Section 15.5)</p>	<p>6/17/01</p>	<ul style="list-style-type: none"> • Office of Labor Relations • Department of Waste Management and Recycling
<p><u>Article XVIII: Operations Closure</u></p> <p>Deletes Article XVIII: (Operations Closure).</p>	<p>6/17/01</p>	<ul style="list-style-type: none"> • Office of Labor Relations

Summary	Effective Date	Responsibility for Implementation
<p>Article XIX: Term</p> <p>Five-year agreement. (Section 19.1)</p>	<p>6/17/01 – 6/30/06</p>	<ul style="list-style-type: none"> • Office of Labor Relations • All Departments
<p>Letter of Understanding – Welding Certificate Grandfather Clause for Park Maintenance Mechanics</p> <p>Grandfathers the three Park Maintenance Mechanics listed under the 5% welder's differential.</p>	<p>6/17/01</p>	<ul style="list-style-type: none"> • Personnel Actions • COMPASS Team • Department of Regional Parks and Recreation
<p>Letter of Understanding – EMT Certification Training</p> <p>Fire Operations Workers shall receive training for EMT certification on County time on the day shift only and without payment of overtime.</p>	<p>8/10/01</p>	<ul style="list-style-type: none"> • Department of Airports

**COUNTY OF SACRAMENTO
CALIFORNIA**

For Agenda of: February 5, 2002

To: Board of Supervisors
From: Director of Labor Relations
Subject: **ADDENDA TO LABOR AGREEMENTS - DOMESTIC PARTNERS**
Contact: Steve Lakich, Director of Labor Relations, 874-7095

Overview

These addenda will bring the labor agreements into compliance with Assembly Bill 25 by including the domestic partner of an employee and the domestic partner's child in the family sick leave provisions.

Recommendation

Approve the attached resolution authorizing implementation of the attached addenda.

Fiscal Impact

None

Background:

Effective January 1, 2002, Assembly Bill 25 (AB25) expanded the rights and privileges of California domestic partners in several areas. The right to use sick leave to attend to the illness of a domestic partner or the domestic partner's child is the one area that impacts operations for all departments. AB25 defines domestic partners as partnerships of the same sex, or persons of the opposite sex if one is at least 62 years old and eligible for "old age" Social Security benefits.

Discussion:

In compliance with AB25, the proposed addenda revise the family sick leave provisions of the labor agreements to include the domestic partner of an employee and the domestic partner's child. Family sick leave will be applied to these individuals in the same manner as family sick leave has been applied in the past. Proof of registration of the partnership will not be required.

Addenda to Labor Agreements - Domestic Partners

February 5, 2002

Page 2

As stated in current and previous legislation, the amount of family sick leave an employee can use is to be not less than the sick leave that would be accrued during six months at the employee's rate of entitlement. Based upon that requirement, the minimum amount would be approximately 7.5 days annually for the County. However, the appointing authority has the discretion to decide the amount of accumulated sick leave an employee could use, on a case-by-case basis, which may be greater than 7.5 days annually.

Respectfully submitted,

Approval recommended,

STEVE LAKICH
Director of Labor Relations

TERRY SCHUTTEN
County Executive

Attachments

cc: Agency Administrators and Department Heads
Human Resources Managers
Recognized Employee Organizations
Chief Negotiators

RESOLUTION NO. _____

BE IT RESOLVED THAT the attached addenda are hereby approved. These addenda will bring the Agreements with the Recognized Employee Organizations into compliance with Assembly Bill 25 by including domestic partners and the child of a domestic partner in the family sick leave provisions.

On motion of Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors, of the County of Sacramento, this _____ day of _____, 2002, by the following vote:

AYES: SUPERVISORS _____
NOES: SUPERVISORS _____
ABSENT: SUPERVISORS _____

Chairperson, Board of Supervisors

Clerk of the Board of Supervisors

**ADDENDUM #1
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:

9.3 SICK LEAVE

Change Subsection b.(3) to read:

- (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, grandparent, domestic partner (as defined by Section 297 of the California Family Code), or domestic partner's child. Additionally, under this subsection, an eligible family member is any other close relative or child who resides with the employee.
 - (b) To transport an eligible family member to and from a local hospital for medical treatment or operation, including childbirth.
 - (c) To attend, at any location, during serious medical treatment or operation, including childbirth, performed upon an eligible family member.

