

AGREEMENT
BETWEEN
COUNTY OF SACRAMENTO
AND
SACRAMENTO COUNTY MANAGEMENT ASSOCIATION
COVERING ALL EMPLOYEES IN THE
MANAGEMENT UNIT



2025-2029

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PURPOSE

This Agreement states, in writing, the agreement reached by the representatives of the County of Sacramento (County) and the Sacramento County Management Association (SCMA). This Agreement has been reached pursuant to procedures implementing the Meyers-Milias-Brown Act for the purpose of promoting harmonious relations between County and its management employees represented by SCMA.

ARTICLE 1 - RECOGNITION AND COVERAGE

1.1. Recognition and Coverage

- a. County recognizes SCMA as the exclusive negotiating agent for employees in Representation Unit 032, listed in Exhibit "A."
- b. SCMA recognizes the County Executive as the negotiating representative for County and will negotiate exclusively with their designee, except as otherwise specifically spelled out in this Agreement.

ARTICLE 2 - SCMA RIGHTS

2.1. SCMA Security

- a. County agrees to deduct and transmit electronically to the treasurer of SCMA dues in uniform amounts from all SCMA members within the foregoing units who SCMA confirms have signed an authorization card for such deduction.
- b. SCMA agrees to indemnify, defend, and hold County harmless against any claims made of any nature whatsoever against any suit instituted against County arising from its checkoff of SCMA dues.
- c. County agrees to advise all newly hired regular employees that SCMA does represent employees in the unit. Further, County will distribute to such employees at an orientation session literature soliciting membership in SCMA provided such literature does not demean County, its officers, or employees.
- d. The written authorization for SCMA dues deductions shall remain in full force and effect during the life of the Agreement between the County and SCMA unless canceled in writing by the employee and received by SCMA between the hours of 8 a.m. and 5 p.m. on the last working day of each fiscal year (June 30).

2.2. SCMA Notices and Meetings

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

- b. Use of County meeting facilities requires reasonable advance notice to the appropriate County official and is subject to County use of such facilities; provided, however, that once scheduled, such SCMA 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. SCMA is entitled to reasonable use of designated bulletin boards at offices and work locations where they are established or where they may be reasonably necessary.
- d. SCMA has the right to incidental use of the County's e-mail system and FAX equipment for the purpose of communication with an individual member. Incidental use does not include mass distribution of SCMA materials or announcements or other use inconsistent with the County's Information Technology Policies.
- e. SCMA representatives are permitted, at all times that employees 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 SCMA representative will, upon arrival at the facility, notify the person in charge of the areas they wish to visit. Access may not be unreasonably denied. If denied, the reason or reasons for denial must be stated.
- f. SCMA has the right to reasonable use of the County's existing internal mail system for the limited purpose of communicating with employees who have been designated in writing by SCMA representatives. The County will not be held responsible for untimely or lost mail.

ARTICLE 3 - COUNTY RIGHTS

3.1. County Rights

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

ARTICLE 4 - GENERAL PROVISIONS

4.1. Non-Discrimination

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

4.2. Strikes and Lockouts

- a. No lockout of employees will be instituted by the County during the term of this Agreement.
- b. Neither SCMA 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 that involve suspension of, or interference with, the normal work of the County. In the event that SCMA members participate in such activities in violation of this provision, SCMA must notify those members so engaged to cease and desist from such activities and instruct them to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the County.

4.3. Letters of Reprimand

- a. Each employee is given an opportunity to read and sign formal letters of reprimand prior to the placement of such material in their personnel file. The employee will receive a copy of the letter of reprimand. Within thirty (30) days of issuance of a letter of reprimand by the County, the employee may submit a written rebuttal to the reprimand. A "letter of reprimand" is a written censure of an employee. Letters of reprimand are 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 of the grievance procedure of the Agreement. Letters of reprimand are not arbitrable and the grievant does not have the right to refer the matter to binding arbitration.
- c. If SCMA is not satisfied with the County's second (2nd) step decision concerning an alleged violation of Section 4.3.a, SCMA, within fourteen (14) calendar days of receipt of the decision, may request mediation of the grievance. The parties may jointly agree to non-binding mediation of the grievance. If the parties so agree, they will utilize and abide by the rules of the State Mediation and Conciliation Service. The cost of such mediation, if any, is equally divided.
- d. If an employee receives a letter of reprimand and no subsequent adverse action has been taken by the County during the following two (2) years, the employee may request removal of that letter of reprimand from the personnel file. Request for

removal may not be unreasonably denied.

4.4. Waiver Clause

The parties acknowledge that, for the life of this Agreement, each voluntarily waives the right and each agrees that the other is not obligated to negotiate with respect to any matter included in this Agreement, except as otherwise provided herein. Any matter covered in this Agreement can only be changed after meeting and conferring and reaching agreement. Any such agreement will be reduced to writing and become a side letter or addendum to this Agreement. Any other matter which is within the scope of bargaining can only be changed after meeting and conferring.

4.5. Savings

If any provision of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision is restrained by such tribunal, the remainder of this Agreement continues in full force and effect.

4.6. Classification Changes

The County will notify SCMA when developing proposed new or revised class specifications that directly change the classification of positions occupied by employees represented by SCMA. SCMA may request to meet over the effects of the proposed changes within fourteen (14) days of receiving the notice from the County. If SCMA does not request to meet within fourteen (14) days of receiving the notice, absent good cause, it will be deemed to have waived any right to bargain. If SCMA requests to meet but fails to identify any negotiable effects within fourteen (14) days of meeting, the County may proceed to the Civil Service Commission for consideration. The parties may mutually agree on a case-by-case basis to modify the above time frames.

4.7. Meet and Confers

Where the County is required under Government Code 3500 et. seq. to provide notice prior to making negotiable changes impacting bargaining unit members, the County will provide such notice to SCMA. SCMA will have fourteen (14) days to demand to meet and confer over the topic. If SCMA fails to make a demand within fourteen (14) days, absent good cause, this will constitute a waiver of any right to meet and confer over the topic.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE

5.1. Purpose

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

3. To determine and correct if possible the cause of grievances;
4. To encourage communication between employees and those in higher authority.

5.2. Definitions

- a. A grievance is a complaint of one (1) or a group of employees, or a dispute between the County and SCMA, involving the interpretation, application, or enforcement of the express terms of the Agreement.
- b. The term “immediate supervisor” means the individual who assigns, reviews and directs the work of an employee.
- c. The term “party” means an employee, SCMA or the County.
- d. Representative or SCMA representative, if an employee of the County, refers to an employee designated in writing by SCMA. “Workday” means a day of work for the party appealing or responding to the grievance.

5.3. Time Limits

Each party involved in a grievance will 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. If the grievance is not appealed to the next step as prescribed by this procedure, absent good cause, the grievance will be deemed to be withdrawn.

5.4. Presentation

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

5.5. Employee Rights

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

5.6. Application

Grievances defined in Section 5.2 must be brought through this procedure.

5.7. Informal Discussion

The grievance initially may be discussed with the immediate supervisor. Within five (5) workdays, the immediate supervisor will give their decision or response.

5.8. Formal Grievance - Step 1

- a. If an informal grievance is not resolved to the satisfaction of the grievant, or if the grievant or SCMA believes there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:
 - 1. Ten (10) workdays after the event or circumstances occasioning the grievance; or
 - 2. Within ten (10) workdays of the decision rendered in the informal grievance procedure, whichever is later.
- b. However; if the informal grievance procedure is not initiated within the period specified in Section 5.8.a(1), the period in which to bring the grievance is not extended by Section 5.8.a(2).
- c. A formal grievance must be initiated in writing on a form prescribed by the County and filed with the persons designated by the appointing authority as the first level of appeal.
- d. Within ten (10) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal will hear and investigate the grievance and give their decision in writing.

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. If the appointing authority or designee is the first level of appeal, the grievant may bypass Step 2.
- b. Within five (5) workdays the appointing authority or designee will either agree to implement the proposed resolution, schedule a hearing, or advise the grievant/SCMA, in writing, to appeal the grievance to Step 3.
- c. If the appointing authority or designee proceeds with a Step 2 grievance hearing, the appointing authority or their designee will hear, investigate, and render a written response within fifteen (15) workdays of receipt of the appeal from Step 1.

5.10. Formal Grievance - Step 3

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) workdays.
- b. Hearing and Response - Step 3: The Office of Labor Relations or designee will, 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 will render a written response to the grievance within twenty (20) workdays following the date of the grievance hearing unless extended by mutual agreement of the parties.

5.11. Arbitration - Step 4

If the response of the Office of Labor Relations or designee is not satisfactory to SCMA, SCMA has the right to refer the matter to binding arbitration. Such referral must be submitted to the County Executive or designee in writing 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 section 3500 et seq.
- b. **Service by Mail:** At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set 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 is 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 will prepare and serve a response to the request. The response will 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 that requires a continuous response. Where new or additional information becomes available to the responding party, the information will 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 must give a written negative response as to that particular item within the time specified for response, but will respond fully as to the information that the responding party does possess. The responding party must comply with (d) above after such negative response.
- f. **Disputes:** Any dispute between parties regarding discovery will be resolved by the arbitrator.
- g. **Penalties for Failure to Comply:** The arbitrator will impose penalties for failure to comply with this subsection. These penalties will 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 determines the issue against

the noncomplying party.

5.13. Response

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

5.14. Copy of Decision

At each step of the formal grievance procedure, a copy of the decision will be sent to SCMA and the grievant.

5.15. Selection of Arbitrator

- a. An impartial arbitrator will be selected jointly by the parties within ten (10) workdays of receipt of the written demand.
- b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties will solicit from the State of California Mediation & Conciliation Service a list of seven (7) arbitrators.
- c. After receipt of the list, the parties will alternately strike arbitrator's names from the list until one (1) arbitrator's name remains.
- d. If an arbitrator selected declines appointment or is otherwise unavailable, a new list will be requested as per Section 5.15.b, and the selection will be made as in Section 5.15.c., unless an arbitrator can be mutually agreed upon.

5.16. Decision

- a. The decision of the arbitrator is final and binding.
- b. The arbitrator has no authority to add to, delete, or alter any provision of this Agreement nor will the arbitrator substitute their discretion in any case where the County is given or retains such discretion. The arbitrator must limit their decision to the application and interpretation of the provisions of this Agreement.

5.17. Costs

- a. The fees and expenses of the arbitrator are shared equally by the parties.
- b. The fees and expenses of a court reporter if required by the arbitrator are shared equally by the parties.

