

**AGREEMENT**

**BETWEEN**

**COUNTY OF SACRAMENTO**

**AND**

**UNITED PUBLIC EMPLOYEES**

**COVERING ALL EMPLOYEES IN THE**

**WELFARE NON-SUPERVISORY UNIT**

**2022-2025**

# TABLE OF CONTENTS

<u>Section</u>		<u>Page</u>
	<b>PREAMBLE</b>	
	<b>ARTICLE I</b>	
	<b>RECOGNITION AND COVERAGE</b>	
1.1	Recognition .....	1
1.2	Coverage .....	1
	<b>ARTICLE II</b>	
	<b>UPE RIGHTS</b>	
2.1	UPE Security .....	1
2.2	UPE Notices and Meetings.....	2
2.3	UPE Representation .....	3
2.4	Indemnification .....	4
2.5	Payroll Authorization Requirements .....	4
2.6	List of Employees and Representation Information .....	5
2.7	UPE Business .....	6
2.8	Policies and Procedures .....	7
2.9	New Employee Orientation .....	7
	<b>ARTICLE III</b>	
	<b>COUNTY RIGHTS</b>	
3.1	County Rights .....	7
	<b>ARTICLE IV</b>	
	<b>GENERAL PROVISIONS</b>	
4.1	Definitions .....	8
4.2	Strikes and Lockouts .....	8
4.3	Discrimination.....	9
4.4	Application of Personnel Ordinance.....	9
	<b>ARTICLE V</b>	
	<b>GRIEVANCE AND ARBITRATION PROCEDURE</b>	
5.1	Purpose .....	9
5.2	Definitions .....	10
5.3	Time Limits.....	10
5.4	Presentation .....	10
5.5	Employee Rights.....	10

<u>Section</u>	<u>Page</u>
5.6 Application .....	10
5.7 Formal Grievance - Step 1.....	10
5.8 Formal Grievance - Step 2.....	11
5.9 Formal Grievance - Step 3.....	11
5.10 Formal Grievance - Step 4.....	11
5.11 Response.....	11
5.12 Copy of Decision.....	11
5.13 Selection of Arbitrator .....	12
5.14 Decision.....	12
5.15 Costs.....	12
5.16 Witnesses.....	12

**ARTICLE VI  
HOURS OF WORK AND OVERTIME**

6.1 Hours of Work .....	12
6.2 9/80 Work Schedules.....	13
6.3 Four Day/Forty Hour Work Schedule .....	16
6.4 Overtime .....	17
6.5 Standby Assignments .....	17
6.6 Part-Time Employment.....	18

**ARTICLE VII  
SALARIES**

7.1 Salary Increases .....	19
7.2 Equity Adjustments .....	20
7.3 Salary Administration .....	20
7.4 Merit Increases.....	23
7.5 Payroll Errors .....	23
7.6 Special Pay Allowances .....	25
7.7 Salary Levels .....	28
7.8 Social Worker Pay Differentials.....	28
7.9 Recruitment and Retention Incentive.....	28
7.10 FSW Acting Assignment Incentive .....	28
7.11 Longevity .....	29

**ARTICLE VIII  
HOLIDAYS**

8.1 Holidays.....	29
-------------------	----

Section

Page

**ARTICLE IX  
LEAVES**

9.1	Vacation.....	30
9.2	Sick Leave .....	31
9.3	Sick Leave While On Vacation.....	33
9.4	Wellness/Sick Leave Incentive Program .....	33
9.5	Family Death Leave .....	34
9.6	Military Leave .....	35
9.7	Disability Leave.....	35
9.8	Jury Duty .....	36
9.9	Conferences .....	36
9.10	Time Off For Promotional Examinations .....	36
9.11	Assignment of Leave For Catastrophic Illness and Other Purposes .....	36
9.12	Parental Leave .....	37
9.13	County Employees as Volunteer Poll Workers Program.....	37
9.14	Leaves of Absence .....	38
9.15	Conservatorship Duty Leave .....	39

**ARTICLE X  
HEALTH AND WELFARE**

10.1	General Provisions .....	39
10.2	Medical Insurance and Health Plans.....	41
10.3	Retiree Health Savings Plan .....	43
10.4	Dental Plan .....	43
10.5	Life Insurance .....	43
10.6	Employee Assistance Program .....	44
10.7	Flexible Spending Account.....	45
10.8	State Disability Insurance .....	45
10.9	Labor-Management Committee on Healthy Workplaces .....	47
10.10	Retiree Health Contribution .....	47
10.11	Health Care Reopener .....	47

**ARTICLE XI  
RETIREMENT PLAN**

11.1	Retirement Contribution.....	48
11.2	Retirement Tier 3 .....	48
11.3	Retirement Enhancement for Miscellaneous .....	48
11.4	Deferred Compensation .....	49
11.5	Deferred Compensation - Temporary Employees.....	49

<u>Section</u>	<u>Page</u>
11.6 Tier 4 Miscellaneous Employee Retirement .....	49
11.7 Tier 5 Miscellaneous Employee Retirement .....	50
11.8 Retirement Contributions.....	50

**ARTICLE XII  
ALLOWANCES AND REIMBURSEMENT**

12.1 Education Reimbursement .....	50
12.2 Reimbursement For Use Of Private Cars .....	50
12.3 Emergency Use .....	51
12.4 Transit Pass .....	51
12.5 Family Service Worker Clothing Allowance .....	51
12.6 Education and Certification Incentive Pay .....	51

**ARTICLE XIII  
CAREER DEVELOPMENT**

13.1 Affirmative Action .....	53
-------------------------------	----

**ARTICLE XIV  
JOB SECURITY**

14.1 Unemployment Benefits.....	53
14.2 Seniority .....	53
14.3 Inter-Departmental and Inter-Class Transfer.....	53
14.4 Reinstatement.....	54
14.5 Medical Examination.....	54
14.6 Leaves of Absence .....	54
14.7 Resignation .....	56
14.8 Voluntary Intra-Departmental Transfers .....	56
14.9 Involuntary Intra-Departmental Transfers .....	58
14.10 Transfers Due to Organizational Changes .....	60
14.11 Loans of Employees to Other Agencies .....	60
14.12 Priority for Filling Vacancies .....	60
14.13 Transparency .....	60

**ARTICLE XV  
CASELOADS**

15.1 Caseload Averaging .....	61
-------------------------------	----

**ARTICLE XVI  
MISCELLANEOUS**

16.1 Safety Representative ..... 61  
16.2 Performance Evaluations..... 62  
16.3 Automatic Resignation..... 62  
16.4 Desk Files ..... 62  
16.5 Letters of Reprimand..... 63  
16.6 Probationary Period..... 64  
16.7 Classification Changes ..... 64  
16.8 Pay Differential – Supervisory Positions ..... 64  
16.9 Business Cards..... 65  
16.10 Copies of Agreement..... 65  
16.11 Y-Rate—Involuntary Demotions ..... 65  
16.12 Contingency Provision..... 65  
16.13 Savings Clause ..... 66  
16.14 Waiver Clause ..... 66  
16.15 Disability Retiree-Return Rights ..... 66  
16.16 Employee Relations Ordinance ..... 66  
16.17 Joint Labor-Management Committee..... 67  
16.18 Workload Policy Board..... 68  
16.19 Disaster Worker Deployment ..... 69