						41,948	44,036	46,228	Annually
1648	7	27956	Electronics Technician			21.03	22.08	23.18	Hourly
						1,682.40	1,766.40	1,854.40	Biweekly
						3,659	3,842	4,033	Monthly
						43,911	46,103	48,400	Annually
1651	5	28040	Highway Maint Equipment Operator	19.12	20.08	21.08	22.13	23.24	Hourly
		27641	Sr Bridge Maintenance Wkr	#####	#####	1,686.40	1,770.40	1,859.20	Biweekly
				3,327	3,494	3,668	3,851	4,044	Monthly
				39,923	41,927	44,015	46,207	48,525	Annually

EXHIBIT "B"

County of Sacramento
Operations Maintenance Unit
Salary Range Table

June 30, 2002 through June 28, 2003

Range	Entry Step	Class Code	Class Title	Step 5	Step 6	Step 7	Step 8	Step 9	
1654	7	28037	Helicopter Mechanic			21.12	22.18	23.29	Hourly
						1,689.60	1,774.40	1,863.20	Biweekly
						3,675	3,859	4,052	Monthly
						44,099	46,312	48,630	Annually
1671	5	27563	Automotive Mechanic Rng B	19.35	20.32	21.34	22.41	23.53	Hourly
				#####	#####	1,707.20	1,792.80	1,882.40	Biweekly
				3,367	3,536	3,713	3,899	4,094	Monthly
				40,403	42,428	44,558	46,792	49,131	Annually
1736	7	27935	Equipment Mechanic			22.17	23.28	24.44	Hourly
						1,773.60	1,862.40	1,955.20	Biweekly
						3,858	4,051	4,253	Monthly
						46,291	48,609	51,031	Annually
1757	7	28519	Sr Traffic Signal Lighting Technician		21.36	22.43	23.55	24.73	Hourly
				#####		1,794.40	1,884.00	1,978.40	Biweekly

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

Date: _____

Stationary Engineers, Local 39

County of Sacramento

Jerry Kalmar
Business Manager/Secretary

John Lewis
Business Representative

John Bertke
Business Representative

**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 memorandum shall remain in full force and effect to and including June 30, 2006.

Date: _____

Stationary Engineers, Local 39

County of Sacramento

Jerry Kalmar
Business Manager-Secretary

Steve Lakich
Director of Labor Relations

John Lewis
Business Representative

- (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

County of Sacramento

Jerry Kalmar
Business Manager-Secretary

Steve Lakich
Director of Labor Relations

John Lewis
Business Representative

**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.

EXHIBIT "B"

County of Sacramento
Operations Maintenance Unit
Salary Range Table

June 30, 2002 through June 28, 2003

Range	Entry Step	Class Code	Class Title	Step 5	Step 6	Step 7	Step 8	Step 9	
756	5	28281	Park Maintenance Aide	8.76	9.20	9.66	10.14	10.65	Hourly
				700.80	736.00	772.80	811.20	852.00	Biweekly
				1,524	1,601	1,681	1,764	1,853	Monthly
				18,291	19,210	20,170	21,172	22,237	Annually
765	5	28298	Park Ranger Assistant	8.85	9.29	9.75	10.24	10.75	Hourly
				708.00	743.20	780.00	819.20	860.00	Biweekly
				1,540	1,616	1,697	1,782	1,871	Monthly
				18,479	19,398	20,358	21,381	22,446	Annually
916	5	27803	Custodian Lv 1	10.61	11.14	11.70	12.29	12.90	Hourly
		28145	Maintenance Helper	848.80	891.20	936.00	983.20	1,032.00	Biweekly
				1,846	1,938	2,036	2,138	2,245	Monthly
				22,154	23,260	24,430	25,662	26,935	Annually
935	5	28171	Motor Vehicle Operator	10.83	11.37	11.94	12.54	13.17	Hourly
				866.40	909.60	955.20	1,003.20	1,053.60	Biweekly
				1,884	1,978	2,078	2,182	2,292	Monthly
				22,613	23,741	24,931	26,184	27,499	Annually
951	5	27645	Building Security Attendant	11.01	11.56	12.14	12.75	13.39	Hourly
				880.80	924.80	971.20	1,020.00	1,071.20	Biweekly
				1,916	2,011	2,112	2,219	2,330	Monthly
				22,989	24,137	25,348	26,622	27,958	Annually