5.18. Witnesses

Employees will not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this Agreement. SCMA agrees that the number of witnesses requested

to attend and their scheduling will be reasonable. The County will cooperate in making witnesses available for the arbitration hearing.

5.19. Expedited Arbitration

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

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1. Management Time

The County relies upon the Management Time Off (MTO) policy attached to this Agreement.

6.2. Part Time Employment

An employee who so requests in writing, may at the discretion of the appointing authority, be assigned to less than a full-time (forty [40] hours per week) position.

6.3. Part-Time Employment Benefits

- a. This section applies to regular employees who are employed on a regular part-time basis.
- b. The salary of regular part-time employees is prorated based on the number of hours worked.
- c. Vacation, sick leave, holiday, and bereavement leave benefits is prorated based on the number of hours worked.
- d. Regular part-time employees working twenty (20) hours per week or forty (40) hours or more per pay period are eligible for group medical insurance and health benefits, group dental benefits, and life insurance; and the County makes contributions in the same amount as for full-time regular employees.

6.4. Furloughs

The County will provide reasonable notice and an opportunity to meet and confer over the impact of any proposed furloughs before implementation.

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

- a. Hours of Work - 48/96 Work Shift

(1) Personnel working a 56-hour workweek (2,912 hours per year) work a total of four shifts within a twelve (12) day cycle. Each shift is 24 hours in duration and is scheduled back-to-back, contiguously. A shift rotation is defined as two (2) back-to-back, contiguous 24-hour shifts.

- (2) The twelve (12) day cycle starts at 0800 hours.
- (3) Pursuant to Article 3 County Rights, work schedules are at the discretion of the County. The County reserves the right to review this shift schedule on a periodic basis in order to address any potential inequities or problems.
- (4) Battalion Chiefs assigned to a twenty-four-hour work schedule are 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 are normally performed between 0800 and 1700 hours. Break times and meal periods are considered hours worked and are arranged by the County as operations permit.

b. Salary

1. The pay identified in Exhibit B of this Agreement incorporate any existing differentials (excluding the education incentive identified in Section 7.6(n) subsections (1) and (2), and the Battalion Chiefs on a 24-Hour schedule are not entitled to compensation beyond the Salary listed in Exhibit B.
2. 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 is determined by dividing the employee's annual salary by 2,080 hours.
3. An employee is 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. 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 is 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 accrues 6.44 ($4.6 \times 1.4 = 6.44$) hours of sick leave biweekly. Leave time accruals decrease 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), including Vacation Cash-In per County policy E-6, are 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 are decreased by the conversion factor of 1.4 whenever an employee is reassigned form a twenty-four-hour work schedule to a forty-hour work schedule.

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

d. General

1. If the above provisions conflict with other terms of this Agreement, the provisions of this section prevail.
2. Whenever a term of this Agreement references a forty-hour work schedule, such term will 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.

e. Retirement

An employee is credited with 2,088 hours of service credit per year or eighty (80) hours per pay period for retirement purposes.

f. Jury Duty

1. If jury duty occurs on the same day as a scheduled shift, the employee will inform his/her 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 is 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 is not 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 must report for their assigned shift and will thereafter be released from duty ten (10) hours prior to the end of the shift.

g. Overtime

A Battalion Chief who works a full shift outside of their regularly scheduled shifts will receive overtime at their straight-time rate of pay.

ARTICLE 7 - SALARIES

7.1. Salary Step Increases

- a. Only regular employees are eligible for salary step increases. Increases to steps above the entry step are based on performance and length of service. The employee must have

earned the equivalent of at least twenty-six (26) biweekly pay periods (2080 work hours) of full-time eligible service since their last step increase date.

- b. Except as otherwise provided below, an employee's step increase date is the first day of the first full biweekly pay period in any class or the date of their last step increase, whichever is most recent.
- c. Upon a change in class that results in a salary decrease, an employee retains the same step increase date as was in place prior to change the in class.
- d. Upon promotion from outside the unit to a class in the unit, an employee receives a new step increase date when the salary increase received is 9.5% or higher.
- e. An employee in Step 9 has no step increase date, and service in Step 9 is not considered as eligible service for future step increases.
- f. Continuous extra-help employment up to twenty-six (26) biweekly pay periods of full-time service, or the equivalent, may be considered as eligible service for employees who transfer to a regular position without a break in service.
- g. Overtime work is not considered as eligible service.
- h. A step increase may be denied only for just cause.

7.2. Correction of Payroll Errors

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

limited to, administrative, clerical or system errors.

- c. If the error has resulted in an underpayment, payment must be made by the County to the employee for the underpayment amount which has occurred within one (1) year prior to the date of the initial written notice to the employee. If the error has resulted in an overpayment, the employee must reimburse the County in the overpayment amount that occurred within one (1) year prior to the date of the initial written notice to the employee. Pursuant to IRS regulations wages paid in error in a prior year remain taxable to the employee for that year. The employee may be entitled to a deduction for the repaid wages on their income tax return for the year of repayment.

Prior year wage adjustments for Social Security wages and Medicare wages will be made in the year of repayment. The County and the employee share due diligence to ensure overpayments and underpayments are minimized and corrected timely.

- (1) In the case of overpayment, reimbursement of the overpayment must be made through one (1) or a combination of the following methods, as determined by the policies and procedures of the Director of Personnel Services: Note: the combinations of methods below do not apply to errors where an employee received two (2) direct deposits for one (1) pay period in error. The repayments of duplicate direct deposits are immediately to be reimbursed by the employee in the following manner: 1) by direct deposit reversal, if available and appropriate; 2) by personal check or repayment in the next immediate pay period whichever is most appropriate and timely.

- (a) In cash payment(s) mutually agreed to by the employee and the Department of Personnel Services. Cash payment(s) allow employees to immediately repay an overpayment or to facilitate repayment by employees on leave of absence. It is not intended to be used to circumvent the number of installments or minimum deduction requirements in (c) below.

- (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). If the balances are not sufficient to cover the overpayment, payroll deductions of the overpayment from the employee's future salary will be made in installments until the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge against future accruals is not permitted. Pursuant to IRS regulations the value of the leave adjustment is taxable and is included in wages paid during the period the leave adjustment is made.

- (c) Installments through payroll deduction to cover the same number of pay periods over which the error occurred. If the installments exceed 10% of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least 10% of the employee's base salary including incentives, et cetera, and a hardship is demonstrated. The lower deduction must be requested in writing by the employee.

- (2) In the case of an underpayment the County will expedite payment to the employee via 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 will 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 has 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, is 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 are not deemed to be excused, extended or otherwise modified by the provisions of this section. Nor is 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 precludes the correction or recovery by the County of past overpayments, errors, or other losses which result from errors involving other matters, such as retirement, social security, medi-care, state disability insurance, and court-ordered payments. These errors are collected pursuant to Federal and State Law and Regulations.
 - f. If an error has resulted in an employer overpayment of group insurance premiums or deferred compensation program contributions within one year prior to the date of initial written notice to the employee, the overpayment will be collected through one of the following methods: payroll deduction to cover the same number of pay periods over which the error occurred; if the installments exceed 10% of the employee's base salary, the employee may request in writing to have lower deductions based on a hardship; or a one-time only leave adjustment to CTO or vacation equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave). If the balances are not sufficient to cover the overpayment, payroll deductions of the overpayment from the employee's future salary are made in installments until the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge against future accruals is not be permitted. Pursuant to IRS regulations the value of the leave adjustment is taxable and included in wages paid during the period the leave adjustment is made. If the error has resulted in an underpayment, premium reimbursement is made by the County to the employee. An employee whose employment terminated prior to full reimbursement of an overpayment will 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 has the right to exercise other legal means to recover the additional amount owed.

7.3. Salary Administration

- a. Entry Step: The entry step within the established range for each class is Step 5 unless specifically designated as Step 6, 7, 8, or 9. Except as otherwise provided below, any person appointed to a class receives the entry step of the range of the new class and accrues other benefits as a new employee.
- b. Reemployment: Any person appointed in accordance with the rule governing reemployment following layoff will receive compensation and benefits as though they had been on leave without pay.
- c. Reinstatement: Any person appointed in accordance with the rule governing reinstatement following resignation in good standing is 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, will receive that step of the range that they would have received had they never left the former class.
- e. Promotion: Advancement from a position in one (1) class to a position in a higher class, defined as one having a maximum salary rate at least one (1) step (at least 5%) higher than the employee's former class.
 1. Upon promotion of an employee within the unit to a higher class, the employee will receive the lowest step in the new class that provides an increase of at least 5%.
 2. Upon promotion of an employee from outside the unit to a class in the unit, the employee will receive the lowest step in the new class that provides an increase of at least 5%.
- f. Transfer: Upon transfer of an employee, the employee will receive the same step in the new range as they received in the former range. For purposes of this provision, a transfer is a change between classes where the maximum salary rate of the class to which transfer is made is less than 5% higher or less than 5% lower.
- g. Demotion: A demotion is a change to a class that has a maximum salary rate which is at least 5% lower than the maximum salary rate of the former class.
- h. Whenever an employee is demoted due to layoff, without cause or inability on their part, their salary will be the step in the new range that 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 will receive the same step in the lower range as they received in the higher range. An employee with permanent status in a class who, with the approval of the appointing authority, voluntarily demotes to a lower class will receive the step in the lower range that provides an equal salary or, in the absence thereof, the nearest lower salary to that which was received prior to demotion.

- i. 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, is based on actual service. This provision does not apply to employees returning from military leave.
- j. Y-Rate: The Board of Supervisors may adopt a Y-rate to apply to: (1) an employee who would suffer an actual decrease in salary as a result of action taken by the County, without fault or inability on the part of the employee, or (2) an employee who is changing from one class series to another, as a normal consequence 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. Y-rate means a salary rate, for an individual employee, that is greater than the established range for the class.
- k. Y-Rate Salary Increase: An employee for whom a Y-rate is established will not receive any increase in salary until such time their rate of compensation is within the established range for the class, then the employee will receive the highest step of the range. The employee will receive a proportionate decrease in salary whenever a lower range is established for the class in this Agreement.
- l. Granting of Status: Whenever the Civil Service Commission or other appropriate authority grants an employee direct status in another class the employee will receive the step determined in accordance with the provisions of this section.
- m. Class Salary Range Changes: When the salary range for a class is changed in the Agreement, employees in the class will change to the new range but 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 class and/or salary changes precede the range adjustments in application.
- n. Biweekly Salaries: The pay period for employees covers fourteen (14) calendar days, starting on a Sunday and ending with the second Saturday thereafter. Salaries are paid on the Friday following the end of the pay period; except that if Friday falls on a holiday, salaries are paid on Thursday. Salaries are computed as provided in this Agreement.
- o. Salary Computation: The regular salary for each employee is 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. Payments will not exceed the biweekly rate as determined by the employee's range and step.
- p. Special Pay: Special payment, including standby, overtime, premium, and other special payments, are calculated in accordance with the applicable provisions of this Agreement.
- q. Payment in Full: Compensation paid pursuant to this Agreement is payment in full for services rendered in a County position. No employee will accept any other compensation for services performed in such position.
- r. Exceptional Qualifications: At the request of the appointing authority and subsequent to

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

7.4. Salary Increases

- a. Effective November 30, 2025, salaries will be increased by two-point eight percent (2.8%).
- b. Effective June 28, 2026, salaries will be increased by three percent (3.0%).
- c. Effective June 27, 2027, salaries will be increased by three percent (3.0%).
- d. Effective June 25, 2028, salaries will be increased by three percent (3.0%).