**ARTICLE XVII  
REDUCTION IN FORCE**

**DIVISION A  
APPLICATION - PURPOSES – RIGHTS**

17.1 Purpose ..... 70

**DIVISION B  
LAYOFFS**

17.2 Seniority ..... 70  
17.3 Layoff ..... 71  
17.4 Application ..... 72  
17.5 Notice of Layoff..... 74  
17.6 Notice to UPE ..... 75  
17.7 Grievance-Arbitration Procedure ..... 75  
17.8 Definition ..... 75  
17.9 Time, Place and Manner Of Filing ..... 75  
17.10 Delivery to UPE ..... 76

<u>Section</u>	<u>Page</u>
17.11	Complaints by UPE..... 76
17.12	Arbitration – Scheduling ..... 77
17.13	Consolidation of Proceedings ..... 77
17.14	Appointment of Arbitrator ..... 78
17.15	Hearings ..... 78
17.16	Questions ..... 78
17.17	Decision..... 79
17.18	Costs ..... 80

**DIVISION C  
REEMPLOYMENT**

17.19	Entitlement ..... 80
17.20	Type of Position ..... 81
17.21	Limited Term And CETA Personnel ..... 81
17.22	Departmental Reemployment Lists ..... 81
17.23	County-Wide Reemployment Lists ..... 81
17.24	Appointment and Certification Priorities ..... 82
17.25	Removal from Departmental Reemployment Lists ..... 83
17.26	Removal from County-wide Reemployment Lists..... 83
17.27	Effect of Reemployment..... 84
17.28	Service of Reemployment Lists..... 84
17.29	Grievance-Arbitration Procedure ..... 85
17.30	Existence, Order and Contents of Reemployment Lists ..... 85
17.31	Other Matters ..... 86
17.32	Pre-Arbitration Hearing ..... 86
17.33	Request for Arbitration..... 86
17.34	Arbitration Scheduling ..... 87
17.35	Decision..... 87
17.36	Costs..... 88

**ARTICLE XVIII  
TRANSFER OF SACRAMENTO HOUSING AND  
REDEVELOPMENT AGENCY  
EMPLOYEES TO SACRAMENTO COUNTY**

18.1	1994 Transfer ..... 88
18.2	2001 Transfer ..... 94

**Section**

**Page**

**ARTICLE XIX  
DISCIPLINE AND DISCHARGE**

19.1	Purpose .....	96
19.2	Definition .....	96
19.3	Persons Authorized to Initiate Disciplinary Action .....	96
19.4	Application .....	97
19.5	Cause for Disciplinary Action .....	97
19.6	Causes for Personnel Action Due to Physical or Mental Disability .....	98
19.7	Notice Requirement and Effective Date of Order .....	98
19.8	Appeal .....	99
19.9	Appointment of Arbitrator .....	100
19.10	Amended or Supplemental Order .....	100
19.11	Discovery .....	100
19.12	Timing and Conduct of Hearing .....	102
19.13	Subpoenas .....	103
19.14	Decision .....	103
19.15	Finality of Decision .....	104
19.16	Costs .....	104
19.17	Witnesses .....	104
19.18	Expedited Arbitration .....	104

**ARTICLE XX  
TERM**

20.1	Term .....	104
------	------------	-----

**Exhibit "A" Salary Exhibit  
Exhibit "B" Salary Schedule**

**Appendix "A" Recognized Letters of Understanding, Side Letters, and Addendums  
Appendix "B" FSW Benchmark Table  
Appendix "C" Completion of obligation for the HSSW Class Study**



## **PREAMBLE**

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

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

## **ARTICLE I RECOGNITION AND COVERAGE**

### **1.1 RECOGNITION**

a. The County recognizes UPE as the exclusive negotiating agent for all employees in the Welfare Non-Supervisory Unit.

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

### **1.2 COVERAGE**

a. The Welfare Non-Supervisory Unit consists of all employees in the classes as listed in Exhibit "A" of this Agreement.

b. This Agreement applies only to employees in the above-described representation unit.

The County and the Union agree the impact of *Janus v. AFSCME* requires the termination of the Agency Shop provision directly related to fair share fees and the provisions are null and void.

## **ARTICLE II UPE RIGHTS**

### **2.1 UPE SECURITY**

a. It is the intent of this article to provide for the regular dues of UPE members to be deducted from their paychecks insofar as permitted by law.

b. The County agrees to deduct and transmit, to the treasurer of UPE, dues in uniform amounts from all UPE members within the unit who have signed an authorization card for such deduction in a form approved by the County. The written authorization for UPE dues deduction shall remain in full force and effect unless revoked, as provided in such authorization form. In the event the County misses one (1) or more dues deductions in a payroll period, due to no fault on the part of UPE, the County will correct the error in the next biweekly pay period if notified by UPE in writing.

c. The County shall deduct and transmit to UPE payroll deductions authorized by employees to cover approved insurance and benefit programs sponsored by UPE.

d. "Approved insurance and benefit programs" are those which the County Executive or his or her designated representative has approved from the standpoint of not being in competition with or not duplicating the health and medical, life, disability and dental insurance programs offered by the County. It is understood that life insurance, except for accidental death and dismemberment, is competitive and duplicative of County-offered programs. The County retains the right to disapprove any insurance or benefit program, which, in the judgment of the County, is in competition with or duplicates County-sponsored programs. UPE shall receive approval of the County before offering any insurance or benefit program which utilizes County payroll deductions. Approval by the County shall not be unreasonably delayed. The County shall have the right to cancel deductions for UPE's insurance and benefit programs in the event UPE offers programs which have not been approved by the County.

e. Forms and procedures pertaining to deductions for insurance and benefit programs shall be subject to approval by the County. Deductions shall not exceed \$99.99, including dues, each pay period.

f. UPE agrees to indemnify, defend and hold the County harmless against any claims made of any nature whatsoever, and against any suit instituted against the County arising from its deductions for dues or insurance and benefit programs offered by UPE.

g. Solicitation or servicing regarding UPE's insurance and benefit program shall not interrupt any employee who is on duty. Solicitation may be conducted in County facilities only with advance approval by the County and in locations, at times and under such conditions as may be prescribed by the County. Such approval shall not be unreasonably denied.

h. The County shall distribute membership information packets, provided by UPE, to each newly hired employee at orientation meetings. UPE representatives may attend this orientation to make a brief presentation.

## **2.2 UPE NOTICES AND MEETINGS**

a. UPE may use County conference rooms and similar building facilities for meetings with employees in the unit it represents; may post material on bulletin boards located (as provided below) to serve employees in the unit it represents; and may visit

work locations to confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.

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

c. At each office location, a bulletin board shall be provided. No publication shall be posted by UPE which indicates County action or approval when none has been given.

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

e. UPE may transmit reasonable amounts of written materials through the department's inter-office mail system, except as prohibited by law.

