

**AGREEMENT**

**BETWEEN**

**COUNTY OF SACRAMENTO**

**AND**

**UNION OF AMERICAN PHYSICIANS AND DENTISTS**

**TERM DATE: JULY 1, 2025-JUNE 30, 2028**

## Table of Contents

<b>PURPOSE.....</b>	<b>1</b>
<b>JOINT LABOR-MANAGEMENT COMMITTEE .....</b>	<b>1</b>
<b>ARTICLE I – RECOGNITION AND COVERAGE .....</b>	<b>1</b>
1.1    RECOGNITION.....	1
1.2    COVERAGE OF EMPLOYEES .....	1
1.3    DEFINITIONS .....	2
<b>ARTICLE II – UNION RIGHTS .....</b>	<b>2</b>
2.1    UNION SECURITY .....	2
2.2    UNION NOTICES AND MEETINGS .....	3
2.3    UNION REPRESENTATIVES.....	3
2.4    FAIR AND EQUAL REPRESENTATION.....	4
<b>ARTICLE III – COUNTY RIGHTS.....</b>	<b>4</b>
3.1    COUNTY RIGHTS .....	4
<b>ARTICLE IV – GENERAL PROVISIONS.....</b>	<b>4</b>
4.1    NON-DISCRIMINATION .....	4
4.2    STRIKES AND LOCKOUTS .....	4
4.3    SAVINGS CLAUSE.....	5
<b>ARTICLE V – GRIEVANCE PROCEDURE .....</b>	<b>5</b>
5.1    PURPOSE OF EMPLOYEE AND UAPD GRIEVANCE POLICY .....	5
5.2    DEFINITIONS APPLICABLE .....	5
5.3    GENERAL PROVISIONS .....	6
5.4    GRIEVANCE POLICY.....	6
5.5    FORMAL GRIEVANCE.....	7
5.6    PROCEDURE FOR DISCOVERY .....	11
<b>ARTICLE VI – HOURS OF WORK AND OVERTIME.....</b>	<b>12</b>
6.1    DOCTORS' TIME .....	12
6.2    MEAL PERIODS .....	12
6.3    WORK SCHEDULES.....	12
6.4    PART-TIME EMPLOYMENT .....	12
6.5    PART-TIME EMPLOYMENT BENEFITS.....	13
6.6    GEOGRAPHICAL DISPLACEMENT .....	13

6.7	9/80 WORK SCHEDULES.....	13
6.8	TWELVE-HOUR WORK SCHEDULES.....	14
6.9	4/10 WORK SCHEDULES.....	15
<b>ARTICLE VII – SALARIES.....</b>		<b>15</b>
7.1	SALARY INCREASES.....	16
7.2	MARKET ADJUSTMENTS.....	16
7.3	CRITERIA FOR DENTIST APPOINTMENTS.....	16
7.4	CRITERIA FOR PHYSICIAN APPOINTMENTS.....	16
7.5	DEFERRED COMPENSATION.....	17
7.6	SALARY STEP INCREASES.....	17
7.7	CORRECTION OF PAYROLL ERRORS.....	18
7.8	STANDBY PAY.....	19
7.9	SALARY ADMINISTRATION.....	20
7.10	DEFERRED COMPENSATION - TEMPORARY EMPLOYEES.....	23
7.11	DIFFERENTIAL FOR SPECIALTY, CORRECTIONAL FACILITY, OR FORENSIC AREAS.....	23
7.12	LEAD DENTIST/PHYSICIAN.....	23
7.13	BILINGUAL PAY.....	24
7.14	SHIFT DIFFERENTIALS.....	24
7.15	LONGEVITY.....	24
7.16	RECRUITMENT AND RETENTION.....	24
<b>ARTICLE VIII – HOLIDAYS.....</b>		<b>25</b>
8.1	HOLIDAYS.....	25
8.2	HOLIDAY WHILE ON VACATION.....	26
<b>ARTICLE IX – LEAVES.....</b>		<b>26</b>
9.1	VACATION LEAVE WITH PAY.....	26
9.2	VACATION USE.....	27
9.3	SICK LEAVE.....	27
9.4	SICK LEAVE USE.....	27
9.5	SICK LEAVE WHILE ON VACATION.....	28
9.6	WELLNESS/SICK LEAVE INCENTIVE PROGRAM.....	29
9.7	LEAVES OF ABSENCE.....	29
9.8	ACCRUED RIGHTS.....	29
9.9	JURY DUTY.....	30

9.10	BEREAVEMENT LEAVE .....	30
9.11	MILITARY LEAVE .....	31
9.12	DISABILITY LEAVE .....	31
9.13	CONTINUING EDUCATION TIME .....	31
9.14	ASSIGNMENT OF LEAVE FOR CATASTROPHIC ILLNESS AND OTHER PURPOSES .....	32
9.15	PARENTAL LEAVE.....	32
9.16	COUNTY EMPLOYEES AS VOLUNTEER POLL WORKERS PROGRAM.....	32
<b>ARTICLE X – HEALTH AND WELFARE.....</b>		<b>33</b>
10.1	GENERAL PROVISIONS .....	33
10.2	MEDICAL INSURANCE AND HEALTH PLANS .....	34
10.3	RETIREE HEALTH SAVINGS PLAN.....	35
10.4	DENTAL PLAN.....	35
10.5	LIFE INSURANCE .....	35
10.6	EMPLOYEE ASSISTANCE PROGRAM.....	36
10.7	FLEXIBLE SPENDING ACCOUNTS .....	36
10.8	STATE DISABILITY INSURANCE .....	36
<b>ARTICLE XI – RETIREMENT PLAN.....</b>		<b>36</b>
11.1	RETIREMENT TIERS & CONTRIBUTION .....	37
11.2	SICK LEAVE COMPENSATION.....	37
11.3	RETIREMENT REOPENER .....	37
11.4	DEFERRED COMPENSATION.....	37
<b>ARTICLE XII – MEDICAL/DENTAL PRACTICE ACT .....</b>		<b>38</b>
12.1	MEDICAL/DENTAL PRACTICE ACT .....	38
12.2	PATIENT COMPLAINTS.....	38
<b>ARTICLE XIII – MEDICAL ADVISORY COMMITTEE .....</b>		<b>39</b>
13.1	RECOGNITION.....	39
13.2	RESPONSIBILITIES .....	39
13.3	ATTENDANCE AT MEDICAL ADVISORY COMMITTEE MEETINGS .....	39
13.4	SPECIAL ATTENDANCE .....	39
<b>ARTICLE XIV – REIMBURSEMENTS .....</b>		<b>40</b>
14.1	MILEAGE REIMBURSEMENT .....	40