7.5. Market Adjustments

- a. Effective November 30, 2025, the classifications below receive equity adjustments as follows:

<u>Classification</u>	<u>Equity Adjustment</u>
Battalion Chief	2.5%
Behavioral Health Peer Spec. Prog. Mgr.	5.0%
County Pharmacist	5.0%
Election Manager	2.0%
Food Services Program Manager	5.0%
Pharmacy Manager	5.0%
Sr. Dentist Management	2.0%

- b. Effective June 28, 2026, the classifications below receive equity adjustments as follows:

<u>Classification</u>	<u>Equity Adjustment</u>
Associate Physician Management	1.0%
Sr. Dentist Management	2.0%
Sr. Physician Management	1.0%
Sr. Physician Management D/CF	1.0%

7.6. Special Compensation and Differential Compensation

Sections 43, 44, and 45 of the County Personnel Ordinance and the County Code provisions for Deferred Compensation Plans do not apply to Representation Unit 032.

- a. Transit Pass

The transit subsidy is \$75 per month.

b. Mileage Reimbursement

The use of privately owned vehicles for official business is allowed and should be agreed to by both the owner and the County and is not mandatory unless specifically stated as a condition of employment. Private vehicle travel is reimbursed at the current Internal Revenue Service standard mileage rate.

The mileage claim must 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.

c. Education Reimbursement

The County provides education reimbursement for education costs incurred by regular employees, with the exception of the attorney classifications, who apply for reimbursement in accordance with the policies and procedures governing the education reimbursement program. The maximum reimbursement is \$1,500 per year.

d. Management Time

Management employees are authorized, subject to approval of their immediate supervisors, to take reasonable time off for personal use during normal working hours without loss of compensation.

e. Sick Leave Payoff

Upon retirement, employees may cash-in one-half (50%) accrued sick leave. The remaining balance of sick leave is credited as service towards retirement. In the event of an active employee's death prior to retirement from the County, the beneficiary will be paid the monetary value of all accrued sick leave at the time of death.

f. 401 (a) Deferred Compensation

1. As soon as administratively feasible and following the Board of Supervisors' approval of the 2025 Agreement, if an employee enrolled in the Sacramento County Retirement System contributes into their 457(b) plan, the County will contribute a matching amount up to a maximum of five percent (5.0%) of the employee's salary into the employee's 401(a) plan. The five percent (5.0%) 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 (1.0%).

2. 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 (1.0%) of compensation on a pretax basis which will be deposited in the Plan's appropriate Qualified Default Investment Allocation (QDIA) Target Date fund.
3. Automatic enrollment will not take effect until the first full pay period following a thirty five (35) day opt-out period after the date of hire, rehire, or transfer. 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 done sufficiently in advance of payroll timelines in order to take effect. Newly automatically enrolled 457(b) participants can "unwind" their contributions in the first ninety (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.
4. 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.

g. Management Differential

Effective November 30, 2025, the 3.35% management differential will be added to the base and then eliminated. This occurs immediately prior to the application of the November 30, 2025 Salary Adjustment identified in Section 7.4(a).

h. Vacation Cash-in

Employees can "cash-in" up to forty (40) hours/year vacation after ten (10) years of service and 240 hours accrued vacation.

i. Bilingual/Cultural Pay

(1) Management employees shall be approved for bilingual/cultural pay if:

- (a) The department head determines that bilingual/ cultural skill is a requirement of the employee's position; and
- (b) The employee agrees to utilize their bilingual ability on the job; and
- (c) The employee is able to demonstrate bilingual proficiency that is satisfactory to the County.

(2) The assignment must be in writing and reviewed on an annual basis.

(3) Sign language is a bilingual skill.

(4) Employees who qualify pursuant to the above are paid bilingual/culture skills differential of either:

(a) Oral (bilingual/cultural) differential of eighty cents (\$0.80) per hour; or

(b) Oral/written (bilingual only) skills differential of one dollar (\$1.00) per hour.

(5) The Department of Personnel Services determines if the employee is qualified to receive either:

(a) Oral skills differential, or

(b) Oral/written skills differential.

(6) Determination of proficiency is not subject to the grievance and arbitration procedure.

j. Nurses Shift Differential

Supervising Registered Nurses, Supervising Public Health Nurses, Supervising Registered Nurses D/CF, and Supervising Medical Case Management Nurses receive:

(1) Seven-point five percent (7.5%) PM Shift differential when at least half of the workday occurs after 4:00 p.m.

(2) Ten percent (10.0%) Night shift differential when at least half of the workday occurs between the hours of midnight and 6:00 a.m.

(3) Weekend shift differential pay is for hours worked on Saturday and Sunday, except in the case of a night shift when it is for hours worked on Friday and Saturday. Weekend shift differential pay is one dollar and fifty cents (\$1.50) per hour.

k. MHTC Shift Differential

Nurse Managers I/II and Treatment Center Program Coordinators who work at the Mental Health Treatment Center receive:

(1) Seven-point five percent (7.5%) PM shift differential when at least half of the workday occurs after 4:00 p.m.

(2) Ten percent (10.0%) Night differential when at least half of the workday occurs between the hours of midnight and 6:00 a.m.

(3) Weekend shift differential pay is for hours worked on Saturday and Sunday, except in the case of a night shift when it is for hours worked on Friday and Saturday. Weekend shift differential pay is one dollar and fifty cents (\$1.50) per hour.

l. Out-of-Class Pay

Employees assigned to work in a higher classification will be paid a differential only if the

following conditions are met:

1. Requests for approval of out-of-class assignment must be approved in writing by the “appointing authority.” For the purpose of this application, the “appointing authority” is the Department Head or designee. Written authorization will identify the anticipated period of the temporary assignment.
 2. The position to which the employee is temporarily assigned must be vacant or the incumbent must be absent from duty.
 3. The higher class to which the employee is assigned must have a salary range at least five percent (5.0%) higher than the salary range of the employee's class who is being temporarily assigned.
 4. Out-of-class pay will be five percent (5.0%).
 5. The minimum duration for an out-of-class assignment is one (1) full work shift.
 6. Out-of-class pay will be applied to all hours worked within the duration of the assignment. The out-of-class pay continues until either the absent employee returns to duty, the vacant position is filled, or the assignment is terminated by the appointing authority, whichever occurs first.
 7. Out-of-class pay does not continue (nor is any compensation authorized) in excess of five (5) months and twenty-nine (29) days in a rolling calendar period, which begins on the first day of the out-of-class assignment.
 8. In rare circumstances, extension of an out-of-class assignment may be approved based on specific operational needs and must be consistent with the application of this agreement. Extension of an out-of-class assignment beyond five (5) months and twenty-nine (29) days requires the approval of the Appointing Authority and the Director of Personnel Services.
 9. For acting Human Services Program Manager Assignments, the appointing authority will give acting assignments to employees in Human Services Program Planner positions on a rotational basis for, at a minimum, each new Human Services Program Manager absence or vacancy.
- m. Supervising Public Health Nurses Acting in Place of Nurse Manager 2

When a Supervising Public Health Nurse is assigned in writing by an appointing authority or designee to fill behind a Nurse Manager 2 because of a vacancy or absence of the Nurse Manager 2, the Supervising Public Health Nurse will receive a differential of five percent (5%) of the employee’s base pay.

This differential does not continue (nor is any compensation authorized) in excess of five (5) months and twenty-nine (29) days in a rolling calendar period, which begins on the first day of the acting assignment.

In rare circumstances, extension of an assignment may be approved based on specific operational needs and must be consistent with the application of this agreement. Extension of an assignment beyond five (5) months and twenty-nine (29) days requires the approval of the Appointing Authority and the Director of Personnel Services.

n. Education and Certificate Incentive Pay

1. Battalion Chiefs are eligible for Education Incentive Pay to a maximum of five percent (5.0%) of base salary:

(a) Employees who have earned an Associate degree from an accredited, recognized college or university, as verified by the Department of Personnel Services, in a course of study consistent with the minimum requirements of Firefighter classifications are entitled to an additional two and one-half percent (2.5%) of base salary.

(b) Employees who have earned a Fire Officer Certificate from the Office of the California State Fire Marshal, as verified by the Department of Personnel Services, are entitled to an additional two and one-half percent (2.5%) of base salary.

(c) Employees who have earned a Fire Science Certificate from an accredited, recognized college or university, as verified by the Department of Personnel Services, are entitled to an additional two and one-half percent (2.5%) of base salary.

(d) Employees who have earned a Bachelor's Degree from an accredited, recognized college or university, as verified by the Department of Personnel Services, in a course of study consistent with the minimum requirements of Firefighter classifications are entitled to an additional five percent (5.0%) of base salary.

(e) Dispute Resolution: The determination of approved accredited, recognized colleges or universities, and approved courses of study are not subject to the arbitration provision of this Agreement.

2. Airport Master Firefighter Certificate

Employees in the classifications of Fire Chief and Battalion Chief who have an Airport Master Firefighter certificate receive a five percent (5.0%) differential of base pay.

3. Chief Investigators are eligible for Education Incentive Pay to a maximum of ten percent (10.0%) of base salary.

(a) Employees who have earned a Bachelor's Degree from an accredited, recognized college or university, as verified by the Department of Personnel Services, in a course of study consistent with the minimum requirements of Criminal Investigator classifications are entitled to an additional five percent (5.0%) of base salary.

