

Agreement
Between
County of Sacramento
and
Sacramento Area Firefighters, Local 522
Covering All Employees in the
Firefighters – Aircraft Rescue & Firefighting Unit



February 22, 2026, through June 30, 2029

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Exhibit “A”
 Exhibit “B”

Preamble

This Agreement, hereinafter referred to as the Agreement, entered into by the County of Sacramento, hereinafter referred to as the County, and the Sacramento Area Fire Fighters, Local 522, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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

Article 1 - Recognition and Coverage

1.1. Recognition

- a. The County recognizes the Union as the exclusive negotiating agent for all employees in the Firefighters – Aircraft Rescue and Firefighting Unit.
- b. The Union recognizes the County Executive or designee as the negotiating representative for the County and shall negotiate exclusively with them or their designee, except as otherwise specifically spelled out in this Agreement.

1.2. Coverage of Employees

- a. The Firefighters – Aircraft Rescue and Firefighting Unit consists of all employees as stated in the listing of classes set forth in Exhibit "A" of this Agreement.
- b. This Agreement applies only to employees in the above-described representation unit.

Article 2 - Union Rights

2.1. Union Security

- a. Upon certification from the Union that an employee has signed an authorization for the deduction of dues and approved insurance and benefit programs, the County will make payroll deductions in an amount to be determined by the Union. The County will promptly remit deductions to the Union with a list of dues paying members. Employee requests to cancel membership dues deductions must be directed to the Union. Upon notification from the Unions that an employee has canceled membership dues, the County shall promptly cease dues deductions from the employee's paycheck. The Union will hold the County harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions, and shall indemnify the County for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

- b. "Approved insurance and benefit programs" are those which the County has approved as being non-competitive or non-duplicative of County-offered programs. The County reserves the right to disapprove any insurance program, in advance, if competitive or duplicative; and to cancel all Union insurance and benefit program payroll deductions where they are established without prior County approval. It is understood that life insurance, except for accidental death and dismemberment, is competitive and duplicative of County-offered programs. It is understood that insurance programs offered by the Union to employees not eligible for enrollment in County insurance programs are "approved insurance and benefit programs."
- c. Solicitation and/or servicing of Union insurance and benefit programs shall not interrupt on-duty employees nor be conducted in County facilities without prior approval of the County.

2.2. Union Notices and Meetings

- a. The Union may use County conference rooms and similar building facilities for meetings with employees in the units it represents, may post materials on bulletin boards which have been provided for their use in the units it represents, and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.
- b. Use of County meeting facilities requires at least twenty-four (24) hours advance notice to the appropriate County official and is subject to County use of such facilities; provided, however, that once scheduled, such Union meetings may not be canceled by the County except under emergency situations. The County may establish reasonable regulations governing the use of County facilities as provided by this section.
- c. The Union shall be entitled to the use of a bulletin board at each work location where they are established or where they may be reasonably necessary.
- d. Duly authorized representatives of the Union shall be permitted, at all times that employees in the units it represents are working, to enter offices to transact business within the scope of representation and to observe conditions under which employees are employed and carry out their responsibilities; provided, however, that the Union representative shall, upon arrival at the facility, notify the person in charge of the areas they wish to visit. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated.
- e. The Union may transmit reasonable amounts of written materials through the County's departmental interoffice mail. "Firefighters – Aircraft Rescue and Firefighting Aircraft Rescue, Confidential" is to be delivered to the addressee unopened.

2.3. Union Representation

- a. The County recognizes and agrees to deal with designated officers of the Union on all matters relating to grievances and the interpretation, application, or enforcement of the express terms of this Agreement. Said officers shall be permitted County time off to represent employees on grievances.
- b. A written list of the officers of the Union authorized to represent the Union and its members, shall be furnished the County immediately after their designation, and the Union shall notify the County within a reasonable time of any changes of such officers. Those officers shall not be recognized by the County until such lists or changes thereto are received.
- c. The Union officers recognized by the County shall be as follows:
 - President
 - Vice-President
 - Secretary/Treasurer
 - Officer
 - Officer
- d. Upon request of the aggrieved employee, the president or another officer designated by the president may investigate the grievance or dispute, and assist in its presentation. The officer shall be allowed a reasonable time for this purpose during working hours without loss of pay, subject to prior notification and approval by their immediate supervisor. For investigations which take them physically outside their regular work area, such notification shall be on a form prescribed by the County, which will state the amount of time spent for the purpose. When an officer is investigating grievances within their regular work area, the prior notification and approval may be oral and the form need not be used; however, the officer shall accurately record on their time sheet all on-duty time spent investigating grievances. The assignment of more than one (1) officer who is an employee to handle a grievance shall be subject to prior approval of the County Executive or designee and approval shall not be unreasonably delayed or withheld.

Article 3 - County Rights

3.1. County Rights

- a. All County rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the County.
- b. The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of County operations; determine

the methods, means and personnel by which County operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The County has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

- c. This Agreement is not intended to, nor may it be construed to, modify the provisions of the Charter relating to civil service or personnel administration. The Civil Service Commission shall continue to exercise authority over classification of jobs and procedures and standards of selection for employment and promotion.
- d. This Agreement is not intended to restrict consultation with the Union regarding matters within the right of the County to determine.
- e. This section is not subject to the grievance and arbitration procedure as outlined in this Agreement.

Article 4 - General Provisions

4.1. Strikes and Lockouts

- a. No lockout of employees shall be instituted by the County during the term of this Agreement.
- b. The Union agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes (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 Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

4.2. Discrimination

- a. The County will not interfere with or discriminate in any way against any employees by reason of their membership in the Union or participation in any activity approved by this Agreement, nor will the County discourage membership in the Union or encourage membership in any other employee organization.
- b. The Union, in turn, recognizes its responsibility as exclusive negotiating agent and agrees to represent all employees without discrimination, interference, restraint, or coercion. The provisions of this Agreement shall be applied equally to all employees without discrimination as to physical or mental disability, age, sex, marital status, religion, race, color, creed, national origin, or political or employee

organization affiliation. The County and the Union shall share equally the responsibility for applying this provision of the Agreement.

Article 5 - Grievance and Arbitration Procedure

5.1. Purpose

- a. This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.
- b. The purposes of this procedure are:
 - (1) To resolve grievances informally at the lowest possible level;
 - (2) To provide an orderly procedure for reviewing and resolving grievances promptly.

5.2. Definitions

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

5.3. Time Limits

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

5.4. Presentation

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

5.5. Employee Rights

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

5.6. Application

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

5.7. Informal Discussion

- a. The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Union representative.
- b. Within five (5) workdays, the immediate supervisor shall give their decision or response. If the immediate supervisor fails to respond to the informal grievance within five (5) workdays, the grievant shall have the right to initiate a formal grievance no later than ten (10) workdays after the event or circumstance occasioning the grievance.

5.8. Formal Grievance – Step 1

- a. If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:
 - (1) Ten (10) workdays after the event or circumstances occasioning the grievance; or
 - (2) Within five (5) workdays of the decision rendered in the informal grievance procedure, whichever is later.
- b. However, if the informal grievance procedure is not initiated within the period specified in Subsection (1) above, the period in which to bring the grievance shall not be extended by Subsection (2) above.
- c. A formal grievance shall be initiated in writing on a form prescribed by the County and shall be filed with the person designated by the appointing authority as the first level of appeal. The employee may be represented by the Union representative.
- d. Within ten (10) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give their decision in writing to the grievant.

5.9. Formal Grievance – Step 2

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, they may appeal the decision within five (5) workdays to the appointing authority or

designee. The employee may be represented by the Union representative. If the appointing authority or designee is the first level of appeal, the grievant may bypass Step 2.

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

5.10. Formal Grievance – Step 3

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, they may appeal the decision within five (5) workdays to the County Executive or designee. The employee may be represented by a Union Representative.
- b. The County Executive or designee shall, within ten (10) workdays of receipt of the appeal, schedule and conduct a grievance hearing unless extended by mutual agreement of the parties. The County Executive or designee shall render a written response to the grievance within fifteen (15) workdays following the date of the grievance hearing unless extended by mutual agreement of the parties.

5.11. Arbitration – Step 4

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

5.12. 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 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. The requesting party shall bear the full cost of any discovery request.
- 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 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, 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.

5.13. Selection of Arbitrator

- a. An impartial arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand.
- b. In the event the parties are unable to agree, the parties shall solicit from the State of California Mediation and Conciliation Service a list of seven (7) arbitrators. After receipt of the list, the parties shall alternately strike an arbitrator's name from the list until one (1) name remains. If the selected arbitrator is unable or unwilling to hear the grievance, the parties shall again repeat the process unless they can mutually agree upon an arbitrator.
- c. The County and the Union may use expedited arbitration. Expedited arbitration would include:
 - (1) A requirement that the arbitrator selected render a decision within sixty (60) calendar days of the conclusion of the hearing.
 - (2) Either side may request, at their cost, a court reporter.

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

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

5.14. Decision

- a. The decision of the arbitrator shall be final and binding.
- b. The arbitrator shall have no authority to add, delete or alter any provisions of this Agreement, nor shall the arbitrator substitute 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.

5.15. Costs

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

5.16. 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. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

5.17. Response

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

5.18. Copy of Decision

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

5.19. Grievance/Personnel Files

Copies of grievances filed pursuant to this section will not be placed in personnel files as defined in Subsection 15.7.a.

Article 6 - Hours of Work

6.1. Hours of Work

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

- b. The hours of work, including authorized absences with pay, of a part-time employee shall be established by the appointing authority but shall normally be less than eight (8) hours per day or forty (40) hours per week.
- c. When an employee is ordered by the County to attend training, the time spent in training shall be counted as hours worked. Training which takes place during off-duty hours with attendance voluntary is not hours worked.
- d. A permanent employee shall be given at least five (5) workdays' written notice prior to a permanent change in their assigned hours of work. The notice requirement shall not apply to temporary or emergency assignments.

6.2. Aircraft Rescue and Fire Fighting 24-Hour Work Schedule

a. Hours of Work:

(1) The article on hours of work and overtime of this Agreement shall not apply to an employee assigned a twenty-four-hour work schedule.

(2) 48/96 Work Shift

- i. Personnel working a 56-hour workweek (2,912 hours per year) will work a total of four shifts within a twelve (12) day cycle. Each shift shall be for 24 hours in duration and shall be scheduled back-to-back, contiguously. A shift rotation is defined as two (2) back-to-back, contiguous 24-hour shifts.
- ii. The twelve (12) day cycle shall start at 0800 hours.
- iii. An employee assigned a twenty-four-hour work schedule shall be on duty at all times and prepared to perform airport emergency rescue and fire-fighting activities as required. Other duties such as general maintenance, equipment readiness, inspections, training, housekeeping, lawn care and related work shall normally be performed between 0800 and 1700 hours. Break times and meal periods shall be considered hours worked and will be arranged by the County as operations permit.

b. Salary:

(1) The sections on night shift pay and incentive pay for Firefighters – Aircraft Rescue and Firefighting of this Agreement shall not apply to an employee assigned on a twenty-four-hour work schedule.