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

## **2.3 UPE REPRESENTATION**

a. The County recognizes and agrees to deal with designated stewards and representatives of UPE in all matters relating to grievances, disputes and the interpretation of this Agreement.

b. A written list of the officers of UPE and the stewards, with assigned areas of responsibility indicated, shall be provided to the County by email to the Office of Labor Relations immediately after their designation and UPE shall notify the County promptly of any changes of such officers or stewards. This notification of new designations and removals shall also include a complete list of stewards and officers after such changes. Those new officers or stewards shall not be recognized by the County until such lists or changes thereto are received and acknowledged by the Director.

c. The stewards shall be as follows:

- (1) One (1) bureau steward in each bureau who shall be a member of the unit.

(2) Four (4) chief stewards, each of whom shall be a member of the unit.

(3) One (1) grievance chairperson, who shall be a member of the unit.

d. The provisions of Subsection c. may be negotiated during the term of this Agreement if significant changes are made in the geographic location of employees in the unit.

e. A bureau steward may assist in the investigation or presentation of a grievance to management in a grievance meeting as set forth under Sections 5.7 and 5.8 of this Agreement. A chief steward may assist in the investigation or presentation of a grievance to management in a grievance meeting as set forth under Section 5.8 (where the bureau steward is absent) and Section 5.9. The grievance chairperson may assist in the investigation or presentation of a grievance to management in a grievance meeting as set forth under Section 5.9 (where the chief steward is absent) and Section 5.10. The applicable steward shall be allowed a reasonable time for the above purpose during working hours without loss of pay, subject to prior notification and approval by the steward's immediate supervisor. For investigation or grievance presentations which take a steward physically outside the bureau office space, such notification shall be on a form prescribed by the County which will state the amount of time spent for the purpose. When a steward is assisting in the investigation or presentation of a grievance within the bureau in which he/she works, the prior notification may be oral and the form need not be used; however, the steward shall accurately record on his/her timesheet all on-duty time spent investigating or presenting grievances to management. Bureau stewards who represent unit members out stationed in Elk Grove, Galt, and Rio Consumnes Correctional Center Offices will be allowed reasonable travel time when it is necessary to travel to these offices to assist in the investigation or presentation of a grievance to management.

f. Up to fourteen (14) UPE members in the Welfare Non-Supervisory Unit who are on the Board of Directors shall be entitled to four (4) hours authorized UPE time off without pay per calendar month.

## **2.4 INDEMNIFICATION**

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

## **2.5 PAYROLL AUTHORIZATION REQUIREMENTS**

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

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

## **2.6 LIST OF EMPLOYEES AND REPRESENTATION INFORMATION**

The County shall provide UPE with the following:

a. Biweekly Reports:

- (1) A list of employees newly assigned into the representation unit. This report is identified as Actions Report.
- (2) A list, identified as Fair Share Report-Employees with Dues Deductions, of employees within the Welfare Non-Supervisory Unit who have a UPE payroll deduction.
- (3) A list, identified as Terminated Employees, of employees who have left County service.
- (4) A list (including employees' addresses) identified as Agency Shop Report-Employees Without Dues Deduction, who do not have payroll deductions from biweekly earnings.
- (5) A list identified as UPE Dues by Representation Unit, which specifies the following information:
  - (a) Name
  - (b) Social security number and/or personnel number.
  - (c) Employment status code
  - (d) Index
  - (e) Classification code
  - (f) Amount of gross pay earned in the pay period
  - (g) Amount of membership dues or fair share fees paid in the pay period
  - (h) Amount of membership dues or fair share fees paid in the quarter to date
  - (i) Amount of membership dues or fair share fees paid in the year to date

- (6) A list identified as Deduction-List, which specifies name, social security number, index, class code, amount, quarter to date and year to date.
- (7) A list which identifies employees who have transferred out of the Welfare Non-Supervisory 008 Unit.

b. Quarterly Reports:

- (1) A list of all employees represented by UPE. Employees shall be listed by departments and classifications within departments. Such listing shall also indicate the class code, date assigned to the class, employment date, social security and/or personnel number, employment code, location code and salary range and step. Such lists shall be furnished quarterly to UPE on the first payday in the months of January, April, July, and October.
- (2) Only upon request of UPE and no more than four (4) times per fiscal year, an updated list of the names and mailing addresses of all employees in the Welfare Non-Supervisory Unit. The list shall include the employee's classification and department of employment.

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

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

e. The County will provide the above lists to UPE in digital format (disk) if such format is available from the County's payroll system.

## **2.7 UPE BUSINESS**

a. Upon written request from UPE, an employee who is elected or appointed to a UPE office, or is selected for regular employment with UPE, shall be granted a leave of absence from the County without pay for a one-year period. The mandatory right of such leave of absence shall be limited to one (1) employee. Subsequent applications for additional one-year periods may be granted subject to the needs of the County. An employee may not return prior to the effective date of return on the approved leave of absence request without approval of the appointing authority.

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

## **2.8 POLICIES AND PROCEDURES**

The County agrees to provide UPE copies, upon request of all County Personnel Policies and Procedures issued by the Department of Human Assistance, Department of Health Services, and The Department of Child Adult and Family Services, affecting the bargaining unit.

## **2.9 NEW EMPLOYEE ORIENTATION**

When the County elects to conduct new employee orientation electronically, the following shall apply:

a. UPE shall annually provide the County with a schedule of meeting dates and times.

b. Employees shall be allowed 30 minutes to attend one virtual union orientation schedule by UPE. The County shall inform new employees of the UPE meeting date closest to the date of the County orientation. The employee must notify his or her supervisor reasonably in advance in order to secure this paid release time. Such time shall not be unreasonably denied. Employees unable to attend their scheduled UPE orientation shall be scheduled for the next available UPE orientation.

c. The County shall provide UPE with a list of new employees as prescribed by law (including but not limited to classification, location, home and work email address) for each orientation not less than 10 days in advance. UPE shall email new employee with its meeting materials to give to the employee.

d. Employees shall be provided an opportunity to attend the virtual union orientation in a location where they will not be interrupted or overheard by others.

e. All disputes regarding attendance to the UPE orientation shall be between the Union and the employee.

## **ARTICLE III COUNTY RIGHTS**

### **3.1 COUNTY RIGHTS**

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

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

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

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

e. This article imposes no duties or obligations of any kind upon the County.

f. This provision is not subject to the Grievance and Arbitration procedure set forth in Article V of this Agreement.

## **ARTICLE IV GENERAL PROVISIONS**

### **4.1 DEFINITIONS**

a. Where the terms "extra-help employee" or "regular employee" are used in this Agreement, the terms shall be given the meaning assigned in Chapter 2.78 (Sacramento County Code) as that Chapter read on January 15, 1989.

b. Where the term "part-time employee" is used in this Agreement, the term shall be given the meaning assigned in Chapter 2.78 (Sacramento County Code) as that Chapter read on January 15, 1989.