EXHIBIT "B"

County of Sacramento
Operations Maintenance Unit

Salary Range Table

June 30, 2002 through June 28, 2003

Range	Entry Step	Class Code	Class Title	Step 5	Step 6	Step 7	Step 8	Step 9	
970	5	27805	Custodian LV2	11.24	11.80	12.39	13.01	13.66	Hourly
				899.20	944.00	991.20	1,040.80	1,092.80	Biweekly
				1,956	2,053	2,156	2,264	2,377	Monthly
				23,469	24,638	25,870	27,165	28,522	Annually
1034	5	28274	Parking Lot Attendant	11.97	12.57	13.20	13.86	14.55	Hourly
		28364	Stock Clerk	957.60	#####	1,056.00	1,108.80	1,164.00	Biweekly
		28498	Trades Maint Wkr Trainee (Gr Sep)	2,063	2,187	2,297	2,412	2,532	Monthly
				24,993	26,246	27,562	28,940	30,380	Annually
1057	5	28172	Maintenance Wkr	12.24	12.85	13.49	14.16	14.87	Hourly
		28532	Tree Trimmer Trainee	979.20	#####	1,079.20	1,132.80	1,189.60	Biweekly
				2,130	2,236	2,347	2,464	2,587	Monthly
				25,557	26,831	28,167	29,566	31,049	Annually
1086	5	27992	Fire Operations Wkr Trainee Cod	12.57	13.20	13.86	14.55	15.28	Hourly
		27993	Fire Operations Wkr Trainee JTPA	#####	#####	1,108.80	1,164.00	1,222.40	Biweekly
				2,187	2,297	2,412	2,532	2,659	Monthly
				26,246	27,562	28,940	30,380	31,905	Annually
1097	5	28468	Storekeeper 1	12.71	13.35	14.02	14.72	15.46	Hourly
				#####	#####	1,121.60	1,177.60	1,236.80	Biweekly
				2,212	2,323	2,439	2,561	2,690	Monthly
				26,358	27,875	29,274	30,735	32,280	Annually

County of Sacramento
 Operations Maintenance Unit
 Salary Range Table

June 30, 2002 through June 28, 2003

EXHIBIT "B"

				3,717	3,903	4,098	4,303	Monthly
				44,600	46,384	49,172	51,636	Annually
1794	5	28530	Telecommunications Technician Lv 1	20.77	21.31	22.90	24.05	25.25 Hourly
		28526	Telephony Systems Technician Lv 1	#####	#####	1,832.00	1,924.00	2,020.00 Biweekly
				3,614	3,795	3,985	4,185	4,394 Monthly
				43,368	45,539	47,815	50,216	52,722 Annually

EXHIBIT "B"

**County of Sacramento
Operations Maintenance Unit
Salary Range Table**

June 30, 2002 through June 28, 2003

Range	Entry Step	Class Code	Class Title	Step 5	Step 6	Step 7	Step 8	Step 9
1973	5	28531	Telecommunications Technician Lv 2	22.85	23.99	25.19	26.45	27.77 Hourly
		28527	Telephony Systems Technician Lv 2	#####	#####	2,015.20	2,116.00	2,221.60 Biweekly
				3,976	4,174	4,383	4,602	4,832 Monthly
				47,711	50,091	52,597	55,228	57,984 Annually