(b) Employees who have earned a Master's Degree from an accredited, recognized

college or university, as verified by the Department of Personnel Services, in a course of study consistent with the minimum requirements of Criminal Investigator classifications are entitled to an additional five percent (5.0%) of base salary.

- (c) Dispute Resolution: The determination of approved accredited, recognized colleges or universities and approved courses of study are not subject to the arbitration provision of this Agreement.
- 4. Chief Park Rangers are eligible for Peace Officers Standards and Training (POST) Incentive Pay to a maximum of ten percent (10%) of their base salary.
 - (a) Employees who have earned a Management Certificate from POST receive an additional five percent (5.0%) of their base salary.
 - (b) Employees who have earned an Executive Certificate from POST receive an additional five percent (5.0%) of their base salary.
- 5. Chief Criminal Investigators who possess a valid POST Management Certificate receive a pay incentive equal to five percent (5.0%) of their base salary.
- 6. Chief Forensic Pathologists are eligible for a pay incentive equal to ten percent (10.0%) of their base salary.

Employees in the Chief Forensic Pathologist classification are eligible for a ten percent (10.0%) differential upon completion of an accredited training program, with or without Board certification, in one or more of the following areas: Neuropathology, Forensic Odontology, Radiology, Forensic Anthropology, Cardiac Pathology, Pediatric Pathology, and Forensic Toxicology. At the appointing authority's discretion with the concurrence of the Office of Labor Relations, additional eligible specialties may be added.

- 7. Accounting and Auditing classifications are eligible for an Education Incentive as follows:
 - (a) A differential of five percent (5.0%) for receipt and maintenance of the following certificates: Certified Public Accountant (CPA); Certified Internal Auditor (CIA); and Certified Information System Auditor (CISA). Employees must provide proof of maintenance at the beginning of each fiscal year to continue receipt of the incentive.
 - (b) A differential of five percent (5.0%) of base salary for possession of a Masters of Science in Accountancy, Masters in Business Administration (with at least once course in Accounting), or a Masters in Public Administration. These degrees must be from an accredited college or university as confirmed by the Department of Personnel Services.
 - (c) The differentials in Section 7.6(n)(7) subsections (a) and (b) will not be combined, and employees will not be eligible for more than five percent (5.0%) for multiple

certification(s) and/or masters degree(s).

(d) The following are considered Accounting and Auditing classifications for the purposes of determining eligibility for the Education Incentive described in this section:

- Accounting Manager
- Audit Manager
- Chief Accounting Fiscal Services DPW
- Chief Financial Administrative Officer
- Chief Financial Reporting & Control
- Sr. Accounting Manager

o. Retention Differential

Employees in the Human Services Division Manager Range B assigned as the Director of Nursing in DHHS, Health Program Coordinator Range A, Senior Health Program Coordinator Range A or B, Health Program Manager, and Treatment Center Program Coordinator classifications in the nursing series who have five (5) years of service since attaining the top salary step will receive a five percent (5%) retention differential. In addition, employees in the above classifications who have ten (10) years of service since attaining the top salary step will receive a two and a half percent (2.5%) differential.

Incumbents receiving this retention differential totaling either five percent (5%) or seven and one-half percent (7.5%) as of November 30, 2025, and who are subsequently reclassified to the Nursing Manager series will continue to receive these amounts. During the period of this Agreement, either party may request to reopen to discuss the continuation of this retention differential. As of November 30, 2025, employees not previously receiving this will be ineligible for this differential.

p. Professional Reimbursement

(1) Employees in attorney classifications are reimbursed for expenses related to professional development, which includes tuition, fees, travel expenses, and other necessary incidental expenses related to attendance at accredited colleges, educational courses, workshops, seminars, and conferences. This may also include online continuing legal education and/or continuing education courses, reference materials, and equipment. Reimbursement is in accordance with the policies and procedures developed by the hiring authority for the professional reimbursement program.

(2) Expenditures are at the employee's discretion, but must be related to the employee's work as an attorney employed by Sacramento County, subject to approval by the department. Reimbursement is limited to three thousand dollars (\$3,000) for each two-year period, resetting each odd fiscal year beginning July 2025.

q. Attorney Bar Dues

Upon timely submission of their bar dues bill, the County will pay directly to the California State Bar the dues (minus any optional payment, which if paid, must be paid by the attorney).

r. Mental Health Treatment Center Differential

Employees in the Health Program Manager and Human Services Division Manager Range B classifications regularly assigned to the Mental Health Treatment Center receive a five percent (5.0%) differential.

s. Nursing License Differential

Employees in the Health Program Manager, Health Program Coordinator Range A, and Sr. Health Program Coordinator Range B classifications receive a seven and one-half percent (7.5%) differential for maintaining a nursing license.

Upon position #111102 being vacated by the incumbent in the position as of October 24, 2025, this Section 7.6.s will become ineffective and be deleted from the Agreement.

t. Correctional Facility Differential

(1) Pharmacy Managers, Sr. Dentist Management, Health Program Managers, Health Program Coordinators, Health Program Coordinators Range A, and Sr. Health Program Coordinators Range B assigned in writing to work in Correctional Institutions receive a twenty-five percent (25.0%) differential.

(2) Food Service Managers assigned in writing to work at the main jail or Rio Cosumnes Correctional Facility receive a fifteen percent (15.0%) differential.

(3) Food Service Managers assigned in writing to work at the Youth Detention Facility receive a five percent (5.0%) differential.

(4) The Human Services Division Manager Range B assigned to correctional health receives a five percent (5.0%) differential.

(5) Mental Health Program Coordinators assigned in writing to work at the Probation Department's Youth Detention Facility (YDF) receive a fifteen percent (15.0%) differential.

u. Mental Health Program Coordinator Team Differentials

Employees in the class of Mental Health Program Coordinators are eligible for the team differentials below. A Mental Health Program Coordinator, however, is only eligible for one (1) differential at a time.

1. Mobile Crisis Unit

Mental Health Program Coordinators who the Department of Health Services assigns to the Mobile Crisis Support Team receives ten percent (10.0%) of their base rate of pay. The discretion of such assignment resides with the Department of Health Services.

2. Wellness Response Team

A Mental Health Program Coordinator assigned by the Department of Health Services to the Wellness Response Team receives ten percent (10.0%) of their base rate of pay. The discretion of such assignment resides with the Department of Health Services.

3. Community Support and Homeless Encampment Teams

A Mental Health Program Coordinator assigned by the Department of Health Services to the Community Support Team or the Homeless Encampment Team receives five percent (5.0%) of their base rate of pay. The discretion of such assignment resides with the Department of Health Services.

v. Uniform Allowance

Battalion Chiefs receive a biweekly uniform allowance of \$38.46.

w. Dual Licensure Differential

Employees in the classifications of Sr. Civil Engineer, Sr. Transportation Engineer, and Principal Engineer who received a five percent (5.0%) dual licensure differential prior to 7/18/2023 will continue to be eligible for this differential.

x. Director of Public Health Nursing

A seven and a half percent (7.5%) pay differential shall be paid to the Nursing Division Manager position assigned to serve as the County Director of Public Health Nursing, as required under the California Code of Regulations Title 17.

7.7. Wage Maintenance

- a. Step 9 of the Construction Manager classification will be benchmarked at 9.33% above Step 9 of the Construction Management Supervisor.
- b. The top step for the Fire Chief is benchmarked at fourteen percent (14%) above the top step of the Battalion Chief.
- c. The top step of the Sr. Civil Engineer, Sr. Landscape Architect, Sr. Mechanical Engineer, Sr. Electrical Engineer, Sr. Engineer Architect, Sr. Land Surveyor, Sr. Transportation Engineer, and Sr. Scientist is benchmarked at ten-point five-four percent (10.54%) above Step 9 of the Associate Engineer.

7.8. Reopeners

- a. The parties agree to reopen the Agreement immediately following Board of Supervisors approval, for the express and sole purpose discussing salary benchmarking to establish an evergreen contract that would roll over year-to-year after the Agreement’s term date, and that would allow the parties to delete Section 7.10 Minimum Salary Spread from the Agreement.
- b. The parties agree to reopen the Agreement no sooner than July 1, 2027 for the express and sole purpose of discussing wages for the Human Services Program Planner (inclusive of Ranges A and B), Human Services Program Manager, Director of District Attorney Forensic Laboratory Services, Fleet Manager, Public Information Manager, and Sr. Public Information Officer. Any agreed upon wage increases will be effective no earlier than June 25, 2028. Either party may trigger the reopener by providing written notice to the other party during the month of April 2027. The reopener will not affect any other portion of the Agreement, which will continue in full force and effect during the reopener discussions.

7.9. Longevity

Permanent employees who reach ten (10) years of full-time service receive Longevity Pay in the amount of four percent (4.0%) of their base rate of pay. Less than full-time permanent employees become eligible upon working the equivalent of ten (10) years of full-time service.

7.10. Minimum Salary Spread

The County endeavors to maintain a ten percent (10.0%) spread between Step 9 of the management/supervisory class and Step 9 of the highest paid subordinate class within Unit 032 and endeavors to maintain a thirteen-point three-five percent (13.35%) spread between Step 9 of the Unit 032 class and Step 9 of the highest paid subordinate class outside of Unit 032. Should the parties reach an agreement in the reopener described in Section 7.8(a) above, this section will be deleted at such time.

7.11. Placement of Human Services Division Manager

The parties agree that all appointees to the Human Services Division Manager will be placed at Range B and that the parties will mutually support at the Civil Service Commission the collapsing of the Ranges into a single level.

7.12. Nurse Manager Series

- a. The parties agree to add the new classifications of Nursing Division Manager, Nurse Manager II, Nurse Manager II D/CF, Nurse Manager I and Nurse Manager I D/CF to the Agreement as follows:

Class Title	Entry Step/ Range	Step 5	Step 6	Step 7	Step 8	Step 9	
Nursing Division Manager	7/9608	NA	NA	87.14 6,971.20 15,162.33	91.50 7,320.00 15,921.00	96.08 7,686.40 16,717.92	Hourly Bi-Weekly Monthly

				181,948	191,052	200,615	Annually
Nurse Manager II	7/8571	NA	NA	77.74	81.63	85.71	Hourly
				6,219.20	6,530.40	6,856.80	Bi-Weekly
				13,526.75	14,203.58	14,913.50	Monthly
				162,321	170,443	178,962	Annually
Nurse Manager II D/CF	7/11452	NA	NA	103.88	109.07	114.52	Hourly
				8,310.40	8,725.60	9,161.60	Bi-Weekly
				18,075.08	18,978.17	19,926.50	Monthly
				216,901	227,738	239,118	Annually
Nurse Manager I	7/7790	NA	NA	70.66	74.19	77.90	Hourly
				5,652.80	5,935.20	6,232.00	Bi-Weekly
				12,294.83	12,909.08	13,554.58	Monthly
				147,538	154,909	162,655	Annually
Nurse Manager I D/CF	7/10351	NA	NA	93.89	98.58	103.51	Hourly
				7,511.20	7,886.40	8,280.80	Bi-Weekly
				16,336.83	17,152.92	18,010.75	Monthly
				196,042	205,835	216,129	Annually

The above wages will not be subject to any amendments associated with the Fiscal Year 2025/2026 wage adjustments identified in the Agreement, except as identified below.