(2) The straight time hourly rate of pay for an employee on a twenty-four-hour work schedule shall be determined by dividing the employee's annual base salary by 2,912 hours. The annual base salary shall include Emergency Medical Technician (EMT) incentive pay and the total annual cost of night

shift pay earned by an employee pursuant to this Agreement but applied equally to each employee on a twenty-four-hour work schedule.

- (3) Whenever an employee is reassigned from a twenty-four-hour work schedule (2,912) hours of work per year) to a forty-hour work schedule (2,080 hours of work per year), the employee's straight time hourly rate shall be determined by dividing the employee's annual salary by 2,080 hours. As long as an employee remains in the ARFF job classifications while working a forty-hour work schedule, they shall not be eligible for night shift pay.
- (4) An employee will be paid on a biweekly pay schedule using 56 hours per week or 112 hours per pay period as the standard number of hours for the biweekly salary, which is equivalent to 2,912 hours per year.

c. Overtime:

- (1) Overtime hours worked will be compensated a one and one-half ($1\frac{1}{2}$) times an employee's straight time hourly rate of pay. An employee shall be compensated at the overtime rate for all hours worked that are not part of the employee's assigned work schedule and for those hours worked over 91 hours in the twelve-day cycle. All paid leave except sick leave shall be counted as time worked for overtime purposes.
- (2) The County has the right to require an employee to remain at work and perform work-related duties for the duration of the established overtime period.

d. Callback:

Callback shall be paid at $1\frac{1}{2}$ times the hourly rate of pay, for a period of two (2) hours or for hours actually worked, whichever is greater.

e. Leave Time:

- (1) Vacation, sick leave, holiday-in-lieu, parental leave and the four (4) hours off work with pay on the last working day before Christmas or New Year's provided for in this agreement shall be accrued by a twenty-four-hour work scheduled employee (2,912 hours of work per year) at the current accrual rates, times a conversion factor of 1.4. For example, a forty-hour work schedule employee (2,080 hours of work per year) accrues sick leave at the rate of 4.6 hours biweekly. Thus a twenty-four hour work schedule employee shall accrue 6.44 ($4.6 \times 1.4 = 6.44$) hours of sick leave biweekly. Leave time accruals shall be decreased by the conversion factor of 1.4 whenever an employee is reassigned from a twenty-four-hour work schedule to a forty-hour work schedule.
- (2) Leave time balances and "caps" (maximums) shall be increased by the conversion factor of 1.4 whenever an employee is reassigned from a

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

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

(4) For the Wellness Incentive Program, the twelve (12) hours use of sick leave and the eight (8) hours off will be converted by a 1.4 factor.

f. General:

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

(2) Whenever a term of this Agreement references a forty-hour work schedule, such term shall be increased, if applicable, by a conversion factor of 1.4 when it is applied to an employee assigned a twenty-four-hour work schedule.

g. Retirement:

An employee shall be credited with 2,080 hours of service credit per year or eighty (80) hours per pay period for retirement purposes.

h. Jury Duty:

(1) If jury duty occurs on the same day as a scheduled shift, the employee will inform their immediate supervisor in advance and report directly to the assigned jury duty location. Upon release from Jury duty for the day, the employee will report for the remainder of the shift.

(2) If an employee is required to report for jury duty on the day following a duty shift, the employee shall be released from duty ten (10) hours prior to the end of the shift for the purpose of assuring rest and alertness in the performance of jury duty.

(3) When an employee is on jury duty for the entire day, is released from jury duty by the court after 4:30 p.m. and is scheduled to return to jury duty the following day, the employee shall not be required to report for the remainder of their assigned shift. If, however, the employee is released by the court prior to 4:30 p.m. the employee shall report for their assigned shift and shall thereafter be release from duty ten (10) hours prior to the end of the shift.

6.3. Overtime

- a. An employee will be compensated only for overtime ordered by designated supervisory personnel.
- b. An employee required to work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for such overtime with pay at one and one-half times the hourly rate or by compensating time off (CTO) on the basis of one and one-half hours off for each hour of overtime worked. If the department is unable to schedule and grant time off within one (1) year from the date the overtime was performed, cash payment shall be made in lieu of compensating time.
- c. All paid leave except sick leave shall be counted as time worked. Time worked in excess of eight (8) hours in a day shall not be counted in determining whether an employee has worked in excess of forty (40) hours in a week.
- d. A part-time employee shall be compensated for overtime at their regular hourly rate or one (1) hour of CTO for each hour worked in excess of their normal workday or week; provided, however, for work performed in excess of eight (8) hours per day or forty (40) hours per week, they shall be compensated as provided in Subsection b.
- e. An employee who works overtime shall promptly and accurately report such time in the manner prescribed by the County.
- f. Overtime shall be distributed fairly among employees insofar as circumstances permit.
- g. Employees have a right to request the use of accrued CTO. Requests for such use will be approved on the date(s) requested where possible, or as reasonably close to the requested date as possible. The employer will have the authority to require the use of accrued CTO. Where such requirement is made, the employer will work with the employee on scheduling specific dates.

6.4. Policy for Equal Distribution of Overtime and Call-Back Time

- a. Purpose: This policy is established for equal distribution of overtime and call-back time.
- b. General Provision: Overtime work shall be distributed equally insofar as possible among qualified employees engaged in the same activities or any one (1) class in accordance with the criteria established herein.
- c. General: The County shall determine which employee is qualified for overtime based on the following factors:

(1) Employee class.

- (2) Job location.
 - (3) Experience related to task for which overtime is required.
 - (4) Physical qualification required to perform the work.
 - (5) Project assignment.
 - (6) Shift.
 - (7) Completion of started assignment.
 - (8) Emergency.
 - (9) Desire to work overtime.
 - (10) Employee availability.
- d. Practice: The qualified employee who has the least number of overtime hours to their credit shall work the overtime.
 - e. All hours worked to be charged as overtime.
 - f. Distribution: It is understood that the nature of certain work assignments does not easily permit equal distribution of overtime, and in such cases exceptions may be made to equal distribution. Such exceptions are to be identified by the County for each activity. Any disagreement between the Union and the County regarding the exceptions shall be resolved pursuant to the grievance and arbitration procedure.
 - g. Records:
 - (1) Overtime records shall be made available to an employee and authorized Union representatives.
 - (2) Records shall show all hours worked during the preceding month and total cumulative hours.
 - (3) Each activity, function, or organization element within which equal overtime distribution is considered feasible for identified groups of employees shall maintain appropriate records. The specific format of these records shall be determined by the appropriate level of management in charge of the activity but shall consist of a listing or grouping of employees among which overtime is considered feasible or practicable.

6.5. Rest Periods

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

- b. An employee who misses a scheduled break may be allowed to take a break later during the four-hour work period. However, all rest periods shall be scheduled in accordance with the requirements of the department.
- c. The appointing authority may designate the location or locations at which rest periods may be taken.
- d. Rest periods shall be considered hours worked and an employee may be required to perform duties, if necessary.

6.6. Changes in Scheduled Shift or Days Off

A permanent employee shall be given at least three (3) shifts for twenty-four-hour work schedule or five (5) days for forty-hour work schedule notice prior to a change in their shift or days off. If an employee's shift or days off are changed without the above notification, they shall be paid the overtime rate for all hours worked on the first day of the new shift. The notice requirement and overtime provision shall not apply to emergency assignments.

6.7. Changes in Work Location for Permanent Employees

This section applies to permanent employees only.

- a. No permanent employee shall be permanently transferred between work sites without three (3) shifts for twenty-four-hour work schedule or five (5) days for forty-hour work schedule prior notice.
- b. No permanent employee shall be temporarily transferred without notice of at least one (1) day prior to said transfer, except in case of emergency.
- c. A temporary work site transfer of a permanent employee shall not exceed a period of twelve (12) shifts for twenty-four-hour work schedule or thirty (30) working days for forty-hour work schedule.
- d. Transfer shall not include temporary assignment for a portion of a workday or days to a different work location.
- e. This section shall not apply to a permanent employee who, due to the nature of their assignment, reports to a different location on a regular basis.
- f. For purposes of this section, a change in work site means a significant change in report location (that is, Downtown to Bradshaw, not Sheriff's Building to County Administration Building).
- g. If an employee's work location is changed without the above notification, they shall be paid the overtime rate for all hours worked on the first day of the assignment to the new work location.

6.8. Work Schedule for Firefighters – Aircraft Rescue and Firefighting

The annual Firefighters – Aircraft Rescue and Firefighting shift work schedule will continue from year to year.

6.9. Four-Day/Forty-Hour Workweek

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

- a. Overtime: An employee shall earn overtime compensation in accordance with Section 6.3, except that such overtime shall be earned when an employee works in excess of ten (10) hours per day or forty (40) hours per week.
- b. Sick Leave: Sick leave with pay shall be accrued, accumulated, and taken in accordance with Section 9.3 of this Agreement, as indicated for an employee on a 40-hour work schedule, and Subsection d. below.
- c. Vacation Leave: Vacation leave with pay shall be accrued and used in accordance with Section 9.1, as indicated for an employee on a 40-hour work schedule, and Subsection d. below.
- d. Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by an employee on a scheduled ten-hour workshift shall result in the deduction of ten (10) hours from the employee's accrued leave balance.
- e. Holiday In Lieu: An employee who works in a unit for which the normal work schedule includes Saturdays, Sundays, and holidays shall accrue Holiday in Lieu (HIL) time in accordance with Section 8.1 of this Agreement, except that in-lieu days off shall be for a ten-hour workday.
- f. Other Provisions: All other provisions of this Agreement shall apply to an employee who work a ten-hour day/forty-hour workweek in the same manner as such provisions apply to an employee who works a regular eight-hour/forty-hour workweek.
- g. Return to Normal Five-Day Schedule: The County may discontinue the four-day work schedule by giving the Union two (2) pay-periods' notice.

6.10. 9/80 Work Schedules – Fire Captains

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

- b. For a Captain who does not receive time and one-half overtime pay, the workweek will remain from 12:00 a. m. on Sunday to 12:00 a. m. the following Sunday, a period of seven (7) consecutive twenty-four hour periods.

- (1) For such Captain, the 9/80 work schedule is a schedule which during one (1) week of the biweekly pay period the Captain is scheduled to work four (4) nine-hour workshifts for a total of thirty-six (36) hours, and during the other week of the pay period is scheduled to work four (4) nine-hour workshifts and one (1) eight-hour workshift.