14.2 TRANSIT PASS .....40

14.3 PROFESSIONAL REIMBURSEMENT .....40

14.4 LICENSING AND CERTIFICATION FEES .....40

14.5 UNIFORM ALLOWANCE.....40

14.6 DAMAGED/LOST PROPERTY.....41

**ARTICLE XV – MISCELLANEOUS .....41**

15.1 COPIES OF AGREEMENT.....41

15.2 LIST OF EMPLOYEES .....41

15.3 PERSONNEL FILE .....42

15.4 REINSTATEMENT.....42

15.5 HOME ADDRESSES .....42

15.6 CONTRACTING FOR SERVICES.....42

15.7 SAFETY .....42

**ARTICLE XVI – SENIORITY AND LAYOFFS .....43**

16.1 LAYOFF .....43

**ARTICLE XVII – CLOSURE OF COUNTY FACILITIES TO ACHIEVE COST REDUCTIONS .....43**

17.1 FACILITIES CLOSURE.....43

17.2 EMPLOYEES ACCRUE DEFERRED HOURS .....43

17.3 EMPLOYEES EXEMPT FROM DEFERRED HOURS .....44

17.4 PAID IF REQUIRED TO WORK .....44

17.5 BENEFITS.....44

17.6 HOLIDAYS .....45

17.7 TREATMENT OF DEFERRED HOURS AT THE END OF THE FISCAL YEAR.....45

17.8 TERMINATING EMPLOYEES.....45

17.9 ATTACHMENT “A” .....45

**ARTICLE XVIII – TERM.....46**

18.1 TERM .....46

**ATTACHMENT “A” .....47**

**ATTACHMENT “A” (Continued).....48**

**EXHIBIT “A”**  
**EXHIBIT “B”**

## **PURPOSE**

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

## **JOINT LABOR-MANAGEMENT COMMITTEE**

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

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

## **ARTICLE I – RECOGNITION AND COVERAGE**

### **1.1 RECOGNITION**

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

### **1.2 COVERAGE OF EMPLOYEES**

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

Associate Physician (5136)

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

### 1.3 DEFINITIONS

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

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

## ARTICLE II – UNION RIGHTS

### 2.1 UNION SECURITY

a. It is the intent of this section to provide for payroll deductions of UAPD members to be deducted from their warrants insofar as permitted by law. Union shall provide the County with a list of employees for whom membership dues should be deducted from the paycheck. Union shall provide the County with any subsequent modifications to that list. The County shall initiate deductions in accordance with the information provided by UAPD.

- b. (1) The written authorization for UAPD dues deductions shall remain in full force and effect, during the life of this Agreement between the County and UAPD, unless canceled in writing.
- (2) The written authorization for approved insurance and benefit programs and the amount of dues deducted from the UAPD members' warrants shall be changed by the County upon written request of UAPD.
- (3) UAPD agrees to indemnify, defend and hold the County harmless against any claims made of any nature and against any suit instituted against the County arising from its check-off for the dues, insurance or benefit programs of UAPD.

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

insurance, except for accidental death and dismemberment, is competitive and duplicative of County-offered programs.

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

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

## **2.2 UNION NOTICES AND MEETINGS**

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

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

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

d. Duly authorized representatives of the Union shall be permitted, at all times that employees in the unit it represents are working, to enter the facilities operated by the County for the purpose of transacting Union business and to observe conditions under which BU27 employees are employed and carry out their responsibilities; provided, however, that the Union's representative shall, upon arrival at the facility, notify the appropriate facility manager of the intent to apply this paragraph. The Union representative shall advise the manager of the areas that he/she wishes to visit. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated.

## **2.3 UNION REPRESENTATIVES**

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

## **2.4 FAIR AND EQUAL REPRESENTATION**

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

## **ARTICLE III – COUNTY RIGHTS**

### **3.1 COUNTY RIGHTS**

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

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

## **ARTICLE IV – GENERAL PROVISIONS**

### **4.1 NON-DISCRIMINATION**

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

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

### **4.2 STRIKES AND LOCKOUTS**

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

b. The UAPD agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes (including economic strikes, sympathy strikes, and unfair labor practice strikes), work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the County. In the event that the UAPD members participate in such activities in violation of this provision, the UAPD shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the County. Nothing in this Section is intended to prohibit lawful strikes outside the term of the contract.

### **4.3 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 PROCEDURE**

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

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

b. The purposes of this policy are:

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

### **5.2 DEFINITIONS APPLICABLE**

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

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

### **5.3 GENERAL PROVISIONS**

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

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

c. An employee may present a grievance while on duty. An employee while on duty may present another employee's grievance. The use of County time for this purpose shall be reasonable. The appointing authority shall determine what constitutes reasonable time. The County Executive may issue general instructions on what constitutes reasonable time. In the event the grievance is not appealed to the next step as prescribed by this procedure, absent good cause, the grievance shall be deemed to be withdrawn.

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

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

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

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

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

### **5.4 GRIEVANCE POLICY**

Informal Grievance - Discussion with Immediate Supervisor:

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

## 5.5 FORMAL GRIEVANCE

- a. Step 1:
  - (1) If an informal grievance is not resolved to the employee's satisfaction within five (5) workdays, the employee may initiate a formal grievance. If a formal grievance pertains to a particular action, it must be initiated in a timely manner. A formal grievance may be initiated by completing a grievance appeals form and filing it with the person designated by the appointing authority as the first level of appeal. The first level of appeal may be the appointing authority. The grievance appeal form and instructions relating to its use shall be provided by the County Executive.
  - (2) Within five (5) workdays after the filing, the person designated as the first level of appeal shall schedule a grievance meeting with the employee who may be represented by UAPD. Within ten (10) workdays after the grievance meeting, the written decision will be made and given to the employee, UAPD, and the immediate supervisor.
- b. Step 2:
  - (1) If the employee is not satisfied with the decision rendered in Step 1, the employee may appeal the grievance within five (5) workdays to the appointing authority or designated representative. If the appointing authority is the first level of appeal, the employee may bypass Step 2.
  - (2) Within five (5) workdays after the filing, the appointing authority or designated representative shall schedule a grievance meeting with the employee who may be represented by UAPD. Within ten (10) workdays after the grievance meeting, the written decision will be made and given to the employee and UAPD.
- c. Step 3:

- (1) The Step 3 appeal shall be considered a formal request for a meeting and a written decision by the County Executive or his/her designee. The meeting should be held within twenty (20) working days from receipt of the appeal to Step 3.
- (2) The County and UAPD agree to make every effort to schedule Step 3 grievance meetings twice a month. The intent of the parties is to hear all grievances within forty (40) working days of the appeal.
- (3) There shall be two (2) tracks to solve the grievance at Step 3. UAPD shall reserve the right to choose either:
  - (a) mediation as described in 5.5-c.(4).; or
  - (b) third step appeal as described in Subsection 5.5-c.(5).
- (4) Mediation:
  - (a) Grievances appealed to Step 3 may be submitted by UAPD to mediation. Mediation shall take place on the first and third Tuesday of each calendar month. Subsequent days for mediation will be scheduled, if necessary. The parties agree to mutually select a panel of mediators. If the parties are unable to select a panel of mediators, they shall utilize the State Mediation and Conciliation Service.
  - (b) Under no case shall the adjustment or resolution of the grievance at this level exceed forty (40) working days from the date of their appeal to Step 3, unless extended by mutual agreement of the parties.
  - (c) Mediators who have been selected by the parties to mediate grievance disputes will be scheduled on a rotating and available basis.
  - (d) The parties agree to meet annually in May to review the mediators listed above. The list of mediators for the subsequent year shall be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until such time as a new list is agreed to or the State Mediation and Conciliation Service are utilized.
  - (e) All costs of the mediator, if any, shall be borne equally by the parties. No party shall purposely withhold information at this level but shall disclose all information relevant to the grievance for consideration by the other party.