- b. As promptly as possible, the County will reallocate to appropriate classifications in the Nurse Manager series the current incumbents that were hired into nurse manager positions after the Civil Service Commission’s approval of the Nurse Manager class study, and the parties will mutually support at the Commission the granting of status to these incumbents pursuant to Civil Service Rule 2.6(c).
- c. Nurse Managers II or a higher-level classification in Public Health will supervise the Supervising Public Health Nurse classification.
- d. Nurse Managers II in Public Health who are supervising the Supervising Public Health Nurse classification will receive a six-point two percent (6.2%) differential of base pay. The Nursing Division Manager supervising the Nurse Manager II receiving this pay will receive a five-point six percent (5.6%) differential of base pay.
- e. Nurse Managers I at the Sacramento Mental Health Treatment Center supervising the classification of Psychiatric Nurse will receive a one-point six percent (1.6%) differential of base pay. Nurse Managers II at the Sacramento Mental Health Treatment Center will receive a one-point six percent (1.6%) differential of base pay.
- f. Nursing Division Managers assigned to a Correctional Health facility with the responsibility to supervise employees in the classification of Nurse Manager II D/CF will have an administrative salary established at ten percent (10.0%) above the Nurse Manager II D/CF classification.

ARTICLE 8 - HOLIDAYS

8.1. Holidays

- a. Regular employees are entitled to such holidays with pay as enumerated herein.

1. The holidays are: January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, June 19, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, day after Thanksgiving Day, and December 25.
 2. When January 1, February 12, March 31, June 19, July 4, November 11, or December 25 holidays fall on Sunday, regular employees whose normal work schedule does not include Saturday and Sunday are entitled to the Monday following as a holiday with pay.
 3. When January 1, February 12, March 31, June 19, July 4, November 11, or December 25 holidays fall on Saturday, regular employees whose normal work schedule does not include Saturday and Sunday are entitled to the preceding Friday as a holiday with pay.
- b. Employees will take off from work the Fridays enumerated herein except where the appointing authority requires otherwise.
 - c. Regular employees whose normal work schedules include Saturdays, Sundays, and holidays accrue Holiday-in-Lieu at the rate of (4.6) hours each biweekly pay period. However, employees in the class of Battalion Chief on a 24-Hour Schedule instead accrue each time at the rate of 6.4 hours each biweekly pay period. The maximum accrual of HIL time for a twelve-month period is one-hundred and four (104) hours, or 145.6 hours of a 24-hour schedule.

Cash payment will be made for HIL time in excess of one-hundred and four (104) hours, or 145.6 hours for a 24-hour schedule.
 - d. Each employee is allowed four (4) hours off work with pay on the last working day before Christmas or the last working day before New Year's. If the employee is unable, because of the needs of the service, to take such time off, they receive four (4) hours of compensatory time off (CTO). This benefit is prorated for part-time employees.

ARTICLE 9 - LEAVES

9.1. Vacation Leave with Pay

- a. Vacation with pay is earned by regular and extra-help employees based on the equivalent of full-time service from the date of appointment. Vacation accrues to the employee upon completion of the regular work assignment on the last day of the biweekly pay period in which it is earned.
- b. Employees accrue vacation in accordance with the following schedule:

Vacation Accrual for Employees on 40-Hour Work Schedule

Years of Service	Biweekly Accrual Rate	Accrued Maximum
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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 Battalion Chiefs on 24-Hour Work Schedule

Years of Service	Biweekly Accrual Rate	Accrued Maximum
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. Whenever possible, vacations are granted at the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the appointing authority may place reasonable seasonal or other restrictions on the use of accrued vacation.
- d. Employees may accumulate vacation to the maximum hours in accordance with Section 9.1.b. Employees who reach their vacation maximum accrual rate are not entitled to cash payment for any hours exceeding the maximum accrual rate.
- e. Employees are eligible to use accrued vacation. The appointing authority determines the period when accrued vacation time may be taken by employees, consistent with the requirements of the department. An employee who separates or is terminated from County service or who takes military leave in excess of 180 days will be paid the monetary value of their vacation accruals.

9.2. Sick Leave

- a. Sick leave is earned by regular employees based on the equivalent of full-time service from the date of appointment. Sick leave accrues 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 accrues on the basis of four and six-tenths (4.6) hours per biweekly pay period of service, and may be accumulated without limitation. However, for Battalion Chiefs assigned to a 24-Hour schedule, sick leave instead accrues on the basis of six and four-tenths (6.4) hours and may be accumulated without limitation.

- b. Temporary employees, excluding retired annuitants, receive the equivalent of five (5) days of sick leave per calendar year, dependent of the employee's work schedule (i.e., 9/80, 4/10, 12 hour shifts) in accordance with Labor Code section 246. Such sick leave will not rollover on an 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 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 is provided in accordance with applicable state/federal laws for the relationships in 9.2(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 except where prohibited by state or federal leave protections.

9.3. Sick Leave Compensation

- a. If an employee dies while employed by the County, whether or not the death is job-related, the retirement beneficiary will be paid the monetary value of sick leave accrued by the employee at the time of death. If the employee was eligible for retirement at the time of death, the retirement beneficiary has the right to waive the cash payment and instead receive credit toward retirement in accordance with Chapter 2.84 of the County Code.

9.4. Bereavement Leave

- a. 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 full-time employees will also receive forty (40) hours of paid leave that must be used concurrently with any bereavement leave taken. Regular part-time employees will have this leave prorated based upon the number of hours worked. Any remaining hours of Bereavement Leave is unpaid except that an employee may choose to use any available leave balances.
- b. A "family member" pursuant to Government Code section 12945.7 means:
 - Child: A biological, adopted, or foster child, stepchild, a legal ward, a child of a domestic partner, or a person whom the employee stands in loco parentis.
 - 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.
 - Sibling: A person related to another person by blood, adoption, or affinity through a common legal or biological parent.
 - Grandparent: A parent of the employee's parent.
 - Grandchild: A child of the employee's child.

- Domestic Partner: Two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring.
- Parent-in-law: The parent of a spouse or domestic partner.

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

- c. An employee who utilizes bereavement leave must notify their supervisor of the leave. Employees may use leave on a non-consecutive basis but must complete leave within three (3) months of the date of death of an eligible "family member." The County may request an employee seeking bereavement leave to provide documentation to support the leave within thirty (30) days of the first day of leave.

9.5. Parental Leave

- a. Employees are eligible for Parental Leave in accordance with County Policy 0837, "Parental Leave."
- b. However, a full-time regular employee in the classification of Fire Battalion Chief SCAF on a 24-hour schedule is eligible for a maximum of 224 hours of paid Parental Leave.

9.6. Jury Duty

- a. A regular employee is allowed time off with pay as is required in connection with jury duty; provided, however, that payment is made for time off only upon remittance of full jury fees, or upon submittal of acceptable evidence that jury fees were waived.
- b. Employees must notify their appointing authority immediately upon receiving notice of jury duty.
- c. An employee who takes vacation or CTO while on jury duty is not be required to remit or waive jury fees in order to receive their regular salary.
- d. An employee who is scheduled to work on a night shift or weekend shift and is required to appear for jury duty, will, upon sufficient advance notice to the department, at the request of the employee be transferred to the day shift for the duration of jury duty.
- e. When an employee is subpoenaed by the District Attorney of Sacramento County to testify in a criminal proceeding as a witness, the employee is allowed to testify with no loss of County compensation. The employee must submit to their department written verification of the time required to testify. Verification must be indicated on the subpoena and signed by the District Attorney's Office.

9.7. Management Leave

Effective January 1, 2026, permanent full-time employees accrue eighty (80) hours of

Management Leave annually on January 1. Management Leave may be accrued up to a maximum of eighty (80) hours. Management Leave will be paid upon separation at the employee's regular rate of pay. Whenever possible, and subject to supervisor approval, Management Leave will be granted at the time requested by the employee.

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), the Affordable Care Act, and Section 297 of the California Family Code. Temporary employees and intermittent employees are not eligible for benefits. Dependents are limited to spouse, registered domestic partner, and unmarried children (natural, step, adopted, legal guardian, foster, children of registered domestic partner) up to the age allowable by regulation and program. Dependents with coverage under the County plan who become disabled prior to age 19 may continue coverage with licensed physician certification. Appropriate documentation of relationships is required.
- b. **Enrollment:** New employees must enroll in benefits within 30 days of hire and coverage becomes effective the first of the month following enrollment. They may also choose to waive medical coverage by providing satisfactory proof of other group medical insurance coverage. If they fail to enroll within 30 days of hire, they will be enrolled in the default medical, dental, and basic life insurance coverage. New hires can make changes to their selected plan within the initial 30-day enrollment period. After this period the selection or default plan is irrevocable until a life event or open enrollment period.
- c. **Benefits Changes:** Changes to benefits covered under the IRC Section 125 plans can only be made during annual open enrollment periods to become effective the first day of the following calendar year or within 30 days of a qualifying life event to become effective the first day of the month of life event enrollment completion. Life events are defined by the Health Insurance Portability Act (HIPAA) and IRC and include events like marriage, divorce, birth, adoption, and loss of group health care coverage.

10.2. Medical Insurance and Health Plans

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

- a. **Tier A:** Employees hired prior to January 1, 2007, will be placed in Tier A until they voluntarily elect to move to Tier B or leave County service. The County insurance contribution was frozen at the level in effect on December 31, 2007, (\$826.90), as well as entitlement to cash back, cash back maximums, plan selection incentive, and FICA reductions, if applicable. Employees in Tier A will remain in this tier unless they voluntarily elect to move to Tier B. The election to change tiers can only be made within 30 days of

a qualifying life event or open enrollment. An election to move to Tier B is irrevocable once made. For those who waive coverage with proof of other creditable coverage, cash back maximums (\$535) and Plan Selection Incentives (PSI) (\$150), and if applicable FICA reductions, are frozen at the level in effect on December 31, 2007.