### **4.2 STRIKES AND LOCKOUTS**

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

b. UPE agrees that during the term of this Agreement, neither it, nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, mass resignations, mass



absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the County. In the event that UPE members participate in such activities in violation of this provision, UPE shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

### **4.3 DISCRIMINATION**

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

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

### **4.4 APPLICATION OF PERSONNEL ORDINANCE**

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

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

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

## **ARTICLE V GRIEVANCE AND ARBITRATION PROCEDURE**

### **5.1 PURPOSE**

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

b. The purposes of this procedure are:

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

- (2) To provide an orderly procedure for reviewing and resolving grievances promptly.
- (3) To determine and correct, if possible, the causes of grievances.

## **5.2 DEFINITIONS**

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

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

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

## **5.3 TIME LIMITS**

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

## **5.4 PRESENTATION**

An employee or UPE representative, or both, may present a grievance while on duty. On group grievances at Steps 1, 2, and 3, no more than six (6) County employees may participate on behalf of UPE while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the County.

## **5.5 EMPLOYEE RIGHTS**

The employee retains all rights to self-representation conferred by Sections 3502 and 3503 of the Government Code and Section 2.79.030 of the Sacramento County Code.

## **5.6 APPLICATION**

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

## **5.7 FORMAL GRIEVANCE - STEP 1**

a. A formal grievance may be initiated no later than ten (10) working days after the event or circumstance occasioning the grievance

b. A formal grievance shall be initiated in writing on a form prescribed by the

County and shall be filed with the program manager. The employee may be represented by the bureau steward or the chief steward designated to represent that bureau.

c. The program manager shall answer the grievance within ten (10) working days of the filing of the formal grievance at Step 1.

## **5.8 FORMAL GRIEVANCE - STEP 2**

a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, he or she may appeal the decision within ten (10) working days to the appointing authority or his or her designee. The employee may be represented by the chief steward designated to represent that area or the grievance chairperson.

b. Within ten (10) working days, the appointing authority or his or her designee shall respond in writing to the grievant.

## **5.9 FORMAL GRIEVANCE - STEP 3**

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he or she may appeal the decision within ten (10) working days to the County Executive. The employee may be represented by UPE president or the grievance chairperson.

b. The County Executive or his designated representative shall respond in writing within ten (10) working days to the grievant. If the County Executive or his designated representative determines that it is desirable, he or she shall hold conferences or otherwise investigate the matter.

## **5.10 FORMAL GRIEVANCE - STEP 4**

If the County Executive or his designated representative fails to respond in writing, as provided in Step 3, or if the response is not satisfactory to UPE, UPE shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the County Executive within ten (10) working days of receipt of his decision.

## **5.11 RESPONSE**

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

## **5.12 COPY OF DECISION**

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

### **5.13 SELECTION OF ARBITRATOR**

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

b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation and Conciliation Service a list of seven (7) arbitrators.

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

### **5.14 DECISION**

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

b. The arbitrator shall have no authority to add to, delete or alter any provisions of this Agreement nor shall the arbitrator substitute his/her discretion in any case where the County is given or retains such discretion. The arbitrator shall limit his/her decision to the application and interpretation of the provisions of this Agreement. This subsection does not authorize the County to exercise its discretion in an arbitrary or capricious manner.

### **5.15 COSTS**

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

### **5.16 WITNESSES**

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

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

### **6.1 HOURS OF WORK**

a. The appointing authority shall determine the hours of work for each employee in accordance with the needs of the department. Permanent employees shall be given written notice of two (2) full pay periods prior to a permanent change in their assigned hours of work. The notice requirement shall not apply to temporary or emergency assignments. An emergency is defined as a sudden, generally unexpected occurrence or set of circumstances, demanding immediate action. Changes in hours or

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

b. The hours of work, including authorized absences with pay, for all full-time employees shall be normally considered as eight (8) hours per day or forty (40) hours per week.

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

d. All employees normally shall be allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour, which shall be scheduled generally in the middle of the workshift. Whenever it is necessary for an employee to work overtime in excess of two (2) consecutive hours, he or she shall be granted an additional lunch period, the taking of which is optional with the employee. Lunch periods shall not be counted as part of total hours worked except for those employees for whom lunch periods include the actual performance of assigned duties such as employees assigned to work a straight eight-hour shift. An employee required to remain at the workstation during the lunch period shall be considered to be performing assigned duties.

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

f. For Medical Assistance Bureau employees assigned to the Sacramento Medical Center, there shall be no permanent change in shift without giving five (5) working days' advance notice, except for temporary or emergency assignments. An emergency is defined as a sudden, generally unexpected occurrence or set of circumstances, demanding immediate action.

g. Regular full-time employees within a specific section, unit, division, bureau, or department may work a modified biweekly pay period of less than ten (10) days, but not less than eighty (80) hours, subject to approval of the County and UPE. Part-time employees may be included in the modified work schedule.

h. When an employee reports to work for an additional prescheduled shift and the County declares there is no work to be completed, the employee shall be released for the day. A released employee shall be compensated two (2) hours' pay as hours worked.

## **6.2 9/80 WORK SCHEDULES**

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

work a 9/80 work schedule. A response to the request by the employee shall be given within fourteen (14) calendar days of the request. If the request is denied, the specific reasons for the denial shall be given to the employee at the time of the denial. "Business needs" is not a sufficient response. If a specific reason for the denial is not provided, denials may be grieved through Step 2 of the grievance procedure; otherwise denials are not subject to the grievance procedure.

b. For reference purposes only, this subsection discusses the application of the 9/80 schedule for employees who do not receive time and one-half overtime. This subsection does not in any way change or impact the time and one-half overtime employees receive under the Agreement pursuant to Section 6.3.

- (1) For employees who do not receive time and one-half overtime pay, the workweek will remain from 12:00 a.m. on Sunday to 12:00 a.m. the following Sunday, a period of seven (7) consecutive twenty-four (24) hour periods.
- (2) For these employees, the 9/80 work schedule is a schedule which during one (1) week of the biweekly pay period the employee is scheduled to work four (4) nine-hour workshifts for a total of thirty-six (36) hours, and during the other week of the pay period, is scheduled to work four (4) nine-hour workshifts and one (1) eight-hour workshift.
- (3) For these employees working the 9/80 work schedule who are eligible to earn straight-time overtime, overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift, and in excess of eight (8) hours when normally scheduled to work the eight-hour workshift. Overtime shall also be earned when an employee eligible for overtime is required to work in excess of thirty-six (36) hours during the week the employee is scheduled to work thirty-six (36) hours, or in excess of forty-four (44) hours during the week the employee is scheduled to work forty-four (44) hours.

c. For employees who do receive time and one-half overtime pay, the individual employee's workweek must be redesignated by the County so that it commences in the middle of the eight-hour workshift as described in Subsection b.(2) above. This redesignated workweek must be in writing and specifically state the day of the week and time of day that the workweek commences and the effective date of the redesignated workweek. This must be completed and approved prior to the employee working the 9/80 schedule and be filed in the employee's personnel file. This redesignated workweek must be changed prior to the employee altering the day of the week or time of day that the eight-hour workshift occurs; the redesignated workweek must always commence during the middle of the eight-hour workshift. This redesignated workweek must also be changed back to the standard Sunday through Saturday workweek upon the employee moving off of the 9/80 work schedule.