- (f) Mediation Procedures. The mediation procedure shall be entirely informal in nature. However, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the proceeding, both by stating their views and by asking questions of the other participants at the mediation hearing.
- (g) The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one (1) party. If settlement is not possible, the mediator shall provide the parties with an immediate bench opinion, based on the stated grievance and the Collective Bargaining Agreement. That opinion would not be final or binding, but would be advisory. It would be delivered orally and would be accompanied by a statement of the reasons for the mediator's opinion. The advisory opinion may be used as the basis for further settlement discussions or for withdrawal or granting of the grievance. Neither attorneys nor court reporters or any other type of note taker shall be allowed to be present at the proceedings.
- (h) If the parties agree to be bound by a mediator's recommendation, the subsequent agreement shall be reduced to writing and signed by the parties.

(5) Hearing and Response - Step 3:

- (a) If the UAPD grievant chooses not to utilize mediation and is not satisfied with the decision rendered pursuant to Step 2, the employee may appeal the decision within five (5) workdays to the County Executive. The employee may be represented by a UAPD representative.
- (b) The County Executive or his/her designated representative shall respond in writing within ten (10) workdays to the grievant. If the County Executive or their designated representative determines it is desirable to hold a meeting regarding the grievance, the County Executive or their representative shall respond to the grievance within thirty (30) workdays from the

date the grievance was appeal to Step 3 unless extended by mutual agreement of the parties.

d. Step 4:

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

(2) Selection of Arbitrator:

(a) An impartial arbitrator shall be selected jointly by the parties within fourteen (14) calendar days of receipt of the written demand.

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

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

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

(3) Decision:

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

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

(4) Costs:

(a) The fees and expenses of the arbitrator shall be shared equally by the County and UAPD.

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

(5) Witnesses: The County agrees that an employee shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this Agreement. UAPD agrees that the number of witnesses requested to attend, and their scheduling shall be reasonable.

## 5.6 PROCEDURE FOR DISCOVERY

a. 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, unless mutually agreed to extend, for such hearing, any party may personally serve a written request upon the responding party, or representative of record, for information that is necessary and relevant to prosecution of the Grievance as defined in Government Code 3500 et. seq.

b. 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, unless mutually agreed to extend, 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.

c. Response: Within twenty (20) calendar days of receiving the request mentioned in (a) and (b) above, unless mutually agreed to extend, 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.

d. 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.

e. 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 (d) above after such negative response.

f. Disputes: Any dispute between parties regarding discovery shall be resolved by the arbitrator.

g. 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:

- (1) Exclusion of evidence;
- (2) Continuing the hearing at any stage; or
- (3) Upon proof of a willful or repeated violation, the arbitrator shall determine the issue against the noncomplying party.

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

### **6.1 DOCTORS' TIME**

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

### **6.2 MEAL PERIODS**

Employees normally shall be allowed a lunch period of one (1) hour which shall be scheduled generally in the middle of the workshift. If this is a paid lunch, employees shall be available for patient care as needed during this period.

### **6.3 WORK SCHEDULES**

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

### **6.4 PART-TIME EMPLOYMENT**

An employee who so requests in writing, may at the discretion of the appointing authority, be assigned to less than a full-time (forty [40] hours per week) position. If authorized, a part-time employee may agree to volunteer to work additional hours beyond their regularly scheduled part-time position as long as it does not exceed eighty (80) hours per pay period.

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

- a. This section applies to regular employees who are employed on a regular part-time basis.
- b. The salary of regular part-time employees shall be prorated based on the number of hours worked.
- c. Vacation, sick leave, holiday, and bereavement leave benefits will be prorated based on the number of hours worked.
- d. Regular part-time employees working forty (40) hours or more per pay period shall be eligible for group medical insurance and health benefits, group dental benefits, and life insurance; and the County shall make contributions in the same amount as for full-time regular employees.
- e. Regular part-time physicians and dentists working forty (40) hours or more per pay period shall be eligible for Educational Time under Section 9.13. The benefits shall be prorated for part-time employees.

## **6.6 GEOGRAPHICAL DISPLACEMENT**

When it becomes necessary to provide relief for those doctors who are regularly scheduled to work in locked facilities, the County will use its best effort to utilize volunteers who desire such relief work. When there are no volunteers, any doctor may be assigned to provide such relief.

## **6.7 9/80 WORK SCHEDULES**

- a. An appointing authority, with the prior approval of the County Executive, may approve requests of employees covered by this Agreement in their department to work a 9/80 work schedule.
- b. The 9/80 work schedule is a schedule which during one (1) week of the biweekly pay period the employee is scheduled to work four (4) nine-hour workshifts for a total of thirty-six (36) hours, and during the other week of the pay period, is scheduled to work four (4) nine-hour workshifts and one (1) eight-hour workshift. This work schedule will be subject to change, consistent with Section 6.3.
- c. Meal Periods: An employee working a 9/80 schedule normally will take an unpaid meal period in the middle of their workshift, consistent with Section 6.2.
- d. Holidays: If a holiday falls on the scheduled nine-hour workshift, the remaining hour must be taken off as leave first from accumulated compensating time off, and second from holiday in lieu or accumulated vacation time; and, if there are no leave balances, then leave without pay. If the holiday falls when the employee is scheduled to

work the eight-hour workshift, then that workshift shall be deemed to be the holiday. If a holiday falls on an employee's scheduled day off, the employee shall accrue eight (8) hours compensating time off.

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

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

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

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

a. An appointing authority, with the prior approval of the County Executive, may assign an employee to a work schedule consisting of three (3) 12-hour workdays and one (1) 4-hour workday each week or any other schedule that assures eighty (80) hours worked in each pay period. This work schedule will be subject to change, consistent with Section 6.3. The twelve-hour work schedule will be assigned on a voluntary basis.

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

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

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

shift absences from the four-hour workshift shall result in the deduction of four (4) hours from the employee's accrued leave balances.