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

1. However, during the term of the MOU the County contribution amounts for each level of coverage will not be less than the County contribution amounts in effect for the prior calendar year. This provision will sunset on June 30, 2028.

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

1. There will be no changes in current plans before plan year 2028.

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 thirty dollars (\$30) per pay period to the employee's retiree health savings plan.

10.4. Dental Plan

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

10.5. Life Insurance

a. Basic Benefit: The basic life insurance will be \$50,000 for employees. This is the default

level of life insurance coverage, which is provided by the County at no cost to the employee.

- b. Voluntary Life Insurance: The County provides additional options to permit employees to elect and purchase up to the underwriting maximums, which may require approved evidence of insurability for coverage to take effect. Premiums for this coverage are published each year in the My Benefits Summary.
- c. Living Benefit: If under the age of seventy (70) and diagnosed as terminally ill with a life expectancy of twelve (12) months or less and the life insurance is not assigned or under court order, then a living benefit up to fifty (50) percent of the combined basic and voluntary life insurances may be paid. The living benefit minimum is \$7,500 and the maximum is \$250,000. 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.
- d. Dependent Benefit: A life insurance benefit of \$2,000 (\$0 from birth to fourteen (14) days of age; \$200 from age fourteen (14) days of age to six (6) months of age) is provided for each dependent. Dependents must be enrolled for dependent life insurance coverage. For registered domestic partners and children of registered domestic partners, the dependent life insurance premium is imputed income.
- e. Conversion of Coverage: 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 maintains State Disability Insurance (SDI), at the employee cost, for employees in classes covered by the Agreement. This section is invalid if the membership elects to withdraw from SDI during the term of this Agreement and the State has approved withdrawal from SDI.
- b. Employees will be allowed to integrate SDI benefits with County leave balances consistent with County Policy 305, "State Disability Insurance Integration."

10.9. Joint Labor-Management Health and Welfare Committee

The parties agree to work cooperatively in an ongoing joint labor-management health and welfare committee forum to review and address health and welfare issues that are of vital interest to both parties. At the Joint Labor Management meeting the County will receive recommendations from the Union and have meaningful discussions and engagement on benefit options for future benefit plan years. The County will schedule a minimum of three (3) Joint Labor Management Committee meetings. The County will schedule the initial Joint Labor Management Committee meeting no later than September 30, 2026.

ARTICLE 11 - RETIREMENT PLAN

11.1. Miscellaneous Retirement Tier 2

Employees hired between September 27, 1981, and June 26, 1993, who did not convert some or all service credits to Miscellaneous Tier 3 receive Miscellaneous Retirement Tier 2 – 2% at age 55.5 formula with a final compensation based on the highest three-year average compensation. These employees pay fifty percent (50.0%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937.

11.2. Miscellaneous Retirement Tier 3

Employees hired after June 26, 1993, and before January 1, 2012, receive Miscellaneous Retirement Tier 3 – 2% at age 55.5 formula with a final compensation based on the highest three-year average compensation and have a two percent (2%) post-retirement cost of living adjustment factor pursuant to Government Code Section 31870. These employees pay fifty percent (50.0%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937.

11.3. Miscellaneous Retirement Tier 4

Employees hired after December 31, 2011, who are not classified as a new member pursuant to California Public Employees' Pension Reform Act of 2013 receive Miscellaneous Retirement Tier 4 – 1.92% at age 60 formula with a final compensation based on the highest three-year average compensation and have a maximum of two percent (2%) post-retirement cost of living adjustment factor pursuant to Government Code Section 31870. These employees pay fifty percent (50.0%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937.

11.4. Miscellaneous Retirement Tier 5

Employees hired after December 31, 2012, who are classified as a new member pursuant to California Public Employees' Pension Reform Act of 2013, receive Miscellaneous Retirement Tier 5 – 2% at age 62 formula with a final compensation based upon the highest three-year average compensation. These employees pay fifty percent (50.0%) of the total normal cost as defined in the County Employees' Retirement Law of 1937.

11.5. Safety Retirement Tier 3 (3% @ 55)

Employees hired after December 31, 2011, who are not classified as a “new member” by California Public Employee's Pension Reform Act of 2013 (PEPRA) receive 3% @ 55 retirement formula, with a post-retirement cost-of-living adjustment to an annual maximum of two percent (2.0%) pursuant to Government Code Section 31870, and a final compensation calculated on the average annual compensation earned during any three (3) years selected by the employee pursuant to Government Code Section 31462.

11.6. Safety Retirement Tier 4 (2.7% @ 57)

Employees hired after December 31, 2012, who are classified as a “new member” by California Public Employee's Pension Reform Act of 2013 (PEPRA) receive 2.7% @ 57 retirement formula, with a post-retirement cost-of-living adjustment to an annual maximum of two percent (2.0%) pursuant to Government Code Section 31870, and a final compensation calculated on the average annual compensation earned during any consecutive thirty-six (36) months selected by the employee pursuant to Government Code Section 31462.05.

11.7. Deferred Compensation - Temporary Employees

- a. An employee who is not a member of, or currently earning benefits under, the Sacramento County Employees' Retirement System will participate in the Deferred Compensation Plan set forth in County Code Sections 2.83.200 through 2.83.360.
- b. The employee contributes 3.75% of their compensation for any period of service performed for the County while a participant in this plan. The County contributes 3.75% of the employee's compensation to the investment account maintained for each participant.
- c. The Deferred Compensation Plan and participation by the County and specified employees described above is in lieu of each party paying FICA taxes as permitted by IRC Section 3121(b)(7)(f).

11.8. Retirement Contributions

Employees will pay no more than 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

11.9. Disability Retiree-Return Rights

A 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, and who is returned to County civil service, will have permanent status in a position comparable to that held at the time of retirement. The returned person's seniority and benefits will be based on service at the time of retirement.

11.10. Non-Service Connected Disability Retirement

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

ARTICLE 12 - DISCIPLINE AND DISCHARGE

12.1. Purpose

The provisions of this article, substitute for any and all appeal procedures provided by the Civil Service Commission relating to the discipline, as defined in Section 12.2. Nothing in this article is intended to conflict with the provisions of the Public Safety Officers Procedural Bill of Rights Act (POBR) or the Firefighters Procedural Bill of Rights Act (FFBOR).

12.2. Definition

- a. "Disciplinary action" means demotion, reduction in pay step in class, suspension or discharge of an employee with permanent civil service status.
- b. "Parties" means the County and SCMA.

12.3. Persons Authorized to Initiate Disciplinary Action

The employee's appointing authority or designee may initiate disciplinary action against an employee.

12.4. Application

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

12.5. Cause for Disciplinary Action

No disciplinary action will 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, or being under the influence of narcotics or habit-forming drugs, while on duty.
- h. Inexcusable absence without leave.
- i. 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.
- j. Discourteous treatment of the public or other employees.
- k. Political activity prohibited by state or federal law.
- l. Willful disobedience.
- m. Violation of any of the prohibitions set forth in Section 71 of the Sacramento County Charter.
- n. Refusal to take and sign any oath or affirmation which is a federal, state or County requirement.
- o. 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.
- p. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification.
- q. Any violation of Civil Service Commission Rule 6.6-a which prohibits the solicitation of waivers.

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

For non-disciplinary reasons, a permanent employee's employment may be terminated or a permanent employee may be reduced in rank because of physical or mental disability which disability precludes the employee from the proper performance of the essential duties of their job. Any action is subject to the same provisions of this article as are applicable to actions taken pursuant to Section 12.5.

12.7. Notice Requirement and Effective Date of Order

- a. The appointing authority or designee must 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 will 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 is deemed to be the address that is in the personnel file of the employee within the department they are assigned. If notice is provided by mail, the employee is deemed to have received notice five (5) days after the date of mailing. At the same time, service is made to SCMA.
- c. The order will be approved as to form by the Office of Labor Relations and includes:
 - (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 is effective on the date and time specified in the order of disciplinary action filed with the Director, provided notice is served as specified in this Article.

12.8. Appeal

- a. SCMA has the right to appeal on behalf of an employee who is subject to 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 will contain the name and address of the person to whom all written communication regarding this appeal is sent.
- b. The Office of Labor Relations will 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 is 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 SCMA fails to file a notice of appeal within the time specified in Section 12.8.a, the disciplinary action becomes final without further action.

12.9. Mediation of a Disciplinary Action

- a. Prior to the arbitration hearing SCMA may request mediation. Mediation takes place on the first and third Tuesday of each calendar month. Subsequent days for mediation will be scheduled, if necessary. The parties agree to mutually select a panel of mediators. If the parties are unable to select a panel of mediators, they will utilize the State Mediation and Conciliation Service.
- b. Under no case will the adjustment of resolution of the discipline at this level exceed forty (40) working days from the date of their appeal, unless extended by mutual agreement of the parties.
- c. Mediators who have been selected by the parties to mediate disputes will be scheduled on a rotating and available basis.
- d. The parties will meet annually in May to review the mediation panel. The list of mediators for the subsequent year will be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until a new list is agreed to.
- e. Costs of the mediator, if any, are borne equally by the parties. No party will purposely withhold information at this level but will disclose all information relevant to the appeal for consideration by the other party.
- f. The mediation procedure is entirely informal in nature. However, copies of exhibits upon which either party bases its case will be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the appeal should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation hearing.
- g. The primary effort of the mediator is to assist the parties in settling the stated appeal in a mutually satisfactory fashion. 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 will not serve as arbitrator, and no offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration.

- h. Neither attorneys nor court reporters or any other type of note-taker are allowed to be present at the proceedings.
- i. If the parties agree to the mediator's recommendation, the subsequent agreement will be reduced to writing and signed by the parties.
- j. If the issue is not resolved during mediation, and in accordance with established timeliness the appeal will move to arbitration.

12.10. Selection of an Arbitrator

- a. The parties to the hearing and to the selection of the arbitrator are SCMA and the County.
- b. An impartial arbitrator will be selected jointly by the parties within fourteen (14) calendar days of receipt of the written demand.
- c. In the event the parties are unable to agree on an arbitrator within the time stated, the parties will solicit from the State of California Mediation & Conciliation Service a list of five (5) arbitrators.
- d. After receipt of the list, the parties will alternately strike arbitrator's names from the list until one (1) arbitrator remains.
- e. If an arbitrator selected declines appointment or is otherwise unavailable, a new list will be requested as per Section 12.10.c, and the selection will be made as in Section 12.10.d, unless an arbitrator can be mutually agreed upon.