- (1) For these employees, the 9/80 work schedule is a schedule in which

during each redesignated workweek the employee works four (4) nine-hour workshifts and one (1) four-hour workshift. The two (2) four-hour workshifts are worked consecutively in a manner to constitute one (1) eight-hour work period, similar to the eight-hour workshift provided in Subsection b.(2) above.

- (2) For these employees, overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift, and in excess of forty (40) hours during the redesignated workweek. Additionally, overtime will be earned when the employee is required to work more than four (4) hours when normally scheduled to work either of the four-hour workshifts.
- (3) When determining overtime eligibility, pursuant to Section 6.2-c.(2), all paid leave except sick leave shall be counted as time worked.

d. Employees working a 9/80 schedule shall take an unpaid meal period in the middle of their nine-hour and eight-hour workshifts, or between the two (2) four-hour workshifts, consistent with Section 6.1. Employees may receive one (1) rest period during the first half of the employee's nine-hour or eight-hour workshift and one (1) rest period during the second half of the nine-hour or eight-hour workshift. Employees who work two (2) four-hour workshifts may receive one (1) rest period during each four-hour workshift.

e. An employee shall be granted a holiday that falls on the employee's scheduled eight-hour workshift. If the holiday falls on the scheduled nine-hour workshift, the remaining hour must be taken off as leave first from accumulated compensating time off or holiday in lieu, and second from accumulated vacation time; and, if there are no leave balances, then leave without pay. If the holiday falls when the employee is scheduled to work the two (2) four-hour workshifts, then both four-hour workshifts shall be deemed to be the holiday. If a holiday falls on an employee's scheduled day off, the employee shall accrue eight (8) hours compensating time off.

f. Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on a scheduled nine-hour workshift shall result in the deduction of nine (9) hours from the employee's accrued leave balances. Full shift absences on the eight-hour workshift shall result in the deduction of eight (8) hours from the employee's accrued leave balances. Full shift absences from either four-hour workshift shall result in the deduction of four (4) hours from the employee's accrued leave balances.

g. Employees may return to the standard five-day, forty-hour workweek upon the approval of their appointing authority.

h. The appointing authority shall have the right to return employee(s) to the standard five-day, forty-hour workweek schedule after providing advance written notice of two (2) full pay periods to the affected employee(s). Removal of an employee from the

9/80 workweek schedule for purposes of corrective action shall be at the discretion of the appointing authority. Removal for operational reasons shall be by inverse seniority among those employees impacted by the operational change.

### **6.3 FOUR DAY/FORTY HOUR WORK SCHEDULE**

An appointing authority, with the prior approval of the County Executive, may approve requests of employees covered by this Agreement in their department to work a four-day, forty-hour workweek schedule. A response to the request by the employee shall be given within ten (10) workdays of the request. If the request is denied, the reasons for the denial shall be given to the employee at the time of the denial. Such reasons shall not be arbitrary or capricious.

Four-day forty-hour workweek schedules shall be subject to the following conditions:

a. Overtime: Employees shall earn overtime compensation in accordance with section 6.3, except that such overtime shall be earned when employees work in excess of ten (10) hours per day or forty (40) hours per week.

b. Sick Leave: Sick leave with pay shall be accrued, accumulated, and taken in accordance with Section 9.2 of this Agreement and Subsection d. below.

c. Vacation Leave: Vacation leave with pay shall be accrued and used in accordance with Section 9.1 and Subsection d below.

d. Leave usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on a scheduled ten-hour work shift result in the deduction of ten (10) hours from the employee's accrued leave balance.

e. Holidays: Employees shall be granted the day off in accordance with Section 8.1 of the Agreement if a holiday falls on an employee's scheduled workday, except that the remaining two (2) hours must be taken off as leave first from accumulated time off, and second from holiday in lieu or accumulated vacation time; and, if there are no leave balances, then leave without pay. If a holiday falls on an employee's scheduled day off during the normal Monday through Friday workweek, the employee shall accrue eight (8) hours of compensating time off.

f. Holiday In Lieu: Employees who work in a unit for which the normal work schedule includes Saturdays, Sundays and holidays shall accrue eight (8) hours holiday time every four (4) weeks in accordance with HIL requirements, except that in-lieu days off shall be for a ten-hour workday.

g. Other provisions: All other provisions of this Agreement shall apply to employees who work a regular eight hour/forty-hour workweek.

h. Employees may return to the standard five-day, forty-hour workweek upon approval of their appointing authority.



i. The appointing authority shall have the right to return employee(s) to the standard five-day workweek schedule after providing advance written notice of two (2) full pay periods to the affected employee(s).

#### **6.4 OVERTIME**

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

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

c. Part-time employees shall be compensated for overtime at their regular hourly rate for each hour worked in excess of their normal workday or week; provided, however, for work performed in excess of eight (8) hours per day or forty (40) hours per week, they shall be compensated in the same manner as full-time employees.

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

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

f. Employees covered by this Agreement, when required to work in excess of eight (8) hours per day or forty (40) hours per week, shall be compensated for such overtime with pay at one and one-half times the hourly rate or by compensating time off on the basis of one-and one-half hours off for each hour of overtime worked. Compensation may be paid in cash when overtime is required for the protection of persons or property, when the granting of time off would seriously disrupt the operations of the department, or in other cases of a unique nature warranting cash payment. The employee may specifically request cash payment or compensating time off, consideration will be given to the preference of the employee. Compensating time off shall be given in all other cases. Such compensating time off shall be used within one (1) year from the time the overtime was performed. If the department is unable to schedule and grant the time off within one (1) year, cash payment shall be made in lieu of compensating time.

#### **6.5 STANDBY ASSIGNMENTS**

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

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

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

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

e. Employees on standby who are not called in to work but who respond to a phone call shall be compensated in six-minute increments.

## **6.6 PART-TIME EMPLOYMENT**

a. This section applies to employees in the department who request to be employed on a part-time basis, and whose request is approved subject to such rules and regulations as the director may establish. Approval of requests for part-time employment lies within the discretion of the director.

b. Employees may be employed part-time, either twenty (20) hours per week or thirty-two (32) hours per week. If a request to convert to part-time is approved, the employee will be assigned on a part-time basis as soon as administratively feasible.

c. Except as otherwise provided in this Agreement:

- (1) A part-time Eligibility Specialist or Human Services Specialist may return to full-time employment by bidding on a vacancy and being selected in accordance with the transfer procedure in Section 14.8 of this Agreement.
- (2) A Human Services Social Worker or Human Services Social Worker-Master Degree will have an option of resuming full-time employment twelve (12) months from the date the part-time employment starts, provided he or she declares the intent to do so at least thirty (30) days in advance. If the intent to resume full-time employment is not declared, the employee will continue part-time and shall have the option of resuming full-time employment twelve (12) months later, provided he or she declared the intent to do so no later than at least thirty (30) days in advance. If there are insufficient positions to accommodate personnel who elect to resume full-time employment, personnel shall be laid off in order to create vacancies, and part-time personnel shall have the right to bump less senior personnel. Such layoffs and bumping shall take place in accordance with the reduction-in-force provisions of the Agreement then in effect between the County and UPE covering the Welfare Non-Supervisory Unit.
- (3) Employees in classes other than those covered by Subdivisions