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

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

## **6.9 4/10 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 4/10 work schedule. A request for a 4/10 schedule shall not be unreasonably denied.

b. The normal work schedule of a doctor on the 4/10 schedule shall be forty (40) hours per week with four (4) days with ten (10) hours per day.

c. Holidays: A doctor shall be granted a holiday that falls on the doctor's scheduled workday, except that, if the workday is a ten-hour day, two (2) hours must be shown as doctor's time off. If a holiday falls on an employee's scheduled day off, the employee shall accrue eight (8) hours compensating time off.

d. Leave Usage: Full day absences on vacation, sick leave, CTO or CME taken by a doctor on a scheduled ten-hour day shall result in the deduction of ten (10) hours accrued leave balance.

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

f. 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).

## **ARTICLE VII – SALARIES**

**7.1 SALARY INCREASES**

- a. Fiscal Year 2025-26: Effective the first full pay period following Board of Supervisors’ approval, but no sooner than June 29,2025, salaries will be increased by two-point eight percent (2.8%).
- b. Fiscal Year 2026-27: Effective the first full pay period following Board of Supervisors’ approval, but no sooner than June 28, 2026, salaries will be increased based by three percent (3%).
- c. Fiscal Year 2027-28: Effective the first full pay period following Board of Supervisors approval, but no sooner than June 27, 2027, salaries will be increased by three percent (3%).
- d. All salary increases are approximate and may vary slightly for different classes due to rounding.
- e. The County has the authority to increase the compensation for temporary doctors by a rate not to exceed 20% above Step 9 of the salary range for Physician II.

**7.2 MARKET ADJUSTMENTS**

Effective the first pay period following the Board of Supervisors approval of this MOU, but no sooner than June 29, 205, the following classifications will receive market adjustment increases on the same date as the General Salary Increases for the corresponding Fiscal Year as described in Section 7.1 a-c.:

<u>Classification</u>	<u>FY 2025/2026</u>	<u>2026/2027</u>
Physician I D/CF		1%
Physician II D/CF		1%
Physician III D/CF		1%
Dentist I	2%	2%
Dentist II	2%	2%

**7.3 CRITERIA FOR DENTIST APPOINTMENTS**

- a. Dentist Range I: Dentists who possess the legal requirements for the practice of dentistry in California as determined by the California Board of Dental Examiners.
- b. Dentist Range II: Dentists who have completed two (2) years of full-time experience in the practice of dentistry.

**7.4 CRITERIA FOR PHYSICIAN APPOINTMENTS**

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

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

c. Physician Range III: Licensed physicians who possess a valid medical or osteopathic specialty certificate issued by an American medical or osteopathic specialty board. Applicable board specialty certifications shall relate directly to the duties performed by the physician for the County.

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

## **7.5 DEFERRED COMPENSATION**

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

## **7.6 SALARY STEP INCREASES**

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

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

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

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

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

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

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

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

## 7.7 CORRECTION OF PAYROLL ERRORS

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

- b. As used in this section:

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

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

- (1) In the case of overpayment, reimbursement of the overpayment shall be made through one (1) or a combination of the following methods and the doctor's discretion:
  - (a) In cash payment(s) mutually agreed to by the employee and the Department of Personnel Services.
  - (b) In case of overcrediting of paid leave accruals, balances, or usage, a one (1) time only leave adjustment to CTO or vacation

equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave). If the balances are not sufficient to cover the overpayment, payroll deductions of the overpayment from the employee's future salary shall be made in installments until the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge against future accruals shall not be permitted.

- (c) Installments through payroll deduction to cover the same number of pay periods over which the error occurred. If the installments exceed 10% of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least 10% of the employee's base salary including incentives, et cetera.
- (2) In the case of an underpayment the County will expedite reimbursement to the employee via an in-lieu warrant, a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
- (3) An employee whose employment terminated prior to full reimbursement of an overpayment shall have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County shall have the right to exercise other legal means to recover the additional amount owed.
- (4) Any amount of overpayment or underpayment for any period earlier than one (1) year prior to the date of the Director's initial written notice to the employee, shall be deemed waived and not reimbursable.

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

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

## **7.8 STANDBY PAY**

a. Correctional Facilities/Coroner –Physician: For each eight-hour shift, or portion thereof, that a physician is assigned to be on standby to the Sacramento County Main Jail, the Rio Cosumnes Correctional Center, Youth Detention Facility, or Coroner's Office, the physician shall receive an additional 12.5% flat pay allowance (12.5% x physician's hourly rate x 8-hour shift = additional standby/ pay). Such assignments shall typically be shifts of one (1) week duration. Those standby physicians who are required to return to the facility on their regular day off or on a holiday shall not receive any additional pay except for the pay allowance that is provided in this section of the Agreement.

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

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

d. Employees may be authorized, subject to approval of their immediate supervisor, to alter their work schedule following an arduous standby shift.

## **7.9 SALARY ADMINISTRATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

l. Entry Step Adjustments: When the entry step for a class is adjusted to above Step 7 in the Agreement, the salary step for each employee in the class shall be increased in proportion to the change in entry step; provided, however, that no employee shall advance beyond Step 9.

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

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

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

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

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

r. Appointment of Temporary Associate Physicians: Distinct from subsection “q” above, the appointing authority may appoint temporary doctors to any salary step of the Association Physician salary range.

## **7.10 DEFERRED COMPENSATION - TEMPORARY EMPLOYEES**

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

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

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

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

a. Licensed physicians and dentists who primarily provide advisory, consultative, or direct medical/dental care in an area of specialty outside of general medicine/dentistry will receive a 10% differential of the employee's salary.

b. Effective July 1, 2021, licensed physicians and dentists providing direct medical/dental care in a detention or correctional facility will receive a differential of 25% of the employee's salary. Individuals receiving the 25% differential under this section will not be eligible for specialty pay under Section 7.11(a).

c. Effective August 19, 2007, employees in the positions of Forensic Pathologist, Level 1 and Forensic Pathologist, Level 2 will be eligible for a 10% differential upon completion of an accredited training program, with or without Board certification, in one or more of the following areas: Neuropathology; Pediatric Pathology; Forensic Odontology; Radiology; Forensic Anthropology; Cardiac Pathology and Forensic Toxicology. At the appointing authority's discretion with concurrence from the Office of Labor Relations, additional specialties may be added to receive the 10% differential.