12.11. Amended or Supplemental Order

At any time prior to commencement of a hearing 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. If the amended or supplemental order presents new causes or allegations, the employee will be afforded a reasonable opportunity to prepare a defense thereto. Any new causes or allegations are deemed denied and any objections to the amended or supplemental causes or allegations may be made orally at the hearing.

If the amended or supplemental order of disciplinary action increases the severity of the proposed discipline, such discipline cannot be effective until all necessary and appropriate pre-disciplinary due process steps have been fulfilled (i.e., a Skelly hearing).

12.12. Discovery

- a. Permissible Discovery: Pursuant to the procedure set forth in Section 12.12.c, 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 ("Responding party" means 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" has the meaning defined in Evidence Code Section 250 which states: "Writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds or symbols, or combinations thereof.
 - (5) A statement specifically defining the issues in dispute.
 - (6) The foregoing does not apply to witnesses or exhibits used for impeachment or rebuttal.
- b. Confidential or Privileged Matter: If the responding party determines that the writing or other material requested is confidential or privileged, the response to the discovery request will specifically state this, and 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 will 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 has 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 is 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 Section 12.12.a.
 - (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 Section 12.12.a. The effective date of service is 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 will prepare and serve a response to the request. Response will 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, information will 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 must give a written negative response as to that particular item within the time specified for response, but will respond fully as to the information which the responding party does possess. The responding party must comply with Section 12.12.4 after such negative response.
- (6) Disputes: Any dispute between parties regarding discovery will be resolved by the arbitrator.
- (7) Penalties for Failure to Comply: The arbitrator will impose penalties for failure to comply with this subsection. These penalties will 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 determines the issue against the noncomplying party.

12.13. Timing and Conduct of Hearing

- a. The arbitration hearing is held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing may be a private or public hearing as determined by the employee.
- b. The employee is represented by SCMA, and counsel chosen by SCMA.
- c. The employee is 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 has the burden of going forward first with evidence

in support of the allegations contained in the order of disciplinary action and has 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 is taken only on oath or affirmation.
- g. A court reporter will take a transcript of the hearing.
- h. The arbitrator may consider the records or any relevant and admissible 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 Has 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 is 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, is not sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege are effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence will be excluded.

12.14. Subpoenas

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

12.15. Decision

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

12.16. Finality of Decision

The decision of the arbitrator is final and binding.

12.17. Costs

The fees and expenses of the arbitrator, the court reporter, and the transcript, if any, are shared equally by SCMA and the County.

12.18. Witnesses

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

ARTICLE 13 - SENIORITY, LAYOFFS, AND REEMPLOYMENT

13.1. Discussion of Alternatives to Layoff

- a. If it becomes necessary for the County to have a reduction in force, the parties mutually agree to discuss alternatives to layoff. Such discussions may include reduced workweek, leaves of absence, voluntary layoffs, early retirement, and/or other issues which may minimize mandatory layoffs.
- b. SCMA must give notice of its intention to discuss alternatives to layoff immediately upon notification to SCMA that layoffs are necessary. The parties, upon discussion, will make every effort to reach agreement within the fourteen-day (14) notice of layoff period required in the layoff provisions of this Agreement. This provision does not limit the County's right to lay off employees following the fourteen-day (14) notice requirement of the layoff provisions of this Agreement.

DIVISION A: APPLICATION-PURPOSES-RIGHTS

13.2. Purpose

This Article establishes layoff procedures and reemployment rights. The decision to reduce the number of positions in a class in a department and the reasons for any such reduction is at the sole and exclusive discretion of the County. However, the order of layoff and the identity of those employees to be laid off is 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.

13.3. Definitions and Interpretations

- a. Words and terms used in this Article have the same meaning as applies to their use in Chapter 2.78 of the Sacramento County Code, unless otherwise defined below:
- b. Demotion: A change between classes where the maximum salary of the class to which the employee is changed is any amount less than the maximum salary of the class from which the employee is changed. The change is between classes in which the employee holds permanent status.
- c. Former Class: A class in which an employee previously has held permanent status. An

employee may have one (1) or more former classes. However, only those classes in which the employee has held permanent status during the current period of continuous service are eligible former classes in respect to a right to demote.

- d. Layoff: The involuntary termination from a class of a permanent or probationary employee without fault on the part of the employee, because of lack of work, lack of funds, or in the interest of economy.
- e. Limited-Term Employee: A person who accepts a limited-term appointment as defined in Section 7.7(f) of the Rules and Regulations of the Civil Service Commission. A limited-term employee is a temporary employee for purposes of this Article. However, a permanent employee appointed to a limited-term position has return rights, within the same department, from the limited-term position to the permanent position.
- f. Separation: Release from employment of a temporary employee or the return of a regular employee from a temporary upgrade to the immediate former class in which the employee held permanent status. Separation does not constitute a layoff.
- g. Status: The employee's current appointment, such as permanent, temporary, provisional or probationary. Temporary includes intermittent and limited term.
- h. Temporary Employee: A person who has been appointed from a list of eligibles, or provisionally in the absence of a list, to a position which is other than a permanent position.

13.4. Voluntary Reduction in Hours

- a. The County may, as an alternative to, or in conjunction with a layoff, call for volunteers, from amongst the members of the class in the department in which layoff is contemplated, to work reduced hours in lieu of the deletion of a full-time position.
- b. Employees in the class and department, who so volunteer in writing, are assigned to four-fifths (4/5) time positions on the basis of seniority. At the discretion of the appointing authority, a certain number of volunteer employees are not entitled to assignment to a four-fifths (4/5) time position on the basis of seniority. The number of volunteer employees in a classification which the appointing authority may except from a four-fifths (4/5) assignment will not exceed ten percent (10%) of the number of volunteers initially requested (rounded to the next highest number). A volunteer so assigned may not be involuntarily returned to full-time status any earlier than ninety (90) days following such assignment and may continue in a part-time position beyond the ninety-day period as long as the employee and the appointing authority mutually agree.

13.5. Voluntary Leave of Absence Without Pay

- a. The County may, as an alternative to, or in conjunction with a layoff, call for volunteers from amongst the members of the class in the department in which layoff is contemplated, to take a leave of absence without pay for the purpose of achieving reductions. Leave of absence without pay will not extend beyond one (1) year.

- b. Employees in the class and department, who volunteer in writing, will be granted such leaves of absence on the basis of seniority. At the discretion of the appointing authority, a certain number of volunteer employees are not entitled to the above-described leaves of absence on the basis of seniority. The number of volunteer employees in a classification which the appointing authority may except from paid leaves of absence will not exceed ten percent (10%) of the number of volunteers initially requested for leaves of absence (rounded to the next highest number) for the purpose of achieving reductions. Said leaves of absence will be for a period of time mutually agreed upon between the employee and the appointing authority not to exceed one (1) year.
- c. At the request of an employee, vacation balances may be retained. Employees who are eligible for cash payment of compensating time off must use the compensating time off or request cash payment prior to the leave of absence.

13.6. 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 will be based on seniority as provided in Section 13.8.
- b. Temporary and provisional employees in the class involved in the layoff will 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 will be separated and returned to the class in which the person holds permanent status in that department.
- d. Probationary and permanent employees will be laid off in the inverse order of their seniority.

13.7. Right to Demote

- a. Any employee who is scheduled for layoff has the 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 Section does not apply. The right to demote within the department, to which the employee is assigned, will 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 will 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 will 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 will be demoted to that class

in which the employee formerly held permanent status which has the highest salary. If there is no vacancy in that class, and the demoting employee has less seniority than all other employees within the department in that class, the above process will 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 will be laid off from that class, and has the same right to demote as does any other employee who is laid off.
 4. An employee demoted under this procedure is 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 is 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 is 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 (c) 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, is deemed for all purposes to have been laid off from the class from which the employee demotes.
 3. Such right to request demotion does 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.

13.8. Seniority

- a. Seniority is 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 will be prepared for each class for purposes of layoff and will include all probationary and permanent employees in that class. Where seniority dates in the class are the same, ties will be broken in the following sequence:
 - 1. An employee with the earliest date of entry into continuous County service.
 - 2. An employee 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 is 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 is the seniority date in the class to which the position was reallocated. In such cases the right to demote applies to the new class.
- e. If an employee is in a class which is retitled, the seniority date in the retitled class is 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 is the date of original appointment to the former class.

13.9. Jurisdiction

If an employee is laid off and demotes to a class which is not covered by this Agreement, then this Article no longer applies. In such cases, the determination of seniority within the class to which the employee is demoted shall be based on the memorandum of understanding covering that representation unit or the Sacramento County Code, whichever applies.

DIVISION B: LAYOFF

13.10. Notice of Layoff

- a. Each employee subject to layoff will be given written notice of layoff. The notice will prescribe the effective date of layoff. The written notice will either be personally handed to the employee, delivered to their last known address, or mailed, both by regular mail and certified mail, to the last known address. The last known address is the address in the employee's department personnel file. The notice is deemed served on the date it is personally handed to the employee. If notice is provided by mail, the employee is deemed to have received notice five (5) days after the date of mailing.

- b. The effective date of layoff will not be earlier than the fourteenth (14th) calendar day following the date of service of the notice of layoff.

13.11. Notice to SCMA

Each time a layoff is ordered, the County will mail to SCMA, 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 will 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.

13.12. Grievance-Arbitration Procedure

The grievance-arbitration procedure set forth in Section 13.13 through 13.23 applies 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.

13.13. Grievance

A grievance is a complaint by one (1) or a group of employees or SCMA 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.

13.14. Time, Place and Manner of Filing

- a. A grievance must be filed on a form prescribed by the County. Each grievance must 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 is deemed invalid, null and void.
- b. Grievances on this subject must 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 is deemed invalid, null and void and a waiver of the employee's assert of their rights.

13.15. Delivery to SCMA

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

13.16. Complaints by SCMA

- a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 13.14 or twenty-two (22) calendar days after the filing of a grievance by SCMA, whichever is earlier, SCMA must file a consolidated complaint with respect to all such grievances. The complaint must name

each employee previously named in a grievance, who SCMA 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 to layoff. Any employee named in a timely grievance filed by SCMA or a timely employee grievance, who is not so named in the complaint, is deemed to have been validly and correctly identified for layoff under the order of layoff.