(1) and (2), above, may return to full-time employment at any time subject to approval of the director. The director, to meet the needs of the department, may return such an employee involuntarily to full-time employment, provided that the employee is given at least fourteen (14) calendar days' advance notice.

d. An employee also may be allowed to return to full-time employment at any time, subject to the approval of the director.

e. If the department fills any vacancies in the classes of Human Services Social Worker or Human Services Social Worker-Master Degree during the term of this Agreement, offers of full-time employment shall be made first to employees on reemployment lists and then, on the basis of seniority, to part-time employees in the class. This provision shall not apply to a part-time employee whose position is returned to full-time pursuant to Subsection d.

f. The salary of part-time employees shall be prorated based on the number of hours worked.

g. Vacation, sick leave, and holiday benefits will be prorated based on the number of hours worked.

h. All part-time regular employees who are employed at least forty (40) hours per pay period shall be eligible for group medical insurance and health benefits and group dental benefits and life insurance, and the County shall make contributions in the same amounts as for full-time regular employees. No employee shall suffer any loss of benefits or rights as a result of modifying all part-time language from twenty (20) hours per week to forty (40) hours per pay period.

## **ARTICLE VII SALARIES**

### **7.1 SALARY INCREASES**

a. Fiscal Year 2022-23: Effective June 19, 2022, salaries shall be increased by four percent (4%).

b. Fiscal Year 2023-24: Effective June 18, 2023, salaries shall be increased by four percent (4%).

c. Fiscal Year 2024-25: Effective June 30, 2024, salaries shall be increased based on the average percent of year to year change in the Consumer Price Index (CPI) U.S. City Average, Urban Wage Earners and Clerical Workers reported to the nearest one-tenth of one percent (1/10%) provided however, such increase shall not be less than two percent (2%) nor more than four percent (4%).

## 7.2 EQUITY ADJUSTMENTS

a. The classification of Human Services Social Worker (Range A and Range B) will receive the following equity adjustments:

- Effective June 19, 2022, a one percent (1%) salary increase.
- Effective June 18, 2023, a two percent (2%) salary increase.

b. The equity adjustment to the related class may vary to maintain the prior salary relationship.

c. The following salary relationships shall be maintained:

<u>Class</u>	<u>Salary Relationship</u>
Eligibility Specialist	13% below the Human Services Specialist through June 30, 2011
Workforce Coordinator	4.75% above Human Services Social Worker
Senior Eligibility Specialist	Same as Human Services Specialist

## 7.3 SALARY ADMINISTRATION

a. Entry Step:

- (1) Effective July 2, 2000, the entry step within the established range for each class shall be Step "5" unless specifically designated as Step "6", "7", "8", or "9". Except as otherwise provided, any person appointed to a class shall receive the entry step of the range of such class.
- (2) Any person who is appointed to a permanent, regular position in the same class to which he or she was previously appointed pursuant to Civil Service Rule 7.7(a) or Civil Service Rule 7.7(e), and who has also continuously served in that capacity shall receive the equivalent to the salary step which he or she received during his or her appointment under Civil Service Rule 7.7(a) or Civil Service Rule 7.7(e). Time spent in any appointment made pursuant to Civil Service Rule 7.7(a) or Civil Service Rule 7.7(e) shall not constitute a part of such employee's probationary period.
- (3) Transition of Employees in Salary Steps "2", "3" and 4": Effective July 2, 2000, employees in salary Steps "2", "3" and "4" shall be moved as follows:

- (a) Employees in salary Steps "2" and "3" will be moved to salary Step "5" with no change in merit increase date.
- (b) Employees in salary Steps "4" will be moved to salary Step "6" with a new merit increase date of July 2, 2000.

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

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

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

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

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

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

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

i. Y-Rate: The Board of Supervisors may adopt a Y-rate to apply to: (1) an employee who would suffer an actual decrease in salary as a result of action taken by

the County, without fault or inability on the part of the employee, or (2) an employee who is changing from one (1) class series to another, as a normal consequent of career development through the County's upward mobility program, and the salary of the class the employee enters in the new class series is less than the salary the employee was receiving in the former class. A Y-rate means a salary rate, for an individual employee, which is greater than the established range for the class.

j. Y-Rate Salary Increase: An employee for whom a Y-rate is established shall not receive any increase in salary until such time as his or her rate of compensation is within the established range for his/her class, at which time the employee shall receive the highest step of the range. The employee shall receive a proportionate decrease in salary whenever a lower range is established for the class in the Agreement. This section shall not apply to any employee who may be impacted by the 2015/16 DHA Classification Study.

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

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

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

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

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

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

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

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

## **7.4 MERIT INCREASES**

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

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

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

d. Upon change in class, which results in a salary decrease or in a salary increase of less than ten percent (10%) or the equivalent of two (2) steps, an employee shall retain the same merit increase date.

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

f. Extra-help employment shall not be considered eligible service for merit increases except that continuous extra-help employment may be considered as eligible service for employees who transfer to a regular position without a break in service.

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

h. A merit increase may be denied only for just cause. Denial of merit increase shall be subject to the grievance procedure.

## **7.5 PAYROLL ERRORS**

a. This provision applies when the Director of Personnel Services determines that an error has been made in relation to the base salary, overtime cash payment or paid leave accruals, balances, or usage, or for medical insurance premiums or life

insurance premiums. In such cases the County shall, for purposes of future compensation, adjust such compensation to the correct amount. Except in emergency situations, the Department of Personnel Services will provide the employee with 24 hours advance written notice of the adjustment, which will occur in the employee's paycheck.

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 hours (8) per day or forty (40) hours per week.
- (3) "Paid leave" means vacation, sick leave, compensating time off, and all other types of authorized leave with pay.
- (4) "Overpayment" means any cash or leave (balance, usage or accruals) that has been overpaid or overcredited to an employee regardless of the reason, including but not limited to administrative, clerical or system errors.
- (5) "Underpayment" means any cash or leave (balance, usage or accruals) that has been underpaid or undercredited to an employee regardless of the reason, including but not limited to administrative, clerical or system errors.

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

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



future salary shall be made in installments until the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge against future accruals shall not be permitted.