## **7.12 LEAD DENTIST/PHYSICIAN**

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

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

### **7.13 BILINGUAL PAY**

a. An employee that utilizes bilingual skills may be entitled to a bilingual pay differential if:

- (1) The employee agrees to utilize his or her bilingual ability on the job;
- and
- (2) The employee is able to demonstrate bilingual proficiency that is satisfactory to the County.

b. The assignment shall be in writing and reviewed on an annual basis.

c. Sign language may be treated as bilingual skill.

d. Employees who qualify pursuant to the above shall be paid a bilingual differential of either:

- (1) Oral differential of \$0.80 (eighty cents) per hour; or
- (2) Oral/written differential of \$1.00 (one dollar) per hour.

e. The Department of Personnel Services shall determine if the employee is qualified to receive either:

- (1) Oral skills differential, or
- (2) Oral/written skills differential

Such a determination of proficiency is not subject to the grievance and arbitration procedure.

### **7.14 SHIFT DIFFERENTIALS**

a. PM Shift: An employee shall receive PM shift differential pay if one-half or more of their assigned work period is after 4:00 p.m. PM shift differential shall be 5% of the employee's base hourly rate.

b. Weekend Shift: An employee shall receive weekend shift differential pay for hours worked on Saturday and Sunday. Weekend shift differential shall be \$1.50 per hour.

### **7.15 LONGEVITY**

Effective the first full pay period following Board of Supervisors' approval of the 2025-2028 agreement, longevity pay will be eliminated and all classifications will receive a 2.5% increase in base wages.

### **7.16 RECRUITMENT AND RETENTION**

If the County determines, during the term of this Agreement, that it is experiencing recruitment/retention problems for a specific class or classes, the County will ask the Union for concurrence to amend this Agreement to increase salaries and/or to apply other recruitment/retention incentives, as appropriate, for the specific class or classes.

No sooner than April 2023, the County shall meet with the Union semi-annually to provide updates on recruitment and retention efforts through the duration of this 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) The holidays as of January 1, 1982, are: January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, June 19, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, day after Thanksgiving Day, and December 25.
- (2) When January 1, February 12, March 31, June 19, July 4, November 11, or December 25 holidays fall on Sunday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the Monday following as a holiday with pay.
- (3) When January 1, February 12, March 31, June 19, July 4, November 11, or December 25 holidays fall on Saturday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the preceding Friday as a holiday with pay.

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

c. Regular employees who work in a unit for which the normal work schedules include Saturdays, Sundays, and holidays shall be granted one (1) day off every four (4) weeks in lieu of prescribed holidays. Such time off shall be designated in the employee's regular work schedule. If not scheduled and taken every four (4) weeks, such time shall accrue at the rate of four and three tenths (4.6) hours each biweekly pay period. 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.

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

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

**8.2 HOLIDAY WHILE ON VACATION**

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

**ARTICLE IX – LEAVES**

**9.1 VACATION LEAVE WITH PAY**

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

b. Employees shall accrue vacation and accumulate vacation in accordance with the following schedule:

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

\*eight hour day

c. Whenever possible, vacations shall be granted at the time requested by the employees. In order to avoid undue disruption of work activities or to minimize conflicts

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

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

e. Employees can "cash-in" up to forty (40) hours/year vacation after ten (10) years of full-time continuous service and 240 hours accrued vacation per the terms of County policy 306 "Cash for Accrued Vacation Leave.

## **9.2 VACATION USE**

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

b. Any employees appointed in accordance with the rules governing reinstatement following resignation and in good standing shall be considered as new employees; provided, however, that reinstated employees shall be eligible to use accrued vacation within the first six (6) months of service, subject to the needs of the department.

## **9.3 SICK LEAVE**

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

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

c. Temporary Employees, excluding retired annuitants, shall receive the equivalent of five days of sick leave per calendar year, dependent of the employee's work schedule (i.e. 9/80, 4/10, 12 hour shifts) in accordance with labor code Section 246. Such sick leave shall not rollover on annual basis. Sick leave for temporary employees will be loaded at the beginning of the first pay period in a calendar year. For temporary employees beginning employment after the start of a calendar year, the leave will be loaded in the first pay period of employment.

## **9.4 SICK LEAVE USE**

a. Employees are entitled to use sick leave consistent with reasons in 10.6(c) for the following relationships to the employee as defined in California Code of Regulations 11067:

- (1) Self;
- (2) Child (biological, adopted, foster, stepchild, legal ward, a child of an employee or the employee's domestic partner, or person to whom the employee stands in loco parentis);
- (3) Parent (biological, foster, or adoptive parent, stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child);
- (4) Spouse;
- (5) Domestic Partner;
- (6) Grandparent;
- (7) Grandchild;
- (8) Sibling;
- (9) Parent-in-law;
- (10) Designated Person;
- (11) Any other close relative or child who resides with the employee

b. Sick leave shall be provided in accordance with applicable state/federal laws for the relationships in 10.6(b) for the following purposes:

- (1) Employee is physically or mentally unable to perform his/her duties due to illness, injury, dental work or medical condition, including pregnancy;
- (2) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or employee's family member, including childbirth (inclusive of transportation to and from medical facility);
- (3) For an employee who is a victim of domestic violence, sexual assault, or stalking as defined in a qualifying act of violence as defined in Government Code Section 12945.8; and
- (4) Employee's Donation of Blood-scheduled at the discretion of the appointing authority, not to exceed four hours in any instance and only approved upon submission to the appointing authority of an official blood bank receipt reflecting the donation;

c. The appointing authority may require reasonable substantiation of the need for, and use of, sick leave except where prohibited by state or federal leave protections.

## **9.5 SICK LEAVE WHILE ON VACATION**

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

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

a. Eligible full-time regular employees who use twelve (12) hours or less of sick leave in Pay Periods #1 through #13 of any year shall receive a wellness certificate enabling them to take eight (8) hours off with pay during the following six-month period. Eligible full-time employees who use twelve (12) hours or less of sick leave in Pay Periods #14 through #26 of any year shall receive a certificate enabling them to take eight (8) hours off with pay during the following six-month period. The maximum hours of sick leave usage will include any hours used under the Family Medical Leave Act. The certificate shall have no monetary value.

b. Regular employees must be continuously on the County payroll and eligible to earn and use sick leave during the entire 26-week period from Pay Period #1 through #13, and from Pay Period #14 through #26. Any employees on an unpaid leave of absence during a portion of the designated 26-week period are excluded for that time period. Any employees during the designated 26-week period who receive pay pursuant to Labor Code Section 4850 or who receive SDI integration pursuant to Section 10.8 or who select the disability leave option pursuant to Personnel Ordinance Section 2.78.790 (b) (2) (bb), are excluded from participation for that time period. Any employees who were temporary and transferred to permanent positions during the designated 26-week time period are excluded for that time period.

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

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

## **9.7 LEAVES OF ABSENCE**

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

## **9.8 ACCRUED RIGHTS**

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

## 9.9 JURY DUTY

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

b. Such employee shall notify their 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 their regular salary.