- b. By filing the complaint or by not filing a complaint, SCMA has the authority to waive the claims of employees that it elects not assert.
- c. The complaint will be filed with and received by the Office of Labor Relations within fifteen (15) calendar days following delivery to SCMA of the copies of employee grievances or twenty-two (22) calendar days following filing by SCMA of its grievance, whichever is earlier.

13.17. Arbitration – Scheduling

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

13.18. 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 designee is authorized to order the consolidation for purposes of hearing and decision of a complaint by SCMA 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 will be effected by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice will designate the arbitrator for the consolidated hearing from among those specified in Section 13.19, or in the event of their unavailability, the arbitrator selected pursuant to Section 13.19.
- c. SCMA may 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 will schedule the date, time and place of the hearing.
- e. If SCMA withdraws from a consolidated proceeding, the County has a right to a reasonable continuance of any hearing of SCMA'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 SCMA withdraws from a consolidated hearing, and subsequently an arbitrator makes a

back-pay award under SCMA's complaint, there will be subtracted from the amounts owing any and all back-pay attributable to the period, between the date of an arbitrator's decision on SCMA'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.

13.19. Appointment of Arbitrator

- a. The parties to the hearing and to the selection of the arbitrator shall be SCMA and the County.
- b. An impartial arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand.
- c. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation and Conciliation Service a list of five (5) arbitrators.
- d. After receipt of the list, the parties shall alternately strike arbitrator's names from the list until one (1) arbitrator's name remains.
- e. If an arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as per Subsection b. above, and the selection shall be made as in Subsection c. above, unless an arbitrator can be mutually agreed upon.

13.20. Hearings

- a. Except as otherwise mutually agreed or otherwise provided herein, the arbitration hearings will 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 will 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 are consolidated, the parties to the proceedings are the County and SCMA (and other unit representative, if any), and no employee or groups of employees will be deemed to be parties of the proceedings.

13.21. Questions

In any arbitration proceedings on this issue, the questions to be decided by the arbitrator are 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.

13.22. Decision

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

- a. The decision will be issued not later than ten (10) calendar days after the close of the hearing or hearings. The decision will be in writing, will 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 does 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 does 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 has the authority, in the event of a determination that an employee incorrectly identified for layoff in a timely grievance and timely complaint, to order the reinstatement of such employee with back-pay. For each employee so reinstated, the arbitrator will determine and designate the employee currently working for the County who should have been identified instead, and will order the layoff of each such employee. The order of layoff will become effective fourteen (14) calendar days following service of the notice of layoff which results therefrom pursuant to Section 13.10.
- e. Under no circumstances will 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 has no authority to add to, delete, or alter any provision of this Article, but will limit their decision to the application and interpretation of its express provisions.
- g. The decision of any arbitrator will be consistent with prior decisions of other arbitrators, and subsequent arbitrators are bound by those interpretations.
- h. The decision of the arbitrator is final and binding.

13.23. Costs

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

DIVISION C: REEMPLOYMENT

13.24. Entitlement

With respect to classes covered by this Article, reemployment entitlements will be as follows:

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

13.25. Type of Position

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

13.26. Limited Term

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

13.27. Departmental Reemployment Lists

- a. The County will 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 will 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 will 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.

13.28. County-Wide Reemployment Lists

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

13.29. Appointment and Certification Priorities

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

- a. The vacancy will 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 will be appointed to vacancies in the order of the list.
 1. One (1) person will 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 will 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 has not 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. No person will be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons will be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names will be certified to the appointing authority for the class in which the vacancy exists, who has discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name will be certified for each vacancy in excess of one (1).
 1. For each person who declines an offer of appointment, an additional name will be certified.

2. A person on the County-wide reemployment list will be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as it specified in Section 13.29(a)(2).
3. If there are fewer than three (3) names on the County-wide reemployment list, a rank or ranks of additional names will be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

13.30. Removal from Departmental Reemployment Lists

The names of persons will be 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 will not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.).
- c. Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Section 13.29(a)(2) except in instances where the person states in writing that they temporarily are 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.

13.31. Removal from County-Wide Reemployment Lists

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

- a. Upon the expiration of two (2) years following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within 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 will 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 will be from that County-wide reemployment list for the class to which the departmental reemployment list applied.
- e. Except as provided in this Section, a person may 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 will not result in removal of the person from the County-wide reemployment list. The person will no longer be certified for appointment to a vacancy which falls within the description of the written objection.

13.32. Effect of Reemployment

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

13.33. Service of Reemployment Lists

- a. Not later than January 1 of each year, the County will serve by mail upon SCMA a set of copies of all County-wide reemployment lists and all departmental reemployment lists for classes covered by the Agreement. Such service will be made once, and will 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 will serve by mail upon SCMA a set of copies of all County-wide reemployment lists and all departmental reemployment lists for classes covered by this Article. Such service will be made once, and will include all such lists prepared between the date of service pursuant to paragraph a. and June 30, inclusive.

13.34. Grievance – Arbitration Procedure

The grievance-arbitration procedure set forth in Sections 13.35 through 13.41 applies only to disputes arising under Division C.

13.35. Existence, Order, and Contents of Reemployment Lists

- a. Except as provided in this Section, no employee, person or other entity is authorized to grieve, dispute or otherwise challenge a reemployment list.

- b. No later than twenty (20) calendar days following each service of reemployment lists upon SCMA, SCMA may file a grievance asserting that the County has failed to establish a reemployment list required by this Article, has established a reemployment list prohibited by this Article, the order of personnel contained on any one (1) or more of the lists violates the provisions of Sections 13.24 through 13.28, above, 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 must 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(s) 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 will be filed with the County's Office of Labor Relations, and will be received by the office not later than twenty (20) calendar days following service of the lists pursuant to Section 13.33.
- e. The failure of SCMA to file a grievance within the time required herein constitutes a waiver of the right to challenge the matters referred to in this Section, which is binding upon SCMA and all other persons.

13.36. Other Matters

- a. Except as to matters referred to in Section 13.35, SCMA and any persons laid off from a class covered by this Article may file a grievance alleging a violation of Sections 13.24 and 13.32.
- b. Such grievances will 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 Office within said period is deemed invalid, null, and void.
- c. Any grievance filed pursuant to this Section other than one filed by SCMA will be transmitted by mailed copy to SCMA not later than five (5) calendar days after it is filed.

13.37. Pre-Arbitration Hearing

- a. A hearing will be held by the County Executive or designee on all grievances filed pursuant to the provisions of Sections 13.35 and 13.36, not later than ten (10) working days following the date of filing. SCMA will be given advance written notice of the time, date and place of all such hearings, and may appear and participate therein.

- b. If the County Executive or designee determines that a grievance shows violation of this Article and is otherwise timely and within the scope of the grievance-arbitration provisions, they are 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 designee will issue a written decision not later than five (5) working days following the date of the hearing, and will mail copies to the grievant(s) and SCMA.

13.38. Request for Arbitration

- a. If SCMA is dissatisfied with the decision of the County Executive or designee, it may file a request for arbitration.
- b. The request for arbitration will be in writing, and will 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 SCMA fails to file a request for arbitration within the time required, the decision by the County Executive or designee is final and binding.
- c. In formulating and filing the request for arbitration or by not filing a request for arbitration, SCMA may waive the claims of persons who have filed grievances or others which it elects not to file. The failure to assert such claims is a waiver of such claims and rights which is binding upon SCMA, the persons who have filed grievances, and the personnel covered by this Article.

13.39. Arbitration Scheduling

- a. Timely requests for arbitration will be submitted to and determined by an arbitrator. Arbitration proceeding will 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.
- b. The arbitrator may be selected by agreement of the parties. If the parties are unable to agree, the parties will follow the process delineated in Section 13.19.
- c. Except as otherwise agreed or otherwise provided herein, the arbitration hearings will be conducted in accordance with the rules of the American Arbitration Association.
- d. The parties to the proceedings are the County and SCMA, and no employee, group of employees or other person are deemed to be parties to the proceedings.

13.40. Decision

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

- a. The decision will be issued not later than ten (10) calendar days after the close of the hearing. The decision will be in writing, will 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 does not have jurisdiction or authority to revise the order of either a County-wide reemployment list or departmental reemployment list as to any person on such a list who has not been alleged in a timely grievance to have been placed in incorrect order thereon, except to the extent necessary to grant relief to a person determined to have been placed in incorrect order who was so alleged in a timely grievance.
- c. The arbitrator does not have jurisdiction or authority to invalidate the employment of any person who has been reemployed from either a County-wide reemployment list or departmental reemployment list or to grant any relief to a person on such a list who should have been so reemployed or certified for appointment, except as to persons named in a timely grievance.
- d. The arbitrator has no authority to add to, delete or alter any provisions of this Agreement, but will limit their decision to the application and interpretation of its express terms.
- e. The decision of any arbitrator will be consistent with prior decisions of other arbitrators and subsequent arbitrators are bound by the interpretations by prior arbitrators of the terms of this Agreement.
- f. The decision of the arbitrator is final and binding.

13.41. Costs

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

DIVISION D: MISCELLANEOUS

13.42. Witnesses

Employees will not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this Article. SCMA agrees that the number of witnesses requested to attend, and their scheduling will be reasonable.

ARTICLE 14 - TERM

14.1. Term

The term of this Agreement is November 30, 2025, through and including June 30, 2029. Thereafter, the contract continues indefinitely, unless either party provides formal, written notice to the other party of an intent to renegotiate the provisions of this Agreement. Requests must be made no later than January of a calendar year, beginning in January of 2029.

Should either party exercise the right to renegotiate the terms as described in the previous paragraph, the Wage Maintenance Provision identified in Section 7.7 expires immediately. This will not apply to the limited reopener described in Section 7.8 (Reopeners) of the 2025-2029

Agreement.

Dated: 3/10/2026

County of Sacramento

Matt Connolly

Matt Connolly
Chief Labor Negotiator

Michael Jarvis

Michael W. Jarvis
Liebert Cassidy Whitmore

County Negotiating Team

Danny Morris
Deputy Director, DCFAS

Melissa Lloyd
Deputy Director, DCFAS

James Robbins
Division Chief, DPS

Jessica Gau
Labor Relations Assistant, DPS

Dated: 3/3/2026

Sacramento County Management Association

Jason Jasmine

Jason H. Jasmine
Messing Adam Jasmine & Shore

Kelsey Johnson

Kelsey Johnson
President, SCMA

SCMA Negotiating Team

Blake Sequeria
Vice President, SCMA

Bryan Jones
Treasurer, SCMA

Jason Walkup
Secretary, SCMA

Pamela Gandy-Rosemond
Member, SCMA