- (2) For such Captain working the 9/80 work schedule who is eligible to earn straight-time overtime, overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift, and in excess of eight (8) hours when normally scheduled to work the eight-hour workshift. Overtime shall also be earned when a Captain eligible for overtime is required to work in excess of thirty-six (36) hours during the week the employee is scheduled to work thirty-six (36) hours, or in excess of forty-four (44) hours during the week the Captain is scheduled to work forty-four (44) hours.

- c. For a Captain who does receive time and one-half overtime pay, the individual employee's workweek must be redesignated by the County so that it commences in the middle of the eight-hour workshift as described in Subsection b.(1) above. This redesignated workweek must be in writing and specifically state the day of the week and time of day that the workweek commences and the effective date of the redesignated workweek. This must be completed and approved prior to the Captain working the 9/80 schedule and be filed in the Captain's personnel file. This redesignated workweek must be changed prior to the employee altering the day of the week or time of day that the eight-hour workshift occurs; the redesignated workweek must always commence during the middle of the eight-hour workshift. This redesignated workweek must also be changed back to the standard Sunday through Saturday workweek upon the Captain moving off of the 9/80 work schedule.

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

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

- d. A Captain working a 9/80 schedule shall take an unpaid meal period in the middle of their nine-hour and eight-hour workshifts, or between the two (2) four-hour workshifts. A Captain may receive one (1) rest period during the first half of the employee's nine-hour or eight-hour workshift. A Captain who works two (2) four-hour workshifts may receive one (1) rest period during each four-hour shift.
- e. A Captain shall be granted a holiday that falls on the Captain's scheduled eight-hour workshift. If the holiday falls on the scheduled nine-hour workshift, the remaining hour must be taken off as leave first from accumulated compensating time off or holiday in lieu, and second from accumulated vacation time; and, if there are no leave balances, then leave without pay. If the holiday falls when the Captain is scheduled to work the two (2) four-hour workshifts, then both four-hour workshifts shall be deemed the holiday. If a holiday falls on a Captain's scheduled day off, the Captain shall accrue eight (8) hours compensating time off.
- f. Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by a Captain on a scheduled nine-hour workshift shall result in the deduction of nine (9) hours from the Captain's accrued leave balances. Full shift absences on the eight-hour workshift shall result in a deduction of eight (8) hours from the Captain's accrued leave balances. Full shift absences from either four-hour workshift shall result in the deduction of four (4) hours from the Captain's accrued leave balances.
- g. A Captain may return to the standard five-day, forty-hour workweek upon the approval of their appointing authority.
- h. The appointing authority shall have the right to return a Captain(s) to the standard five-day, forty-hour workweek schedule after providing advance written notice of two (2) full pay periods to the affected Captain(s).

Article 7 - Salaries

7.1. Salary Increases

- a. Fiscal Year 2025-26: Effective February 22, 2026, salaries will be increased by two point eight percent (2.8%).
- b. Fiscal Year 2026-27: Effective June 28, 2026, salaries will be increased by three percent (3.0%).
- c. Fiscal Year 2027-28: Effective June 27, 2027, salaries will be increased by three percent (3.0%).
- d. Fiscal Year 2028-29: Effective June 25, 2028, salaries will be increased by three percent (3.0%).
- e. Effective February 22, 2026, the County agrees to adjust the salary for the classifications of Fire Fighter, Fire Engineer, and Fire Captain by seven-point five

percent (7.5%), this includes the elimination and roll in of the Education Incentive formerly contained in Section 7.7 of the 2022-2025 Agreement.

7.2. Salary Administration

- a. **Entry Step:** The entry step within the established range for each class shall be Step "5" unless specifically designated as Step "6", "7", "8", or "9." Except as otherwise provided, any person appointed to a class shall receive the entry step of the ranges of such class and shall accrue other benefits as a new employee.
- b. **Reemployment:** Any person appointed in accordance with the rule governing reemployment following layoff shall receive compensation and benefits as though he or she had been on leave without pay.
- c. **Reinstatement:** Any person appointed in accordance with the rule governing reinstatement following resignation in good standing shall be considered a new employee. At the discretion of the appointing authority, a reinstated employee may receive a starting salary higher than Step "5," but not exceeding the step that 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 they would have received had he or she never left the former class.
- e. **Promotion:** Upon promotion, an employee shall receive the lowest step in the new class which provides an increase of at least five percent (5.0%). Extra-help employees shall be placed at the lowest step of the new class.
- f. **Transfer:** Upon transfer an employee shall receive the same step in the new range as he or she received in the former range. For purposes of this provision, a transfer is a change between classes when the maximum salary range of the class to which the transfer is made is less than five percent (5.0%) higher or is less than five percent (5.0%) lower.
- g. **Demotion:** A demotion is a change to a class which has a maximum salary rate which is at least five percent (5.0%) lower than the maximum salary rate of the former class. Whenever an employee is demoted due to layoff, without cause or inability on 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 he or she received in the higher range. An employee with permanent status in a class who, with the approval of the appointing authority, voluntarily demotes to a lower class shall receive the step in the lower range which provides an equal salary or, in the absence thereof, the nearest lower salary to that which was received prior to demotion.

- h. Return from Leave Without Pay: Return following leave without pay is not an appointment, but is a continuation of service; however, salary and benefits, other than employment status, shall be based on actual service. This provision shall not apply to employees returning from military leave.
- i. Y-Rate: The Board of Supervisors may adopt a Y-rate to apply to: (1) an employee who would suffer an actual decrease in salary as a result of action taken by the County, without fault or inability on the part of the employee, or (2) an employee who is changing from one (1) class series to another, as a normal consequent of career development through the County's upward mobility program, and the salary of the class the employee enters in the new class series is less than the salary the employee was receiving in the former class. A Y-rate means a salary rate, for an individual employee, which is greater than the established range for the class.
- j. Y-Rate Salary Increase: An employee for whom a Y-rate is established shall not receive any increase in salary until such time as his or her rate of compensation is within the established range for their class, at which time the employee shall receive the highest step of the range. The employee shall receive a proportionate decrease in salary whenever a lower range is established for the class in the Agreement.
- k. Granting of Status: Whenever the Civil Service Commission or other appropriate authority grants an employee direct status in another class, the employee shall receive the step determined in accordance with the provisions of this section.
- l. Class Salary Range Changes: When the salary range for a class is changed in the Agreement, employees in the class shall change to the new range but shall remain at the same step. When changes in an employee's class or salary, or both, occur simultaneously with salary range adjustments in the Agreement, the employee changes shall precede the Agreement adjustments in application.
- m. Entry Step Adjustments: When the entry step for a class is adjusted to above Step "5" in the Agreement, the salary step for each employee in the class shall be increased in proportion to the change in entry step; provided, however, that no employee shall advance beyond Step "9."
- n. Biweekly Salaries: The pay period for all employees shall cover fourteen (14) calendar days, starting on a Sunday and ending with the second Saturday thereafter. Salaries shall be paid on the Friday following the end of the pay period; except that if Friday falls on a holiday, salaries shall be paid on Thursday. Salaries shall be computed as provided in this Agreement.
- o. Salary Computation: The regular salary for each employee shall be based on the actual number of days or hours worked in the pay period, including authorized absences with pay, multiplied by the employee's daily or hourly rate. Such payments shall not exceed the biweekly rate as determined by the employee's range and step.

- p. Special Pay: Special payment, including standby, overtime, premium, and other special payment, shall be calculated in accordance with the applicable provisions of this Agreement.
- q. Payment in Full: Compensation paid pursuant to this Agreement shall be payment in full for services rendered in a County position. No employee shall accept any other compensation for services performed in such position.
- r. The salary level at which initial appointments are made to classes with more than one (1) salary level, and advancement from the lower to the higher salary level of such classes (for example, from Level I to Level II) shall be at the discretion of the appointing authority provided the minimum qualifications as stated in the class specifications as adopted by the Civil Service Commission are met. Advancement from the lower to higher salary level shall not be arbitrarily or capriciously denied. By virtue of this provision, the Civil Service Commission is given the authority by both the County and the Union to determine the appropriate minimum qualifications for the salary levels of current and new classes. However, neither the Union nor the County have transferred or assigned any meet and confer rights or obligations regarding the establishment of minimum qualifications for salary levels to the Civil Service Commission.

7.3. Salary Step Increases

- a. Increase to steps above the entry step shall be based on performance and length of service. The employee must have earned the equivalent of at least twenty-six (26) biweekly pay period of full-time eligible service since their step increase date.
- b. Except as otherwise provided below, an employee's step increase date shall be the first day of the first full biweekly pay period in any class or the date of his or her last step increases, whichever is most recent.
- c. An employee's step increase may be deferred while they are in provisional or probationary status. Upon receipt of a deferred increase, the employee's step increase date shall be the same as it would have been had the increase not been deferred; and retroactive payment will be made.
- d. Upon change in class which results in a salary decrease, an employee shall retain the same step increase date.
- e. Upon promotion, an employee shall receive a new increase date when the salary increase is 9.5% or higher.
- f. An employee in Step "9" shall have no step increase date, and service in Step "9" shall not be considered as eligible service for future step increases.
- g. Continuous extra-help employment up to fifty-two (52) weeks of full-time service, or the equivalent, shall be considered as eligible service for a step increase for an employee who is appointed to a regular position without a break in service. Such

extra-help employment shall be subject to all other provisions of this section governing step increases.

- h. Overtime work shall not be considered as eligible service.
- i. A step increase may be denied only for just cause.

7.4. Pay Differential for Acting Leadperson, Fire Captain, or Battalion Chief

- a. When an employee formally is assigned in writing as an acting leadperson, Fire Engineer, Fire Captain, or Battalion Chief for relief necessitated by scheduled days off for a leadperson, Fire Engineer, Fire Captain, or Battalion Chief, vacation relief, sick leave relief, or pending the filling of a vacant position for which civil service appointment processes have been initiated, they will receive a seven and one-half (7.5%) pay differential for the first through the forty-fifth workday in such an assignment. This differential will not be applied to days during the period of the assignment where the employee does not work—for example, holidays and other scheduled or unscheduled time off from work.
- b. No temporary assignment under these provisions shall continue for more than forty-five (45) shifts. The purpose of this restriction is to prevent the pay differential from being used to circumvent civil service appointment processes.