## 9.10 BEREAVEMENT LEAVE

a. Under Government Code Section 12945.7, employees who have been employed by the County for at least thirty (30) calendar days are entitled to five (5) days of protected bereavement leave in the event of the death of an eligible "family member." Regular Employees will also receive forty (40) hours of paid leave that must be used concurrently with any bereavement leave taken. Regular Part-Time employees will have this leave prorated. Employees on alternate work schedules that involve more than eight (8) hours in a day who have exhausted the forty (40) hours of paid leave may choose to receive any remaining hours, to cover the difference between the 40 hours of paid County bereavement leave and the total regularly scheduled hours over 5 work shift, as unpaid time or with the use any available leave balances.

b. "Family Member" as defined in Section 12945.7.

(1) Child: A biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.

(2) Parent: A biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

(3) Sibling: A person related to another person by blood, adoption, or affinity through a common legal or biological parent.

(4) Grandparent: A parent of the employee's parent.

(5) Grandchild: A child of the employee's child.

(6) Domestic Partner: Two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring.

(7) Parent-in-law: The parent of a spouse or domestic partner

Should Government Code 12945.7 amend these relationships, this section will be amended in accordance with the relationships contained within Government Code 12945.7.

c. An employee who utilizes bereavement leave must notify their supervisor of the leave. Employees may use leave on a non-consecutive basis but must complete leave

within three (3) months of the date of death of an eligible “family member.” The County may request an employee seeking bereavement leave to provide documentation to support the leave within 30 calendar days of the first day of leave.

### **9.11 MILITARY LEAVE**

Employees shall be granted military leave as required by statute.

### **9.12 DISABILITY LEAVE**

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

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

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

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

### **9.13 CONTINUING EDUCATION TIME**

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

to the doctor's work assignment for the County. This would also include online internet continuing medical education (CME) and/or continuing education courses.

b. Requests for continuing education time must be made at least one month in advance of the course on forms approved by the County. A copy of the course brochure must also accompany the request. Continuing education requests will be responded to by the designated County manager within fifteen (15) days of receipt and will not be unreasonably denied.

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

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

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

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

#### **9.15 PARENTAL LEAVE**

Employees shall be eligible for Parental Leave in accordance with County Policy 0837, "Parental Leave."

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

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

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

- (1) The employee has successfully applied for and has been selected and found qualified by the Sacramento County Registrar of Voters to serve as a volunteer poll worker;
- (2) The employee has made a request in writing to his/her appointing authority for an absence from County employment as is necessary to

attend and complete poll worker training as directed by the Registrar and an absence for the employee's entire regularly scheduled workday on election day to serve as a volunteer poll worker in Sacramento County;

- (3) On the day of the election the employee has fully executed his/her responsibilities as a poll worker and reported to his/her assigned polling place at the designated time, performed all duties appointed by the County elections official and as required by applicable state and federal elections laws, and remained on duty until the poll was properly closed and secured and until released by the County elections official. As a volunteer, the employee is entitled to receive the normal stipend paid by Voter Registration and Elections to all volunteer poll workers. The stipend shall not be counted in any computation of the total wages or compensation paid the employee by reason of their 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 their regular pay while on paid leave from County employment for (1) one regularly scheduled workday that falls on the day of the election and for such leave time prior to the election as is necessary, including travel, to attend the required poll worker training during the employee's work hours. No overtime or compensatory time shall be earned or accumulated during such paid leave.

## ARTICLE X – HEALTH AND WELFARE

### 10.1 GENERAL PROVISIONS

a. **Eligibility:** Regular full-time and regular part-time County employees who work at least half-time and their dependents are eligible to participate in County-sponsored insurance and benefit programs as defined by the Internal Revenue Code (IRC), Section 297 of the California Family Code, and Affordable Care Act. Temporary employees and intermittent employees are not eligible for benefits. Dependents are limited to spouse, registered domestic partner, and unmarried children (natural, step, adopted, legal guardian, foster, children of registered domestic partner) up to the age allowable by regulation and program. Dependents with coverage under the County plan who become disabled prior to age 19 may continue coverage with licensed physician certification. Appropriate documentation of relationships is required.

b. **Enrollment:** New employees must enroll in benefits within 30 days of hire and coverage becomes effective the first of the month following enrollment. They may also choose to waive medical coverage by providing satisfactory proof of other group medical insurance coverage. If they fail to enroll within 30 days of hire, they will be enrolled in the default medical, dental, and basic life insurance coverage. New hires can make changes to their selected plan within the initial 30-day enrollment period. After this period the selection or default plan is irrevocable until a life event or open enrollment period.

c. **Benefits Changes:** Changes to benefits covered under the IRC Section 125 plans can only be made during annual open enrollment periods to become effective the first day of the following calendar year or within 30 days of a qualifying life event to become effective the first day of the month of life event enrollment completion. Life events are defined by the Health Insurance Portability Act (HIPAA) and IRC and include events like marriage, divorce, birth, adoption, and loss of group health care coverage.

## 10.2 MEDICAL INSURANCE AND HEALTH PLANS

The County pays a monthly contribution for any of the medical insurance or health plans available to employees. The County contribution is applicable to the coverage level selected by the employee. If the cost of coverage exceeds the maximum County contribution, the employee will pay the additional cost.

a. **Tier A:** Employees hired prior to January 1, 2007, will be placed in Tier A until they voluntarily elect to move to Tier B or leave County service. The County insurance contribution was frozen at the level in effect on December 31, 2007, (\$826.90), as well as entitlement to cash back, cash back maximums, plan selection incentive, and FICA reductions, if applicable. Employees in Tier A will remain in this tier unless they voluntarily elect to move to Tier B. The election to change tiers can only be made within 30 days of a qualifying life event or open enrollment. An election to move to Tier B is irrevocable once made. For those who waive coverage with proof of other creditable coverage, cash back maximums (\$535) and Plan Selection Incentives (PSI) (\$150), and if applicable FICA reductions, are frozen at the level in effect on December 31, 2007.

b. **Tier B:** The County provides an insurance contribution for employees starting employment with the County on or after January 1, 2007, and employees who voluntarily elected to move from Tier A to Tier B. The County's contribution is reset annually on January 1st based on the 80% of the premium amount for the least expensive full coverage HMO health plan option offered by the County.

(1) However, during the term of the agreement the County contribution amounts for each level of coverage will not be less than the County contribution amounts in effect for Calendar Year 2025. This provision will sunset on June 30, 2028.

c. **Medical Plans:** The County, at its discretion, may offer different health plans on a year-to-year basis if the County determines that those plans are advantageous to County employees and compatible with IRS regulations. The County will share such changes at the annual Joint Labor Management (JLM) meeting discussing the coming years' benefits cycle. The County will maintain a Kaiser Health Plan during the term of this agreement.

d. **Default Plan:** The default medical plan will be the lowest cost high deductible health plan at the employee-only coverage of that plan.

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

- (1) Employee Only; or
- (2) Family

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

The County contributes twenty-five dollars (\$25.00) per pay period to the employee's retiree health savings plan.