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

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

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

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

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

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

## **7.6 SPECIAL PAY ALLOWANCES**

a. Night Shift Pay: Employees shall receive night shift differential pay if more than half of their work period is before eight a.m. or after five p.m. Night shift differential pay shall be seven and one-half percent (7.5%) of the employee's daily or biweekly salary rate.

b. Weekend Shift: An employee in the classification series of Human Services Social Worker, Family Service Worker, or Child Development Specialist will receive weekend shift differential of one dollar and fifty cents (\$1.50) per hour for hours worked on Saturday and/or Sunday.

c. Specialized Units:

- (1) Employees in the class of Eligibility Specialist who are assigned to the Specialized Units listed below shall receive a pay differential of five percent (5%) of the employee's established hourly rate. This differential shall be paid only for the time the employee is assigned to perform the duties in the following Units: Court Order Review Team, Home Visit, Overpayment Computation, Quality Control, and Training. Employees permanently assigned to the Training Specialized Unit who are temporarily assigned in writing to work in a position for which the differential does not apply, shall not lose such differential. The number of days the employee may be temporarily assigned to work outside the specialized unit shall not be in excess of twenty (20) cumulative workdays in a calendar year. Assignments in excess of twenty (20) workdays in a calendar year shall be made under the provisions of Section 14.9.
- (2) Effective June 28, 1992, the Income Earnings Verifications System (IEVS) Program is not considered a specialized unit under Section 14.8; however, this status may change subject to the provisions of Section 14.8.
- (3) Effective August 15, 1999, employees in the class of Human Services Specialist who are assigned to the Training Specialized Unit shall receive a pay differential of five percent (5%) of the employee's established hourly rate. This differential shall be paid only for the time the employee is assigned to perform the duties in the Training Unit. Employees permanently assigned to the Training Unit, who are temporarily assigned in writing to work in a position for which the differential does not apply, shall not lose such differential. The number of days the employee may be temporarily assigned to work outside the specialized unit shall not be in excess of twenty (20) cumulative workdays in a calendar year. Assignments in excess of twenty (20) workdays in a calendar year shall be made under the provisions of Section 14.9.
- (4) (a) Employees in the class of Eligibility Specialist who are assigned to the CAPI-Medi-Cal Multi-Program shall receive a pay differential of five percent (5%) of the employee's established hourly rate. This differential shall be paid only for the time the employee is assigned to perform the duties in the CAPI-Medi-Cal Multi-Program. Employees permanently assigned to the CAPI-Medi-Cal Multi-Program, who are

temporarily assigned in writing to work in a position for which the differential does not apply, shall not lose such differential. The number of days the employee may be temporarily assigned to work outside the specialized program shall not be in excess of twenty (20) cumulative workdays in a calendar year. Assignments in excess of twenty (20) workdays in a calendar year shall be made under the provisions of Section 14.9.

- (b) If additional multi-program programs are added to the Program Side Letter, pursuant to Section 14.8-j. (j), they shall be covered by this section of the Agreement.
- (c) The Department of Human Assistance and UPE shall meet and confer over implementation of the CAPI-Medi-Cal Multi-Program.

d. Bilingual and Cultural Pay :

- (1) An employee who is in a special skills class that requires that the employee utilize bilingual skill shall be entitled to a bilingual pay differential of one dollar (\$1.00) per hour.
- (2) Other employees shall be approved for the same bilingual pay differential of one dollar (\$1.00) per hour if (1) the department head determines that bilingual skill is a requirement of the employee's position; and (2) the employee agrees to utilize his/her bilingual ability on the job and is able to demonstrate bilingual proficiency satisfactory to the County. Sign language may be treated as a bilingual skill pursuant to this subsection. Such assignments shall be in writing and must be renewed on an annual basis.
- (3) An employee who is in a special skills class that requires that the employee utilize cultural skill shall be entitled to a cultural pay differential of one dollar (\$1.00) per hour.
- (4) Half-time employees who were receiving \$15 per pay period for bilingual pay on December 8, 1985, or \$30 per pay period for bilingual and cultural pay on December 8, 1985, shall continue to receive the cents per hour equivalent of that amount so long as the employee remains a half-time employee.

e. Training Differential - Human Services Social Worker/Human Services Social Worker-Master Degree: Employees in the classes of Human Services Social Worker or Human Services Social Worker-Masters Degree assigned in writing to perform training duties shall be paid a 5% differential of the employee's base rate of pay only if (1) the department head determines that training duties are a requirement of the employee's position and (2) the employee agrees to perform such training duties. This

differential shall be paid only for the time the employee is assigned, in writing, to perform the training duties.

## **7.7 SALARY LEVELS**

Except as provided elsewhere in this section, the salary level at which initial appointments are made to classes with more than one (1) salary level, and advancement from the lower to the higher salary level of such classes (for example, from Level I to Level II) are at the discretion of the appointing authority provided the minimum qualifications as stated in the class specification as adopted by the Civil Service Commission are met.

## **7.8 SOCIAL WORKER PAY DIFFERENTIALS**

a. Employees in the class of Human Services Social Worker assigned to the programs listed below shall be paid at Range B, which shall be approximately 7.5% higher than Range A. This differential shall be paid only for the time the employee is assigned to perform the duties of the following programs/functions: all Child Protective Services Programs, all Adult Protective Services Programs, Disability Case Management, In-Home Supportive Services (screening for services, quality assurance and improvement, and fraud assignments and Pediatric Unit only), Resource Family Approval, Homeless Outreach Public Guardian Conservator, and Sheriff's Department Correctional Facilities Human Services Social Worker positions.

b. Assignment to and removal from any of the positions which qualify for the Range B differential shall be at the discretion of the Director pursuant to Section 14.8-e. Removal from the positions which qualify for the Range B differential shall be at the discretion of the Director pursuant to Section 14.9.

## **7.9 RECRUITMENT AND RETENTION INCENTIVE**

Regular employees in the class of Human Services Social Worker and Human Services Social Worker-Master's Degree assigned to Child Protective Services shall be paid a 5% pay differential.

Effective June 18, 2023, regular employees in the class of Family Services Worker I or II, working in any program within DCFAS shall be paid a 3% differential.

## **7.10 FSW ACTING ASSIGNMENT INCENTIVE**

Effective June 19, 2022, an employee in the classification of Family Services Worker I or II, will receive a five percent (5%) differential when assigned to fill behind a vacant Child Development Specialist, Level 1 or 2 position, or to cover an absence of an incumbent in Child Development Specialist, Level 1 or 2 position.

## **7.11 LONGEVITY**

Permanent employees who reach ten (10) years of full-time service shall receive a 2.5% differential. Less than full-time permanent employees shall become eligible upon working the equivalent of ten (10) years of full-time service.

## **ARTICLE VIII HOLIDAYS**

### **8.1 HOLIDAYS**

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

- (1) The holidays 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 and the day after Thanksgiving, and December 25.
- (2) When January 1, February 12, March 31, June 19, July 4, November 11, or December 25 holidays fall on Sunday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the Monday following as a holiday with pay.
- (3) When January 1, February 12, March 31, June 19, July 4, November 11, or December 25 holidays fall on Saturday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the preceding Friday as a holiday with pay. It is the intent of the parties that County employees shall take off from work the Fridays enumerated herein except where the needs of the service require otherwise.

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

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

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

## ARTICLE IX LEAVES

### 9.1 VACATION

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

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

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

\*eight-hour day

c. All employees who have less than three (3) years of service shall accrue vacation on the basis of 4.0 hours for each biweekly pay period.