7.5. Payroll Errors

- a. This provision applies when the County determines that an error has been made in relation to the base salary, overtime cash payment, or paid leave accruals, balances, or usage. In such cases the County shall, for purposes of future compensation, adjust such compensation to the correct amount. The County also shall give written notice to the employee.
- b. As used in this section:
 - (1) “Base salary” means the biweekly rate of pay including special pay allowances and differentials but excluding overtime cash payment.
 - (2) “Overtime cash payment” means authorized pay for working in excess of a prescribed number of hours, usually eight (8) hours per day or forty (40) hours per week.
 - (3) “Paid leave” means vacation, sick leave, compensating time off and all other types of authorized leave with pay.
 - (4) “Overpayment” means any cash or leave (balance, usage or accruals) that has been overpaid or over-credited to an employee regardless of the reason, including, but not limited to, administrative, clerical or system errors.

- (5) "Underpayment" means any cash or leave (balance, usage or accruals) that has been underpaid or under-credited to an employee regardless of the reason, including, but not limited to, administrative, clerical or system errors.
- c. If the error has resulted in an overpayment or underpayment, reimbursement shall be made to the County if the error was an overpayment, or by the County if the error was an underpayment, in the amount which has occurred within one (1) year prior to the date of the Director of Personnel Services' initial written notice to the employee.
- (1) In the case of overpayment, reimbursement of the overpayment shall be made through one (1), or a combination of the following methods:
- (a) In cash payment(s) mutually agreed to by the employee and the Department of Personnel Services;
 - (b) A one-time only leave adjustment to CTO or vacation equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave);
 - (c) Installments through payroll deduction to cover the same number of pay periods over which the error occurred. If the installments exceed ten percent (10%) of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least ten percent (10%) of the employee's base salary including incentives, et cetera.
- (2) In the case of an underpayment the County will expedite reimbursement to the employee via an in-lieu warrant, a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
- (3) An employee whose employment terminated prior to full reimbursement of an overpayment shall have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County shall have the right to exercise other legal means to recover the additional amount owed.
- (4) Any amount of overpayment or underpayment for any period earlier than one (1) year prior to the date of the Director's initial written notice to the employee shall be deemed waived and not reimbursable.
- d. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified

by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

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

7.6. Captain and Special Assignments

- a. Training Captains receive an additional ten percent (10%) of pay. If the position receives no bids, the non-probationary Captain with the least seniority, and who has not been previously assigned, shall fill the position.
- b. Fire Prevention Captains receive an additional ten percent (10%) of pay. The Fire Prevention Captain is a four-year commitment; upon completion of the four years, the Fire Prevention Captain has the first right to transfer into a Captain vacancy.
- c. The Chief of Sacramento County Airport Fire may assign staff to Special Assignments based on the department's needs. Employees assigned to a Special Assignment will receive an additional seven-point five percent (7.5%) of pay while performing those duties. Special Assignment duties will consist of, but not be limited to, paramedic trainer, 40-hour workweek trainer, and/or any other Special Assignment that the department deems necessary.
- d. The Fire Chief, at their discretion, may remove an incumbent from special assignment at any time.

7.7. Airport Master Firefighter Certificate

Employees who have an Airport Master Firefighter certificate shall receive an additional five percent (5%).

7.8. Longevity Pay

Permanent employees who reach ten (10) years of full-time service receive a four percent (4.0%) differential. Less than full-time permanent employees shall become eligible upon working the equivalent of ten (10) years of full-time service.

7.9. Salary Survey

A total compensation survey of benchmark classifications consists of top step salary and the following data points available to all employees regardless of assignment: maximum education/certificate, longevity/recruitment up to 20 years of service, employee pension contribution, and any deferred compensation contribution/match. For retirement contributions, the PEPRRA retirement tier will be used for all comparable agencies. The

median of the market will be identified in the survey. Benefits that have been sunset and are no longer available for new employees will not be included.

Medical contributions from employers will be included in a separate survey, but not included in the total compensation. The County’s contribution will be converted to a three-tier contribution by the County’s broker.

The following employers are the comparable market for the purpose of conducting the survey:

- (1) Sacramento Metro Fire
- (2) City of Sacramento
- (3) City of West Sacramento
- (4) City of Woodland

Article 8 - Holidays

8.1. Holidays

- a. Regular employees who work in a unit for which the normal work schedules include Saturdays, Sundays, and holidays will accrue holiday in lieu (HIL) time at the rate of four point six (4.6) hours, or six point four (6.4) hours for a 24-hour schedule, each biweekly pay period.
- b. The maximum accrual of HIL time for a twelve-month period is one-hundred and four (104) hours, or one hundred and forty-five point six (145.6) hours for a 24-hour schedule. Cash payment shall be made for HIL time in excess of one-hundred and four (104) hours, or one hundred and forty-five point six (145.6) hours for a 24-hour schedule.

Article 9 - Leaves

9.1. Vacation

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

Vacation Accrual for Employees on 40-Hour Work Schedule

Years of Service	Biweekly Accrual	Maximum Accrual
Less than 3 years	3.1 hours	240
More than 3 years, less than 6 years	4.6 hours	320

More than 6 years, less than 9 years	5.5 hours	400
More than 9 years, less than 10 years	5.8 hours	400
More than 10 years, less than 11 years	6.2 hours	400
More than 11 years, less than 12 years	6.5 hours	400
More than 12 years, less than 13 years	6.8 hours	400
More than 13 years, less than 14 years	7.1 hours	400
More than 14 years, less than 15 years	7.4 hours	400
More than 15 years	7.7 hours	400

Vacation Accrual for Employees on 24-Hour Work Schedule

Years of Service	Biweekly Accrual	Maximum Accrual
Less than 3 years	4.3 hours	336
More than 3 years, less than 6 years	6.4 hours	448
More than 6 years, less than 9 years	7.7 hours	560
More than 9 years, less than 10 years	8.1 hours	560
More than 10 years, less than 11 years	8.7 hours	560
More than 11 years, less than 12 years	9.1 hours	560
More than 12 years, less than 13 years	9.5 hours	560
More than 13 years, less than 14 years	9.9 hours	560
More than 14 years, less than 15 years	10.4 hours	560
More than 15 years	10.8 hours	560

- c. Employees shall be eligible to use accrued vacation as provided in this section. Employees who separate or are terminated from County service or who take military leave in excess of one-hundred and eighty days (180) shall be paid the full monetary value of their full vacation. Such payment to employees who separate or are terminated shall be made on the last workday of actual duty or as soon thereafter as possible.
- d. 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.
- e. Supervisors shall prepare and post for their organizational units a schedule of available vacation periods based on efficient staffing of the unit in relation to estimated workload. Employees shall indicate by order of preference the vacation period(s) desired. If employees request that their vacation be taken in two (2) or more non-contiguous vacation periods, their seniority within current classifications shall apply to their first choice of vacation periods requested. Seniority shall also apply to second and subsequent choices in determinations involving employees'

second and subsequent choices. Seniority shall be exercised only once by each employee in each successive choice of vacation periods.

- f. The supervisors shall review these requests, resolve any conflict in favor of employees with the greater seniority within current classification, and recommend the completed schedule to the appointing authority or designee. After the vacation schedule has been approved by the appointing authority, an employee promoted into or transferred into a unit may not "bump" another employee's previously scheduled vacation period without that employee's consent.
- g. The supervisor shall post the unit schedules mentioned in Subsections j. and k. above by January 10 of each year. Employees shall submit their vacation request(s) no later than the close of business January 31. The supervisor shall post the approved vacation calendar in an area easily accessible to employees by February 15.

9.2. Sick Leave While on Vacation

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

9.3. Sick Leave

- a. Sick leave credits shall be earned by a regular employee based on the equivalent of full-time service from the date of appointment. Sick leave credit shall accrue to the employee upon completion of the regular work assignment on the last day of the biweekly pay period in which it is earned. Sick leave credit shall accrue on the basis of six and four-tenths (6.4) hours for twenty-four-hour work schedule or four and six-tenths (4.6) hours for forty (40) hour work schedule per biweekly pay period of service, and may be accumulated without limitation.
- b. 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 (e.g. 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.
- c. Employees are entitled to use sick leave consistent with reasons in in this Section for the following relationships:

(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) Registered 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
- d. Sick leave shall be provided in accordance with applicable state/federal laws for the relationships in 9.3(c) for the following purposes:
- (1) Employee is physically or mentally unable to perform their 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 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;
- e. The appointing authority may require reasonable substantiation of the need for, and use of, sick leave.
- f. If it is not practical to return an employee to work after a partial day's sick leave, the County may permit the employee to use sick leave for the entire day.

9.4. 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 pro-rated. The remaining Bereavement Leave is unpaid except that an employee may choose to use any available leave balances. 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 forty (40) hours of paid County bereavement leave and the total regularly scheduled hours over five (5) work shifts, as unpaid time or with the use of any available leave balances.

b. Family members are defined as in Government Code 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 that an employee seeking bereavement leave provide documentation to support the leave within thirty (30) calendar days of the first day of leave.

9.5. Military Leave

Employees shall be granted military leave as required by statute.

9.6. Disability Leave

- a. An employee who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination as the appointing authority deems necessary. They 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 they have accrued. Such disability leave with pay shall be charged against the employee's accrued leave with pay;
 - (2) During any period of disability for which payment is provided under Worker's Compensation Insurance, the employee shall elect to either:
 - (a) Retain any worker's compensation benefits received during the pay period and receive full pay. The employee shall use their accrued sick leave, vacation, CTO and HIL on an hour-for-hour basis to cover all hours the employee is absent from duty due to the work-related disability during the applicable pay period. Or,
 - (b) Retain any worker's compensation benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the worker's compensation benefits added together are equivalent to the employee's full pay. The employee shall use their accrued sick leave, vacation, CTO, and HIL in an amount equal to one-half of the number of hours the employee was absent from work during the pay period due to the work-related disability. If, however, the amount of the worker's compensation benefits is subtracted from the employee's full pay for the time off due to the disability, and the remainder is less than one-half of the amount of such full pay, then only the number of leave balance hours necessary to equal that remainder shall be charged.
- c. All disability leave provisions of this section shall terminate when the employee uses all accrued sick leave, vacation, CTO, or HIL balances, or upon the date of the employee's recovery from disability, receipt of permanent disability under

worker's compensation insurance, retirement, termination from County employment or death.

9.7. Jury Duty

- a. Employees summoned for jury service will be released from scheduled duty without loss of pay for those periods they are required to be present at the courthouse provided they have requested "telephone standby." Employees summoned for jury service shall request "telephone standby" where available and appropriate, in writing either on the summons questionnaire or by separate letter and forward a copy of the request to Administration.
- b. Employees who are assigned to "telephone standby" by the Jury Commissioner shall notify their supervisor of this fact and report to work as scheduled. The Department shall arrange suitable work assignments for employees on telephone standby so that they may be relieved of duty upon receiving notice to report for jury duty.
- c. To receive pay for work time lost, the employee must provide the Department with a statement signed by an official of the court, certifying the employee's service as a juror or appearance in court for that purpose, the date or dates of attendance, and the time released from attendance.
- d. Twenty-four (24) Hour Shift Personnel:
 - (1) If a shift employee is required to return to jury duty the following day, then they do not need to return to work. If the jury duty is complete, then they need to return to work. If the jury duty starts again on Monday after closing on Friday, then the employee needs to report to work on Friday, Saturday and/or Sunday if their assigned shift is working any of those shifts. During the Sunday shift, the employee shall be released at 2000 hours, so they will be rested for the Monday morning jury duty assignment.
 - (2) If the employee is required to report for jury duty on the day following their assigned duty shift, the employee shall be released from duty twelve (12) hours prior to the end of their assigned duty shift for the purpose of assuring rest and alertness in the performance of jury duty.