### **10.4 DENTAL PLAN**

Employees and their eligible dependents will be enrolled in the County's dental insurance plan. The County pays 100% of the cost for dental coverage. The default level of dental insurance coverage is employee only; thus, for dependents to be covered under dental insurance, they must be enrolled.

### **10.5 LIFE INSURANCE**

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

b. Voluntary Life Insurance: The County provides additional options to permit employees to elect and purchase up to the underwriting maximums, which may require approved evidence of insurability for coverage to take effect. Premiums for this coverage are published each year in the My Benefits Summary.

c. Living Benefit: If under the age of seventy (70) less than the age of eighty (80) and diagnosed as with a terminally illness with a life expectancy of twelve (12) months or less with no reasonable chance of recovery, you may request a living benefit from your life insurance coverage. and the life insurance The living benefit must be requested before you obtain the age of eighty (80) and within ninety (90) days of diagnosis with proof from a doctor. To be eligible for the living benefit, the life insurance is not assigned or under a court order., then a The living benefit may pay up to fifty (50) one hundred (100) percent of the combined basic and voluntary life insurances may be paid. The living benefit with a minimum is \$7,500 of \$10,000 and the maximum is \$250,000 of \$500,000 based on the coverage. Should the employee recover, the amount paid under this provision would be subtracted from the face amount of their full benefit at the time of death. Once the living benefit is paid, you cannot increase your life insurance coverage.

d. Dependent Benefit: A life insurance benefit of \$2,000 each lawful spouse or dependent (eligible from birth up to age 26) (\$0 from birth to fourteen (14) days of age; \$200 from age fourteen (14) days of age to six (6) months of age) is provided for each dependent. Dependents must be enrolled for dependent life insurance coverage. For

registered domestic partners and children of registered domestic partners, the dependent life insurance premium is imputed income.

e. Conversion of Coverage: The life insurance may be converted from group coverage to private individual coverage upon termination of employment or a dependent's loss of eligibility. It is the sole responsibility of the employee to notify the County within thirty (30) days of a dependent's loss of eligibility due to marriage or reaching the limiting age for coverage and failure to timely notify will result in a loss of conversion privileges.

## **10.6 EMPLOYEE ASSISTANCE PROGRAM**

The County provides an Employee Assistance Program (EAP) to eligible employees and dependents if enrolled. EAP offers many services including personal counseling to assist with personal issues including family/marital, mental health, substance abuse, and work-related issues. Counseling is covered up to six (6) sessions per issue per calendar year for each enrolled person without employee cost. EAP has other services, such as classes on a range of topics, discount programs, legal services, child/elder care referrals, and more.

## **10.7 FLEXIBLE SPENDING ACCOUNTS**

Employees have access to the County's flexible spending account program, which provides employees with the options of dependent care assistance benefits with a calendar year contribution maximum of \$5,000, and contribution for medical expenses up to the IRS maximum allowance in the prior calendar year. The County maintains this plan in compliance with IRC Section 125. Employee contributions for flexible spending account benefits are deducted on a pre-tax basis from employee pay.

## **10.8 STATE DISABILITY INSURANCE**

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

b. Employees will be allowed to integrate SDI benefits with County leave balances consistent with County Policy 305, "State Disability Insurance Integration."

### **10.9 Joint Labor-Management Health and Welfare Committee**

The parties agree to work cooperatively in an ongoing joint labor-management health and welfare committee forum to review and address health and welfare issues that are of vital interest to both parties. At the Joint Labor Management meeting the County will receive recommendations from the Union and have meaningful discussion and engagement on benefit option for future benefit plan years.

## **ARTICLE XI – RETIREMENT PLAN**

## **11.1 RETIREMENT TIERS & CONTRIBUTION**

a. Eligible employees will be enrolled in the Sacramento County Employees' Retirement System. Employees in Miscellaneous Tiers I-IV pay fifty percent (50.0%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937. Eligible employees hired after 12/31/2012 will be placed in Miscellaneous Tier V with contributions established by the Public Employees' Pension Reform Act.

## **11.2 SICK LEAVE COMPENSATION**

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

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

## **11.3 RETIREMENT REOPENER**

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

## **11.4 DEFERRED COMPENSATION**

a. Following Board of Supervisors' approval of the 2025-2028 agreement (but no sooner than June 29, 2025), and as soon as administratively feasible, if an employee enrolled in the Sacramento County Employee Retirement System contributes into their 457(b) plan, the County will contribute a matching amount up to a maximum of 3% of the employee's salary into the employee's 401(a) plan in the following payroll period. The 3% maximum County Contribution match will be counted in the calculation of total compensation for the purposes of salary surveys.

NOTE: Matching contributions will be made for whole percentages only. For any employee that has a contribution rate of less than a whole percentage, the matching contribution rate will be made only for the whole percentage contribution amount. For example, a contribution of 1.6% will receive a matching contribution.

b. All newly hired, rehired, or newly transferred employees in this bargaining unit who are enrolled in the Sacramento County Employees Retirement System will be automatically enrolled in the County 457(b) Deferred Compensation plan. The automatic enrollment deduction percentage will be 1% of the compensation on a pretax basis which will be deposited in the Plan's appropriate Qualified Default Investment Allocation (QDIA) Target Date fund.

c. Automatic enrollment will not take effect until the first full pay period following a 35 day opt out period after date of hire, rehire, or transfer to provide an opt-out period for the employee. Employees subject to auto enrollment who choose to opt-out must do so utilizing the online portal to stop or change their contribution rates. This change must be made sufficiently in advance of payroll timelines in order to take effect. Newly automatic enrolled 457(b) participants can "unwind" their contributions in the first 90 days of enrollment. This triggers an in-service withdrawal and tax consequences. Additionally, any matching 401(a) employer contributions are forfeit if the unwind provision is enacted.

d. Employees entered into the automatic enrollment process retain all normal Deferred Compensation participants abilities, including increasing contribution percentages, ceasing contribution percentages, reallocating contributions to alternative funds, choosing post tax contributions, etc., in accordance with the procedures and parameters established by the County as the Plan Administrator.

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

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

a. To ensure quality patient care, physicians and dentists shall practice in a manner consistent with the rules and regulations set forth in the Medical/Dental Practice Act. It is expected that an employee covered by this Agreement will provide medical/dental care in a manner consistent with their training, experience, and professional judgement.

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

### **12.2 PATIENT COMPLAINTS**

If the department receives a written complaint regarding care rendered by a physician or dentist, and the department decides to investigate, the physician or dentist named in the complaint shall be given an opportunity to review the complaint prior to discussion. The

physician or dentist may submit a written response to the appointing authority. The physician or dentist shall be advised of the final disposition of the complaint.