9.8. Time Off for Promotional Examinations and Transfer Interviews

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

9.9. Maternity Leave of Absence

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

9.10. Assignment of Leave for Catastrophic Illness and Other Purposes

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

9.11. Parental Leave

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

9.12. Wellness/Sick Leave Incentive Program

- a. Eligible full-time regular employees who use thirty-six (36) hours for twenty-four-hour work schedule or twelve (12) hours for forty-hour work schedule or less of sick leave in Pay Periods #1 through #13 of any year shall receive a Wellness Certificate enabling them to take twenty-four (24) hours for twenty-four-hour work schedule or eight (8) hours for forty-hour work schedule off with pay during the following six-month period. Eligible full-time employees who use thirty-six (36) hours for twenty-four-hour work schedule or twelve (12) hours for forty-hour work schedule or less of sick leave in Pay Periods #14 through #26 of any year shall receive a certificate enabling them to take twenty-four (24) hours for twenty-four-hour work schedule or eight (8) hours for forty-hour work schedule off with pay during the following six-month period. The certificate shall have no monetary value. The maximum number of hours of sick leave usage will include any hours used under the Family Medical Leave Act.
- b. Regular employees must be continuously on the County payroll and eligible to earn and use sick leave during the entire twenty-six-week period from Pay Period #1 through #13, and from Pay Period #14 through #26. Employees on unpaid leaves of absence during a portion of the designated twenty-six-week period are excluded for that time period. Employees during the designated twenty-six-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 Section 9.6, are excluded from participation for that time period. Employees who were temporary and transferred to permanent positions during the designated twenty-six-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; 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 of time off.

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

Article 10 - 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.
- 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.
- 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 less than the age of eighty (80) and diagnosed with a terminal 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. 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, life insurance cannot be assigned under a court order. The living benefit may pay up to one hundred (100) percent of the combined basic and voluntary life insurance, with a minimum of \$10,000 and up to a maximum 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 is provided for each lawful spouse or dependent (eligible from birth up to age 26). 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:** 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.

Article 11 - Retirement Plan

11.1. 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 three-point seven five percent (3.75%) of their 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 three-point seven five percent (3.75%) of the employee's compensation to the investment account maintained for each participant.
- c. The Deferred Compensation Plan and participation by the County and specified employees described above is in lieu of each party paying FICA taxes as permitted by Internal Revenue Code Section 3121(b)(7)(f).

11.2. Deferred Compensation

- a. As soon as administratively feasible and following the Board of Supervisors' approval of the 2025 Agreement, 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 three percent (3%) of the employee's salary into the employee's 401(a) plan. The three percent (3%) maximum County contribution match will be counted in the calculation of total compensation for the purposes of salary surveys.

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 one point six percent (1.6%) will receive a "matching" contribution of one percent (1%).

- 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 one percent (1%) of 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 the 35-day opt out period after the 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 participant 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.

11.3. Retirement Tiers and Contributions

Eligible employees will be enrolled in the Sacramento County Employees' Retirement System. Employees in Safety Tiers I-III and 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 December 31, 2012 will be placed in Safety Tier IV or Miscellaneous Tier V, based on the classification's retirement designation, with contributions established by the Public Employees' Pension Reform Act.

Article 12 - Allowances and Reimbursements

12.1. Uniform Allowance

Firefighters, Fire Engineers, and Fire Captains:

- a. Employees shall receive a uniform allowance payment of \$38.46 biweekly included in the regular paycheck subject to taxation.
- b. If the County requires an employee to provide additional items of uniform clothing, the initial cost shall be borne by the County. This provision shall not apply to revisions in which an employee is permitted to phase in as current uniforms wear out.

12.2. Mileage Reimbursement

The County shall reimburse an employee who agrees mutually with the County to provide their private cars for use on official business in lieu of using a County-owned car. All private vehicle travel will be reimbursed at the current Internal Revenue Service standard mileage rate. The mileage claim shall be submitted to the employee's supervisor no later than 60 days after the last day of the month being claimed in order for a non-taxable reimbursement.

12.3. Transit Pass

The transit subsidy is \$75 per month.

Article 13 - Safety and Health

13.1. Objective

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

13.2. Safety Glasses

- a. When the County requires the use of safety glasses, the County will purchase and replace such glasses as prescribed below.
- b. An employee who needs prescription glasses and/or has prescription changes is expected to pay for their eye examination. The County will pay for the cost of the glasses due to such changes.
- c. If it is determined by the County that an employee who is provided safety glasses is also exposed to excessive sun glare, clip-on glasses, or tinted glasses will be provided to the employee at County's expense.

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

13.3. Protective Gear and Equipment

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

13.4. Medical Examinations

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

13.5. Rain Gear

- a. When it is determined by the County that employees must work in inclement weather as a normal part of their job duties, the County will provide rain gear which shall consist of a coat with a hat or hood, pants, and such rain footwear determined to be appropriate by the County.
- b. The County shall replace such gear when no longer serviceable.

13.6. Safety Committee

- a. The County and Union agree to form a safety committee for the purpose of developing safety incentive award programs for employees in the bargaining unit.
- b. The safety committee will operate pursuant to Section 15.9 (Joint Labor - Management Committee).

Article 14 - Career Development

14.1. Education Reimbursement

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

14.2. Location or Shift Bidding

- a. The bid process shall occur every two years by the end of the second week of November, with the transfers to commence on the first rotation of January.
- b. Those assigned to special assignments shall bid in accordance with Section 14.2.

- c. Personnel shall bid for assignment on a seniority in class basis. Where seniority dates in the class are the same, ties shall be broken in the following sequence:
 - (1) Employee with the earliest date of continuous County service.
 - (2) Employee with the highest standing on the eligible list from which the appointments to the applicable class were made.
- d. Captains shall bid first, followed by Engineers, and then Firefighters.
- e. Captains shall select a shift and station.
- f. Engineers shall select a shift, a captain, and/or as station.
- g. Firefighters shall select a shift, a captain, and/or a station.
- h. The County shall, prior to the bid, meet with the Union to identify the following:
 - (1) Skills required in order to qualify to bid a shift (i.e. paramedic)
 - (2) Anticipated vacancies or promotions.
- i. The County and the Union will be responsible to coordinate conducting the bid assignment process in a manner that is mutually agreeable to both parties. This process shall be conducted under the parameters set forth in subsection (c), (d), (e), (f), (g), and (h).
- j. When a vacancy is created through promotion, termination, retirement, resignation, etc., such vacancies shall be posted for a minimum of five (5) days prior to the filling of such positions.
 - (1) Employees who are qualified for such vacancy may request, through the chain of command to the Fire Chief or designee, to be assigned to such vacancy. These vacancies shall be filled in accordance with part (c) of this section.
 - (2) Subsequent vacancies resulting from the assignment made pursuant to the above shall be filled in the same manner.

14.3. Probationary Period

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

resignation in good standing shall be required to serve the probationary period of any class to which they are reinstated if such reinstatement is to a permanent position.

Article 15 - Miscellaneous

15.1. Classification Changes

- a. The County, when developing proposed new or revised class specifications which directly change the classification of positions occupied by employees represented by the Union, will notify the Union via email by providing a copy of the report to be submitted to the Civil Service Commission. The Union may request to meet over the effects of the proposed changes, but any meeting and conferring will be concluded within thirty (30) days following notice and nothing will prevent the County from proceeding to the Civil Service Commission for consideration.
- b. The parties may mutually agree on a case-by-case basis to modify the above time frames.

15.2. Letters of Reprimand

- a. Each employee shall be given an opportunity to read and sign formal letters of reprimand prior to the placement of such material in their personnel file. The employee shall receive a copy of the letter of reprimand. A "letter of reprimand" is a written censure of an employee. Letters of reprimand shall be given only for just cause.
- b. An employee may grieve whether a formal letter of reprimand was given for just cause through to Step 2, the Director of Airports. Letters of reprimand are not arbitrable and the grievant shall not have the right to refer the matter to binding arbitration.

15.3. List of Employees and Representation Information

a. Quarterly Reports:

- (1) A list of employees newly assigned into the representation unit, including mailing addresses, shall be provided to the Union on a quarterly basis.
- (2) The County shall provide the Union with a dues and fees deduction report specifying the following information for each employee within the Firefighters – Aircraft Rescue and Firefighting Unit for which such deduction was made through the County payroll system:

(a) Name

(b) Social security number

(c) Budget unit number associated with the employee's position

- (d) Classification code
- (e) Employment status code
- (f) Amount of gross pay earned in the pay period
- (g) Year-to-date deduction amount on a calendar year basis
- (h) Amount of the deduction

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

- (3) The County shall furnish to the Union a list of all employees represented by the Union. Employees shall be listed by department and classification within department. Such listing shall also indicate the class code, date assigned to the class, employment date, social security number, employment code, location code and salary range and step. Such lists shall be furnished quarterly to the Union on the first payday in the months of January, April, July, and October.
 - (4) A list of employees within Firefighters – Aircraft Rescue and Firefighting Unit who have not authorized a Firefighters – Aircraft Rescue and Firefighting Unit payroll deduction and the amount of their gross pay earned in the quarter shall be provided to the Union.
 - (5) Only upon request of the Union and no more than four (4) times per fiscal year, an updated list of the names and mailing addresses of all employees in the Firefighters – Aircraft Rescue and Firefighting Unit shall be provided to the Union.
- b. The above mailing addresses that are provided to the Union are given to the Union for its exclusive use for the sole purpose of conducting Union business and are to be kept confidential. The Union agrees not to release any employee mailing address to any other party without the written consent of the employee.
 - c. Any questions regarding any reports provided under this section shall be made in writing to the Office of Labor Relations. The Office of Labor Relations shall respond in writing to the Union questions.

15.4. Disability Retiree Return Rights

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

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

15.5. Absence without Leave as Automatic Resignation

- a. If an employee is absent without leave for five (5) consecutive workdays, such employee shall be required to submit a written statement to their appointing authority stating that they desire to retain their employment. If the employee fails to submit such a written statement to the appointing authority within two (2) workdays after written notice of the written statement requirement has been served on the employee, such failure shall constitute an automatic resignation from County service. The foregoing does not preclude the appointing authority from taking disciplinary action.
- b. The written notice to the employee may be personally served or it may be served by mail to the last known address of the employee and is complete on mailing. The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which they are assigned.
- c. The written statement of the employee must be either personally handed to the appointing authority or delivered to the appointing authority by registered mail return receipt requested.
- d. A permanent employee may, within fifteen (15) calendar days of the effective date of such separation, file a written request with the appointing authority for reinstatement. Reinstatement may be granted only if the employee makes a satisfactory explanation to the appointing authority as to the cause of their absence and their failure to obtain leave therefore, and the appointing authority determines that they are ready, able and willing to resume the discharge of the duties of their position or, if not, that their appointing authority consents to a leave of absence to commence upon reinstatement.

15.6. Discussion of Alternatives to Layoff

- a. If it becomes necessary for the County to have a reduction of force, the parties mutually agree to discuss alternatives to layoff. Such discussions may include reduced workweek, leaves of absence, voluntary layoffs, and/or other issues which may minimize mandatory layoffs.
- b. The Union shall give notice of its intention to discuss alternatives to layoff immediately upon notification to the Union that layoffs are necessary. The parties, upon discussion, will make every effort to reach agreement within the fourteen-day notice of layoff period required in the layoff provisions of this Agreement. This provision shall not limit the County's right to layoff employees following the fourteen-day notice requirement of the layoff provisions of this Agreement.

15.7. Personnel Files

- a. For the purposes of this section, personnel file shall mean the employee's departmental personnel files and in those divisions which keep separate division personnel files, such division personnel files.
- b. The County shall provide an employee and their designees with the right to inspect their personnel files at a reasonable time and upon reasonable notice.
- c. When the County finds it necessary to issue an employee an incident report documenting an incident or accident, or to issue a letter of counseling or letter of warning or letter of reprimand to an employee, the County will follow the following procedure:
 - (1) Afford the employee, if available, an opportunity to read and sign the report or letter before it is placed in their personnel file.
 - (2) Allow the opportunity to respond in writing to the facts contained in said report or letter if said report or letter contains adverse comments regarding the employee. Such written response shall be made within five (5) working days of receipt of said report or letter.
 - (3) Give the employee a copy of said report or letter if it contains adverse comments. If the County fails to provide the employee with a copy of said report, a copy will be provided upon discovery of such failure or upon request of the employee.

15.8. Union Waiver

The Union agrees, without further action by the County or the Union, to waive its right, if indeed there is such a right, to negotiate decisions, procedures, and rules of the Civil Service Commission and the Board of Retirement, so long as any action taken by such Board or Commission takes place after a public hearing, during which the Union may testify; and changes to the Employee Relations Ordinance which prohibit recognized employee organizations from representing both a supervisory and a non-supervisory unit, and/or restrict a law enforcement employee organization from representing non-law enforcement units.

15.9. Joint Labor Management Committee

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

- a. The committee will meet every other month or more often if mutually agreed to by the parties.

- b. The agenda for each meeting will be decided five (5) working days in advance of the meeting, unless otherwise mutually agreed to by the parties.
- c. The County will release a reasonable number of officially designated Union stewards 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 5 of this Agreement.

15.10. Emergency Medical Technician Training

Firefighters, Fire Engineers and Fire Captains will be provided Emergency Medical Technician (EMT) training on County time as long as the EMT is required and/or mandated.

15.11. Paramedic Pay Differential

Employees may be assigned Paramedic duties and responsibilities. Such assignments shall be made in writing by the appointing authority. Employees assigned as Paramedics shall receive a Paramedic Pay Differential of 10% of base salary.

The appointing authority has the sole discretion to determine the number of employees who are appointed as Paramedics. Employees assigned additional Paramedic duties shall maintain a valid California Paramedic License and Sacramento County Paramedic accreditation.

The appointing authority shall have the right to remove paramedic differential pay from any employee as a result of loss, or lapse of, paramedic licensure and accreditation by the Sacramento County or State of California requirements and regulations.

15.12. On Duty Travel

On an as needed basis, one (1) employee who is not assigned as a Paramedic shall be able to make one (1) provisions trip to the nearest grocery store. Such employee shall use a non-emergency response department vehicle.

15.13. Entire Agreement

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

15.14. Contracting for Services

The County will notice the Association and provide an opportunity to demand bargaining prior to the Board considering the authorization of contracting for services historically

performed by bargaining unit employees. If these services have previously been contracted within the past three years, such notice for contracting will only be required where there is an increase to the volume of work contracted as measured by the estimated number of Full-Time-Equivalent County positions it would require to deliver the services; where the new contract period does not involve an increase to the amount of contracted work, the Association waives any right it may have to meet and confer under Charter Section 71-J. This Section is not intended to modify Charter Section 71-J and will not require the County to notice regarding special services that bargaining unit members have not historically performed.

15.15. 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 16 - Seniority, Layoffs, and Reemployment

Division A – Application-Purposes-Rights

16.1. Purpose

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

16.2. Definitions and Interpretations

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

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

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

16.3. Layoff

- a. When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in a department, the order in which employees will be laid off within each class which is affected by the layoff shall be based on seniority as provided in Section 16.5.
- b. Temporary and provisional employees in the class involved in the layoff shall be separated prior to the layoff of any probationary or permanent employees.
- c. Prior to the layoff of any probationary or permanent employee, any permanent employee who currently is serving in a temporary position in that class shall be separated and returned to the class in which the person holds permanent status in that department.
- d. Probationary and permanent employees shall be laid off in the inverse order of their seniority.

16.4. Right to Demote

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

(1) If there is only one (1) other lower salaried class within the department in which the employee formerly held permanent status, the employee shall be

demoted to that class. If there is no vacancy in that class and the demoting employee has less seniority than all other employees within the department in that class, the demoting employee shall be laid off from that class and from employment.

- (2) If there are two (2) or more lower salaried classes within the department in which the employee formerly held permanent status, the employee shall be demoted to that class in which the employee formally held permanent status which has the highest salary. If there is no vacancy in that class, and the demoting employee has less seniority than all other employees within the department in that class, the above process shall continue until the demoting employee either reaches a class within the department in which the employee formerly held permanent status in which there is a vacancy or in which the employee is not the least senior employee within the department in that class, or the employee is laid off from employment.
 - (3) An employee who is least senior in a class in which there is no vacancy and to which an employee demotes from a higher class within the department shall be laid off from that class, and shall have the same right to demote as does any other employee who is laid off.
 - (4) An employee demoted under this procedure shall be deemed to have exercised the employee's right to demote and to have accepted each demotion, subject to the employee's right to resign from employment.
 - (5) An employee who is demoted from a class in which the employee holds permanent status shall be deemed for all purposes to have been laid off from each class from which the employee subsequently demotes or is displaced, including classes which the employee passes through because of the absence of a vacancy and insufficient seniority to occupy a position.
- b. An employee who is scheduled for layoff shall be entitled to request a demotion to another class in which the employee formerly held permanent status which is currently authorized in another department. Except as provided in (3) below, the right to request demotion to another department applies to any class in which the employee formerly held permanent status which has a lower salary than the class from which the employee was laid off, which is authorized in any department other than the department to which the employee was assigned prior to layoff.
- (1) The appointing authority of the department to which the employee requests transfer may, in the appointing authority's discretion, grant a request to demote if there is (a) a vacancy in the class within the department or (b) the requesting employee would not be the least senior employee in the new department within the class to which the request is made.

- (2) An employee whose request to demote to another department is granted, shall be deemed for all purposes to have been laid off from the class from which the employee demotes.
- (3) Such right to request demotion shall not apply to a class to which an employee is demoted within the same department. The purpose of the right to request a demotion to another department is to avoid layoff from employment.

16.5. Seniority

- a. Seniority shall be determined by the date of original appointment to the class. For purposes of this article, the "date of original appointment to the class" is defined as the date the employee first was appointed to the class, on or after the most recent date of entry into County service, regardless of type of appointment, including, but not limited to, provisional, limited term, temporary and exempt.
- b. A seniority list shall be prepared for each class for purposes of layoff and shall include all probationary and permanent employees in that class. Where seniority dates in the class are the same, ties shall be broken in the following sequence:
 - (1) Employees with the earliest date of entry into continuous County service.
 - (2) Employees with the highest standing on the eligible list from which the appointments to the applicable class were made.
- c. The seniority date for an employee who terminates and subsequently returns to County service in accordance with the military leave provisions of Section 2.78.785 of the Sacramento County Code shall be the date of original appointment to the class, prior to the military separation.
- d. If an employee's position is reallocated to a different class, and the former class is no longer authorized in the employee's department, the employee's date of appointment to the former class shall be the seniority date in the class to which the position was reallocated. In such cases the right to demote shall apply to the new class.
- e. If an employee is in a class which is retitled, the seniority date in the retitled class shall be the date of appointment to the original class which has been retitled.
- f. If an employee returns to a former class in which the employee previously held permanent status, the employee's seniority date in the former class shall be the date of original appointment to the former class.

16.6. Jurisdiction

- a. If an employee in a class covered by this article is laid off from that class and demotes to a class which is not covered by this article, then this article no longer

applies in respect to the determination of the employee's seniority within the class to which demotion occurs. In such cases, the determination of seniority within the class to which the employee is demoted shall be based on the agreement of the new representation unit or the Sacramento County Code, whichever applies.

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

Division B – Layoff

16.7. Notice of Layoff

- a. Each employee subject to layoff shall be given written notice of layoff. The notice shall prescribe the effective date of layoff. The written notice shall either be personally handed to the employee, delivered to their last known address, or mailed to the last known address if such address is a post office box number. The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which they are assigned. The notice shall be deemed served on the date it is personally handed to the employee, or on the date it is left at their last known address, or on the date it is mailed to their last known address, as the case may be.
- b. The effective date of layoff shall be not earlier than the 14th calendar day following the date of service of the notice of layoff.

16.8. Notice to Union

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

16.9. Grievance Arbitration Procedure

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

16.10. Grievance

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

asserting that an employee or employees have been not served with notice of layoff, not timely served with notice of layoff, misplaced within the order of layoff, or incorrectly identified for layoff under the order of layoff, in violation of the terms of this article.