## **ARTICLE XIII – MEDICAL ADVISORY COMMITTEE**

### **13.1 RECOGNITION**

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

### **13.2 RESPONSIBILITIES**

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

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

a. The MAC shall meet quarterly (four [4] times a year) or as frequently as monthly with the consent of participants with the Department of Health Services' Primary Health Deputy Director, Adult Correctional Health Services Administrator, and/or respective management physician/dentist designee.

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

Health Services  
Clinic Services  
4600 Broadway, Sacramento

Adult Correctional Health  
Main Jail  
651 I Street, Sacramento

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

Rio Cosumnes Correctional Center  
12500 Bruceville Road Elk Grove

### **13.4 SPECIAL ATTENDANCE**

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

## **ARTICLE XIV – REIMBURSEMENTS**

### **14.1 MILEAGE REIMBURSEMENT**

The County shall reimburse an employee who agrees mutually with the County to provide their private car for use on official business in lieu of using a County-owned car. The reimbursement shall be paid monthly on the filing of a claim therefor by the employee. The employee shall be reimbursed for any mileage traveled at a rate based upon the Internal Revenue Service business mileage deduction rate.

### **14.2 TRANSIT PASS**

The transit subsidy shall be increased periodically as the level of allowable transit subsidy tax exemption is increased by changes in tax rules or laws up to a maximum of \$75 per month.

### **14.3 PROFESSIONAL REIMBURSEMENT**

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

b. Expenditures shall be at the employee's discretion, but must be related to the employee's work as a physician or dentist employed by Sacramento County, subject to approval by the department. Reimbursement shall be limited to one thousand five hundred dollars (\$1,500) per fiscal year.

### **14.4 LICENSING AND CERTIFICATION FEES**

a. The County will reimburse employees up to one thousand dollars (\$1,000) for license renewal fees.

b. The County will reimburse employees up to two thousand and five hundred dollars (\$2,500) for certification fees in one of the following areas:

1. Internal Medicine
2. Emergency Medicine
3. Family Medicine
4. Pathology
5. Pediatrics

### **14.5 UNIFORM ALLOWANCE**

a. Uniforms and Lab Coats: Employees in this bargaining unit are entitled to a uniform allowance. Such employees shall be reimbursed up to \$500 a year, payable every six (6) months in arrears and due at the conclusion of the first biweekly pay period in January and July.

b. When the County or the appointing authority furnishes uniforms or lab coats to employees, such employees shall not be eligible for the uniform allowance or lab coat reimbursement called for in this provision.

#### **14.6 DAMAGED/LOST PROPERTY**

The County will reimburse employees represented by the Physicians and Dentists bargaining unit for personal property damaged or lost in the line of duty, subject to the conditions identified herein.

a. Reimbursement is to cover the payment of costs for repair, replacement or actual value of personal property of an employee, such as eye glasses, watches, or articles of clothing necessarily worn or carried by the employee, when such items are damaged or lost during the performance of and in the line of duty.

b. Employees claiming reimbursement shall submit a written request for reimbursement in the form provided by the County.

c. Reimbursement shall not be made for losses resulting from acts of negligence or deliberate destructive acts on the part of the employee, or losses resulting from ordinary wear and tear incidental to normal use and employment.

d. Reimbursement shall not exceed the actual cost of the item or \$125, whichever is less.

e. Upon determination of approval or disapproval, the appointing authority shall advise the claimant in writing.

### **ARTICLE XV – MISCELLANEOUS**

#### **15.1 COPIES OF AGREEMENT**

The County will allow UAPD members the time, equipment and materials to view, save electronically and/or print copies of the Agreement from the County and/or UAPD websites.

#### **15.2 LIST OF EMPLOYEES**

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

### **15.3 PERSONNEL FILE**

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

### **15.4 REINSTATEMENT**

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

### **15.5 HOME ADDRESSES**

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

### **15.6 CONTRACTING FOR SERVICES**

The Union expressly agrees to waive its right to bargain over Status Quo Contracts as defined herein. Status Quo Contracts are contracts for County services subject to Section 71-J of the County Charter where all of the following conditions are met:

- a. The subject service has previously been performed in Sacramento County by a Contractor;
- b. The County has previously contracted for the subject service within the past three (3) years;
- c. There is no increase from the prior year estimate of the number of Full-Time-Equivalent bargaining unit positions that would be required to deliver the services; and
- d. The loaded hourly rate for the contracted positions has not increased to an amount exceeding the loaded hourly rate for the equivalent County classifications.

Notwithstanding this waiver, the County will provide notice to the Union prior to entering into a new term of contracting for Status Quo contracts. Nothing in this section will prevent the Union from discussing with the County the efficiencies, including possible reduction, of continuation of the services.

This provision will sunset on June 30, 2028.

### **15.7 SAFETY**

The County of Sacramento shall provide reasonable and safe working conditions, including efforts to maintain a workplace free from violence. The County and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. Unsafe working

conditions shall be brought to the attention of the appropriate supervisor by the employee or the Union. If the supervisor is unable to resolve the problem, it may be submitted for investigation to the appropriate department safety committee. The Union shall designate an employee representative to be assigned to each department safety committee where Bargaining Unit 27 employees are employed. Such attendance on safety committees shall not result in the loss of pay to employees.

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

## **ARTICLE XVI – SENIORITY AND LAYOFFS**

### **16.1 LAYOFF**

a. When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of physicians/dentists in a department, the County shall consider seniority in determining the order in which employees in that department will be laid off within each class which is affected by the layoff. Seniority shall be determined by the date of original appointment to the class.

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

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

### **17.1 FACILITIES CLOSURE**

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

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

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

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

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

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

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

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

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

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

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

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

### **17.5 BENEFITS**

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

## **17.6 HOLIDAYS**

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

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

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

## **17.8 TERMINATING EMPLOYEES**

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

## **17.9 ATTACHMENT "A"**

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

## ARTICLE XVIII – TERM

### 18.1 TERM

a. The provisions of this Agreement shall be effective on July 1, 2025, except as otherwise specifically provided.

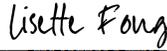
b. This Agreement shall remain in full force and effect from July 1, 2025 to and including June 30, 2028.

Dated: 1/21/2026

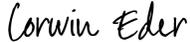
UNION OF AMERICAN  
PHYSICIANS AND DENTISTS

COUNTY OF SACRAMENTO

Signed by:  
  
63BEE8FAB66A446...  
Adrian Mohammed, Chief Negotiator

DocuSigned by:  
  
743F26A88BF148B...  
Lisette Fong, Chief Negotiator

Signed by:  
  
A177B954A1A04BB...  
Nereyda Rivera, Co-Negotiator

Signed by:  
  
F552D56C1175478...  
Dr. Corwin Eder, Physician

Signed by:  
  
29AEBCEFE7019468...  
Dr. Jennifer Villa, Physician

### ATTACHMENT "A"

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

**ATTACHMENT “A” (Continued)**

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