16.11. Time, Place, and Manner of Filing

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

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

16.12. Delivery to Union

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

16.13. Complaints by Union

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

16.14. Arbitration Scheduling

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

16.15. Consolidation of Proceedings

- a. It is understood that the County is entering into this type of agreement with exclusive representatives of other representation units of County employees. The County Executive or their designee shall be authorized to order the consolidation for purposes of hearing and decision of a complaint by Union with one (1) or more complaints by exclusive representatives of other representation units, except as to unit representatives who file their complaints on dates which preclude the scheduling of the consolidated hearing.
- b. Consolidation shall be effected by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice shall designate the arbitrator for the consolidated hearing from among those specified in Subsection 16.16-a., or in the event of their unavailability, the arbitrator selected pursuant to Subsection 16.16-b.
- c. The Union shall be authorized to withdraw from the consolidated proceedings by serving written notice of withdrawal upon the County's Office of Labor Relations within five (5) calendar days after service of the notice of consolidation.
- d. In the absence of agreement between the parties and the arbitrator, the arbitrator shall schedule the date, time, and place of the hearing.
- e. If the Union withdraws from a consolidated proceeding, the County shall have a right to a reasonable continuance of any hearing of the Union's complaint if necessary in order to avoid the hearing of more than one (1) complaint of a unit representative on the same day.
- f. If the Union withdraws from a consolidated hearing, and subsequently an arbitrator makes a back-pay award under the Union's complaint, there shall be subtracted from the amounts owing any and all back-pay attributable to the period, between the date of an arbitrator's decision on the Union's complaint and the date of an arbitrator's decision on the complaint which is the first one decided among those ordered to be consolidated.

16.16. Appointment of Arbitrator

- a. An impartial arbitrator shall be selected jointly by the parties.
- b. In the event the parties are unable to agree, the parties shall solicit from the State of California Mediation and Conciliation Service a list of seven (7) arbitrators. After receipt of the list, the parties shall alternately strike an arbitrator's name from the list until one (1) name remains. If the selected arbitrator is unable or unwilling to hear the grievance within the time prescribed by Section 16.14, the parties shall again repeat the process unless they can mutually agree upon an arbitrator.

16.17. Hearings

- a. Except as otherwise mutually agreed or otherwise provided herein, the arbitration hearings shall be conducted in accordance with rules of the American Arbitration Association.
- b. In the event complaints are consolidated for purposes of hearing and decision, all unit representatives shall present their complaints and evidence in support of their cases in chief before the County presents any rebuttal evidence and its case in chief as to any individual complaint or the complaints as a whole.
- c. Whether or not the proceedings shall be consolidated, the parties to the proceedings shall be deemed to be the County and Union (and other unit representatives, if any), and no employee or groups of employees shall be deemed to be parties of the proceedings.

16.18. Questions

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

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

16.19. Decision

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

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

- c. The arbitrator shall not have jurisdiction or authority to revise the order of layoff as to any employee except to the extent necessary to grant relief to an employee determined to have been assigned an improper order of layoff alleged in both a timely grievance and a timely complaint.
- d. The arbitrator shall have authority, in the event of a determination that an employee incorrectly identified for layoff in a timely grievance and a timely complaint, to order the reinstatement of such employee with back pay. For each employee so reinstated, the arbitrator shall determine and designate the employee currently working for the County who should have been identified instead, and shall order the layoff of each such employee. The order of layoff shall become effective fourteen (14) calendar days following service of the notice of layoff which results therefrom pursuant to Section 16.7.
- e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff of fewer personnel than ordered by the County or which otherwise impairs the discretion of the County to determine the number of personnel within each department who will be employed.
- f. The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit their decision to the application and interpretation of its express provisions.
- g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by those interpretations.
- h. The decision of the arbitrator shall be final and binding as to all matters within their jurisdiction.

16.20. Costs

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

Division C – Reemployment

16.21. Entitlement

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

- a. A person who held permanent status in the class from which the person was laid off shall, during the two-year period following the effective date of layoff, be entitled to be appointed from a departmental reemployment list to a vacancy authorized to

be filled in that class within the department from which the person was laid off pursuant and subject to the provision set forth in this division.

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

16.22. Type of Position

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

16.23. Limited Term

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

16.24. Departmental Reemployment Lists

- a. The County shall prepare a departmental reemployment list for each class in each department in which an employee with permanent status in that class is laid off. As personnel are separated from a class in which they hold permanent status, their names shall be added to the list for the class and department in which the layoff occurs in the inverse order in which they are separated from service in that class.
- b. Notwithstanding any provision of this article to the contrary, the order of names on departmental reemployment lists shall be derived from (by inverting) the order of layoff prescribed by layoff lists, as the order of layoff may be modified by agreement between the parties or award under grievance-arbitration proceedings commenced pursuant to layoff under Division B, above. The purpose of this provision is to insure that disputes concerning the order of layoff and of departmental reemployment lists are raised and settled at or near the time of layoff, and not at the time reemployment is sought.

16.25. Countywide Reemployment Lists

The County shall prepare Countywide reemployment lists for each class from which personnel with permanent status in the class were laid off. Each list shall constitute a merger of persons who were laid off from the class and who held permanent status therein. The order of personnel on each Countywide reemployment list shall be based upon seniority according to the date of original appointment to the class to which the list refers, as determined under Division A.

16.26. Appointment and Certification Priorities

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

- a. A vacancy in a class shall be filled first from the Medical Center transfer eligible lists prescribed in Section 7.7(d) of the Civil Service Rules, as that section existed prior to August 15, 1974. If the vacancy is not filled by appointment from the Medical Center transfer eligible list, then;
 - (1) One (1) person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.
 - (2) A person to whom an appointment is intended to be offered may be contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless the person has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to the person's last known address, and the person has failed to accept the appointment in writing within five (5) calendar days following the date of mailing of the notice.
- b. The vacancy shall be filled from that departmental reemployment list for the class in which the vacancy exists and for the department in which the vacancy exists. Persons shall be appointed to vacancies in the order of the list.
 - (1) One (1) person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.
 - (2) A person to whom an appointment is intended to be offered may be contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless the person has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to the person's last known address, and the person has failed to accept the appointment in writing within five (5) calendar days following the date of mailing of the notice.
- c. No persons shall be certified for appointment from a Countywide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the Countywide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name shall be certified for vacancy in excess of one (1).
 - (1) For each person who declines an offer of appointment, an additional name shall be certified.
 - (2) A person on the Countywide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as is specified in Subsection 16.26-b.(2).
 - (3) If there are fewer than three (3) names on the Countywide reemployment list, a rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

16.27. Removal from Departmental Reemployment Lists

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

- a. Upon the expiration of two (2) years following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule. Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.
- c. Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Subsection 16.26-b.(2) except in instances where the person states in writing that they are temporarily medically incapacitated.
- d. In the event a person states in writing that they do not desire appointment from the list, or fails to file a written statement expressing their desire for appointment within five (5) calendar days following certified mailing to the person's last known address.

16.28. Removal from Countywide Reemployment Lists

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

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

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

16.29. Effect of Reemployment

- a. When a person is reemployed from either a department reemployment list or a Countywide reemployment list, the period of unemployment following the layoff shall not be treated as an interruption of service for purposes of reestablishing salary, benefits, or seniority. The period of such unemployment shall be treated as County service for seniority purposes. However, with the exception of seniority, the period of unemployment shall not be treated as County service for any other purposes.
- b. Any person who is reemployed from either a departmental reemployment list or a Countywide reemployment list into a permanent position in County service shall be entitled to reinstatement of any sick leave balances that had previously accrued to that employee as of the effective date of lay-off.

16.30. Service of Reemployment Lists

- a. Not later than January 1 of each year, the County shall serve by mail upon Union a set of copies of all Countywide reemployment lists and all departmental reemployment lists for classes covered by the Agreement. Such service shall be made once, and shall include all such lists prepared as a result of all layoffs which have occurred between July 1 and the date of service.
- b. Not later than July 5 of each year, the County shall serve by mail upon Union a set of copies of all Countywide reemployment lists and all departmental reemployment lists for classes covered by this article. Such service shall be made once, and shall include all such lists prepared between the date of service pursuant to paragraph a. and June 30, inclusive.

16.31. Grievance Arbitration Procedure

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

16.32. Existence, Order and Contents of Reemployment

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

- b. No later than twenty (20) calendar days following each service of reemployment lists upon the Union, the Union shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list required by this article, has established a reemployment list prohibited by this article, the order of personnel contained on any one or more of the lists violates the provisions of Sections 16.21, 16.22, 16.23, 16.24, or 16.25, that personnel have been placed on a list in violation of said sections, or that personnel have been omitted from the lists in violation of said sections.
- c. The grievance shall specifically identify:
 - (1) The list or lists to which the grievance refers;
 - (2) The nature of the alleged violation or violations, the facts on which the alleged violations are based, and the section or sections of this article violated;
 - (3) The names of any personnel alleged to have been erroneously placed upon or omitted from the list or lists; and
 - (4) The changes in lists alleged to be required in order to remedy the alleged violations.
- d. The grievance shall be filed with the County's Office of Labor Relations, and shall be received by the Director not later than twenty (20) calendar days following service of the lists pursuant to Section 16.30.
- e. The failure of Union to file a grievance within the time required herein shall constitute a waiver of the right to challenge the matters referred to in this section, which is binding upon Union and all other persons.

16.33. Other Matters

- a. Except as to matters referred to in Section 16.32, the Union and any persons laid off from a class covered by this article shall be authorized to file a grievance alleging a violation of Sections 16.21 and 16.29.
- b. Such grievances shall be filed on forms prescribed by the County with the County's Office of Labor Relations not later than ten (10) working days after the event or circumstance occasioning the grievance. Any grievance not received by the Director within said period shall be deemed invalid, null, and void.
- c. Any grievance filed pursuant to this section, other than one filed by the Union, shall be transmitted by mailed copy to the Union not later than five (5) calendar days after it is filed.

16.34. Pre-Arbitration Hearing

- a. A hearing shall be held by the County Executive or their designee on all grievances filed pursuant to the provisions of Sections 16.32 and 16.33, not later than ten (10) working days following the date of filing. Union shall be given advance written notice of the time, date and place of all such hearings, and shall be authorized to appear and participate therein.
- b. If the County Executive or their designee determines that a grievance shows a violation of this article and is otherwise timely and within the scope of the grievance-arbitration provisions, they shall be authorized to take all actions necessary to grant relief, including the layoff of any employees who have been employed in violation of the provisions of this division relating to reemployment.
- c. The County Executive or their designee shall issue a written decision not later than five (5) working days following the date of the hearing, and shall mail copies to the grievant or grievants and Union.

16.35. Request for Arbitration

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

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

16.36. Arbitration Scheduling

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

- a. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree, the arbitrator shall be appointed by the State Mediation and Conciliation Service.
- b. Except as otherwise mutually agreed or otherwise provided herein, the arbitration hearings shall be conducted in accordance with the rules of the American Arbitration Association.

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

16.37. Decision

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

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

16.38. Costs

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

Division D – Miscellaneous

16.39. Witnesses

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

Article 17 - Discipline and Discharge

17.1. Purpose

It is the intent of the parties that the provisions of this Article shall substitute for any and all appeal procedures provided by the Civil Service Commission relating to the discipline, as defined in Section 17.2 below, of employees in a class included in the Fire Operations Workers Unit.

17.2. Definition

- a. As used herein, "disciplinary action" means demotion, reduction in pay step in class, suspension or discharge of an employee with permanent civil service status.
- b. As used herein, "parties" means the County and an employee who is subject to disciplinary action or their representative.

17.3. Persons Authorized to Initiate Disciplinary action

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

17.4. Application

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

17.5. Cause for Disciplinary Action

No disciplinary action shall be taken against a permanent employee without good cause. "Good cause" is defined as any facts which, based on relevant circumstances, may be

reasonably relied on by the appointing authority in the exercise of reasonable discretion as a basis for disciplinary action. "Good cause" includes, but is not limited to:

- a. Fraud in securing appointment.
- b. Incompetency.
- c. Inefficiency.
- d. Inexcusable neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drunkenness on duty.
- h. Being under the influence of narcotics or habit-forming drugs while on duty.
- i. Inexcusable absence without leave.
- j. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- k. Discourteous treatment of the public or other employees.
- l. Political activity prohibited by state or federal law.
- m. Willful disobedience.
- n. Violation of any of the prohibitions set forth in Section 71 of the Sacramento County Charter.
- o. Refusal to take and sign any oath or affirmation which is a Federal, State or County requirement.
- p. Any failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the County or their employment.
- q. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification.
- r. Any violation of Civil Service Commission Rule 6.6-a which prohibits the solicitation of waivers.

17.6. Causes for Personnel Action Due to Physical or Mental Disability

For non-disciplinary reasons, a permanent employee's employment may be terminated or a permanent employee may be reduced in rank because of physical or mental disability, with or without reasonable accommodation, which disability precludes the employee from the proper performance of the essential duties of their job. Any such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 17.5.

17.7. Notice Requirement and Effective Date of Order

- a. The appointing authority or designee shall file a written proposed order and final order of disciplinary action with the Office of Labor Relations.
- b. A copy of the proposed and final notice of disciplinary action shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address which is within the personnel file of the employee within the department to which they are assigned. If notice is provided by mail, the employee should be deemed to have received notice five (5) days after the date of mailing. At the same time, service shall be made to the Association.
- c. The order shall be approved as to form by the Office of Labor Relations and shall include:
 - (1) A statement of the nature of the disciplinary action;
 - (2) The effective date of the disciplinary action;
 - (3) A statement in ordinary and concise language of all specified facts or omissions upon which the disciplinary action is based; and
 - (4) A statement advising the employee of the right to appeal the action through the arbitration procedure of this article, of the manner and time of which said appeal must be made, and the required content of the appeal.
- d. The disciplinary action shall be effective on the date and time specified in the order of disciplinary action filed with the Office of Labor Relations, provided notice is served as specified in this action.

17.8. Appeal

- a. The employee who is subject to disciplinary action or their representative shall have the right to file an appeal of the disciplinary action, within fifteen (15) calendar days after receiving the final order of disciplinary action, by filing a written notice of appeal with the Office of Labor Relations. The notice of appeal shall contain the name and address of the person to whom all written communication regarding this appeal shall be sent.

- b. The Office of Labor Relations shall promptly provide the appointing authority with a copy of the employee's notice of appeal.
- c. An employee for whom a notice of appeal is filed as provided herein shall be entitled to a hearing, as provided in this article.
- d. An appeal of a disciplinary action is a complaint of a permanent employee with permanent civil service status regarding whether there was good cause for the disciplinary action taken against that employee.
- e. If the employee who is subject to disciplinary action or their representative fails to file a notice of appeal within the time specified in Subsection a. of this section, the disciplinary action shall become final without further action.

17.9. Mediation of a Disciplinary Action

- a. Prior to the arbitration hearing, the Association may request mediation.
- b. Under no case shall the adjustment of resolution of the discipline at this level exceed thirty (30) calendar days from the date of their appeal, unless extended by mutual agreement of the parties.
- c. All costs of the mediator, if any shall be borne equally by the parties. No party shall purposely withhold information at this level but shall disclose all information relevant to the appeal for consideration by the other party.
- d. The mediation procedure shall be entirely informal in nature. However, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the appeal should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation hearing.
- e. The primary effort of the mediator shall be to assist the parties in settling the stated appeal in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one (1) party. If settlement is not possible, the mediator shall provide the parties with an immediate bench opinion, as to how the appeal would be decided if it went to arbitration. That opinion would not be final or binding, but would be advisory. It would be delivered orally and would be accompanied by a statement of the reasons for the mediator's opinion. The advisory opinion may be used as the basis for further settlement discussions or for withdrawal or granting of the appeal. If the appeal is not settled, granted or withdrawn, the parties are free to arbitrate. If they do, the mediator shall

not serve as arbitrator, and no offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration.

- f. Neither attorneys nor court reporters or any other type of note-taker shall be allowed to be present at the proceedings.
- g. 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.
- h. If the issue is not resolved during mediation, and in accordance with established timeliness the appeal shall move to arbitration.

17.10. Assignment of an Arbitrator

- a. The parties to the hearing and to the selection of the arbitrator shall be the employee who is subject to the disciplinary action or their representative and the County.
- b. If the parties are unable to mutually agree upon an arbitrator, a list of five (5) arbitrators shall be requested from the State Mediation and Conciliation Service. The parties shall alternately strike one (1) name from this list and the remaining name shall be the selected arbitrator.

17.11. Amended or Supplemental Order

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

17.12. Discovery

- a. Permissible Discovery: Pursuant to the procedure set forth in Subsection c. below, any party to the arbitration hearing may obtain the following information in the hands of or which may reasonably be obtained by the responding party or the responding party's representative. As used herein, "responding party" shall mean the person of whom the information is requested:
 - (1) Those allegations in the order of disciplinary action which are admitted by the employee and those allegations in the order of disciplinary action which are denied by the employee.

- (2) The name, address and telephone number of each witness whom the responding party intends to call to testify at the hearing.
 - (3) Copies of statements by any person whom the responding party intends to call as a witness.
 - (4) All writing relevant to the issues involved in the appeal including but not limited to reports of mental, physical and blood examinations which the responding party intends to introduce into evidence. "Writing" as used herein shall have the meaning defined in Evidence Code Section 250 which states: "Writing" means handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds or symbols, or combinations thereof.
 - (5) A statement specifically defining the issues in dispute.
 - (6) The foregoing does not apply to witnesses or exhibits used for impeachment or rebuttal.
- b. Confidential or Privileged Matter: If the responding party determines that the writing or other material requested is confidential or privileged, the response to the discovery request shall specifically so state, and shall set forth in detail the grounds upon which confidentiality or privilege is claimed. If the requesting party disputes the claim of privilege or confidentiality, the arbitrator shall resolve the claim. In resolving the claim, the arbitrator may order that the writing or other material be deposited with the arbitrator in a sealed container. In ruling on such claims, the arbitrator may grant or deny the claim of confidentiality or privilege in whole or in part. The arbitrator shall have no authority to resolve any claim concerning material which by statute may only be released by court order. If the arbitrator determines that the material is confidential, but limited disclosure is necessary, the arbitrator may impose conditions upon the use or disclosure of the item by the requesting party. If the arbitrator determines that the material requested is subject to an evidentiary privilege, the decision regarding disclosure of the matter shall be strictly governed by the provisions of the Evidence Code.
- c. Procedure for Discovery:
- (1) Personal Service: At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such hearing, any party may personally serve a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection a. above.
 - (2) Service by Mail: At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set for such hearing, any party may serve, by first-class mail, a written

request upon the responding party, or representative of record, for any or all of the information set forth in Subsection a. above. The effective date of service shall be the date of the postmark.

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

17.13. Timing and Conduct of Hearing

- a. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing shall be a private hearing.
- b. The employee who is subject to disciplinary action may be represented by the representative of their choice.

- c. The employee shall be entitled to appear personally at the hearing and produce evidence.
- d. The appointing authority may also be represented by counsel.
- e. At the hearing, the appointing authority shall have the burden of going forward first with evidence in support of the allegations contained in the order of disciplinary action and shall have the burden of establishing the facts by a preponderance of the evidence. The arbitrator may administer oaths and take official notice of facts as authorized by law.
- f. Oral evidence shall be taken only on oath or affirmation.
- g. A court reporter shall take a transcript of the hearing.
- h. The arbitrator may consider the records or any relevant prior disciplinary actions against the employee which are final, and any records contained in the employee's personnel files if such records were introduced at the arbitration hearing.
- i. Each Party Shall Have These Rights: To call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness; and to rebut evidence. The appellant may be called and examined as if under cross-examination.
- j. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

17.14. Subpoenas

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

17.15. Decision

- a. Following the hearing, the arbitrator shall promptly prepare and submit to the parties to the hearing a decision in the case within thirty (30) calendar days. The decision shall contain and be limited to specific factual findings relating to the facts

alleged in the disciplinary order and any facts asserted by the appellant for purposes of defense or mitigation; a determination of legal issues, if any; a determination of whether the facts found constitute good cause for discipline; and an order that affirms, modifies or sets aside the order of disciplinary action imposed by the appointing authority.

- b. In determining whether there is cause for discipline, the arbitrator shall independently review the sufficiency of the evidence supporting the charges. If good cause for the disciplinary action is found under this independent review standard, the arbitrator shall not modify or reduce the penalty imposed by the appointing authority unless the arbitrator issues written findings demonstrating that there is clear and convincing evidence that the level of such discipline is improper.

17.16. Finality of Decision

The decision of the arbitrator shall be final and binding.

17.17. Costs

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

17.18. Witnesses

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

Article 18 - Term

18.1. Term

- a. The provisions of this Agreement are effective February 22, 2026, except as otherwise specifically provided.
- b. This Agreement shall remain in full force and effect to and including June 30, 2029.


Date: 5/21/2026

Date: 6/4/2026

County of Sacramento

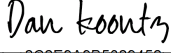
Sacramento Area Firefighters Local 522

Signed by:




Matt Connolly
Chief Labor Negotiator

DocuSigned by:




Dan L. Koontz
Labor Relations Consultant
Mastagni Holstedt, A.P.C.

DocuSigned by:



Michael W. Jarvis
Labor Relations Consultant
Liebert Cassidy Whitmore

Signed by:



Trevor Jamison
President, Local 522

Sheri Thompson-Duarte
Deputy Director, Airports

Frank Gonzalez
Unit Representative, Local 522

Terri Hansen
Senior Personnel Analyst, DPS

Matt Phillips
Member, Local 522