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

e. All employees who have more than fifteen (15) years of service shall accrue vacation on the basis of 7.1 hours for each biweekly pay period of service.

f. Employees who accrue vacation as provided in Subsection b. may

accumulate vacation to a maximum of 240 hours on any accrual date. Employees who accrue vacation as provided in Subsection c. may accumulate vacation to a maximum of 320 hours on any accrual date. Employees who accrue vacation as provided in Subsection d. may accumulate vacation to a maximum of 400 hours on any accrual date. Upon proper application by an employee, and with the approval of the employee's appointing authority, the Board of Supervisors may authorize the accrual in appropriate circumstances of more than the number of hours specified in this section.

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

h. For employees hired prior to June 28, 1992, who have been on the vacation schedule set forth in Subsections b., c., d., and e. above, such employees shall remain on that schedule, except that (1) employees with nine (9) or more years of service on June 28, 1992, shall be moved to the appropriate level on the vacation schedule set forth in Subsection g.; and (2) employees who reach six (6) years of service after June 28, 1992, shall be moved at that time to the appropriate level on the vacation schedule set forth in Subsection g.

i. Whenever possible, vacations shall be granted at the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the appointing authority may place reasonable seasonal or other restrictions on the use of accrued vacation.

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

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

## **9.2 SICK LEAVE**

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

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

- (1) A regular employee may use sick leave for personal purposes or family purposes as provided in this section.
- (2) For personal purposes, a regular employee may use sick leave for:
  - (a) Absence from duty when quarantined because of exposure to a contagious disease or when incapacitated from performing duties because of personal illness, injury, dental work, or pregnancy; and
  - (b) Absence from duty for examination or treatment by medical doctor or dentist, under circumstances not involving quarantine or incapacity; provided, however, that such absences shall be scheduled at the discretion of the appointing authority.
  - (c) Absence from duty to donate blood. Such an absence shall be scheduled at the discretion of the appointing authority, shall cover the time needed to donate blood but shall not exceed four (4) hours in any instance, and shall be approved only upon submission to the appointing authority of an official blood bank receipt reflecting the donation.
- (3) For family purposes, a regular employee may use sick leave credits for:
  - (a) Attendance upon an eligible family member who is incapacitated because of illness or injury and definitely requires personal care. Such absence shall be limited by the appointing authority to the time reasonably required to make other arrangements for such care.
  - (b) To transport an eligible family member to and from a local hospital for medical treatment or operation, including childbirth.
  - (c) To attend, at any location, during serious medical treatment or operation, including childbirth, performed upon an eligible family member.
  - (d) For the purposes of this Subsection (3), an eligible family member is the employee's spouse, child, stepchild, parent, stepparent, grandparent, grandchild, domestic partner (as defined by Section 297 of the California Family Code), or domestic partner's child. Additionally, under this subsection, an eligible family member is any other close relative or child who resides with the employee.



- (4) The appointing authority may require reasonable substantiation of the need for, and use of, sick leave.
- (5) Sick leave, when used for maternity, may be taken and compensated at the rate of one-half day for each full day of absence unless the employee applies for and receives State Disability Insurance, in which case the provisions of Section 10.5 shall prevail.

### **9.3 SICK LEAVE WHILE ON VACATION**

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

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

a. Effective with Pay Period #14, beginning June 14, 1992, the County shall establish a sick leave incentive program. Eligible full-time regular employees who use twelve (12) hours or less of sick leave in Pay Periods #1 through #13 of any year shall receive a wellness certificate enabling them to take eight (8) hours off with pay during the following six-month period. Eligible full-time employees who use twelve (12) hours or less of sick leave in Pay Periods #14 through #26 of any year shall receive a certificate enabling them to take eight (8) hours off with pay during the following six-month period. The maximum hours of sick leave usage will include any hours used under the Family Medical Leave Act. The certificate shall have no monetary value.

b. Regular employees must be continuously on the County payroll to be eligible to earn and use the wellness certificate during the entire 26-week period from Pay Periods #1 through #13, and from Pay Periods #14 through #26. Any employee on an unpaid leave of absence during a portion of the designated 26-week period is excluded for that time period. An employee who is released without pay at the request of UPE and with the approval of their manager to attend to UPE business shall not be excluded from participation in the time period solely for that reason. Any employee during the 26-week period who receives pay pursuant to Labor Code Section 4850 or who receives SDI integration pursuant to Section 10.8, or who selects the disability leave option pursuant to Section 9.7-b.(2)(b), is excluded from participation for that time period. Any employee who was temporary and transferred to a permanent position during the designated 26-week time period is excluded for that time period. If an employee is denied a wellness certificate due to leave covered under the FMLA, such employee shall be entitled to such certificate upon show of proof.

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

employee, the maximum would be nine and six-tenths (9.6) hours. The amount of time off received by the qualifying part-time employee shall also be prorated. This means a half-time employee would receive a certificate for four (4) hours time off, and a four-fifths employee would receive a certificate for six and four-tenths (6.4) hours time off.

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

## **9.5 FAMILY DEATH LEAVE**

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

- (1) spouse
- (2) registered domestic partner
- (3) child
- (4) child of registered domestic partner
- (5) parent
- (6) grandparent, great grandparent
- (7) grandchild, great grandchild
- (8) brother
- (9) sister
- (10) brother-in-law; brother of registered domestic partner; registered domestic partner of brother
- (11) sister-in-law; sister of registered domestic partner; registered domestic partner of sister
- (12) mother-in-law; mother of registered domestic partner
- (13) father-in-law; father of registered domestic partner
- (14) any child or close relative who resided with the employee at the time of death.

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

c. Such absence for family death shall be limited to time which is definitely required and shall not exceed forty hours for any one (1) death. Family death leave benefits will be prorated for part-time employees based upon the number of hours worked (for example, a half-time employee to a maximum of twenty [20] hours, four-fifths employee to a maximum of thirty-two [32] hours, a full-time employee to a maximum of forty [40] hours).

d. The intent of this benefit is that it be used within reasonable proximity of the death of the relative unless there are circumstances present which are clearly beyond the control of the employee.

## **9.6 MILITARY LEAVE**

Employees shall be granted military leave as required by statute.

## **9.7 DISABILITY LEAVE**

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

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

- (1) During any period of disability for which payment is not provided under Worker's Compensation Insurance, the employee shall be placed on disability leave with pay to the extent of any leave with pay which he or she has accrued. Such disability leave with pay shall be charged against the employee's accrued leave with pay;
- (2) During any period of disability for which payment is provided under Worker's Compensation Insurance, the employee shall elect to either:
  - (a) Retain any worker's compensation benefits received during the pay period and receive full pay. The employee shall use their accrued sick leave, vacation, CTO, and HIL on an hour-for-hour basis to cover all hours the employee is absent from duty due to the work-related disability during the applicable pay period. Or,
  - (b) Retain any worker's compensation benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the worker's compensation benefits added together are equivalent to the employee's full pay. The

employee shall use their accrued sick leave, vacation, CTO, and HIL in an amount equal to one-half of the number of hours the employee was absent from work during the pay period due to the work-related disability. If, however, the amount of the worker's compensation benefits is subtracted from the employee's full pay for the time off due to the disability, and the remainder is less than one-half of the amount of such full pay, then only the number of leave balance hours necessary to equal that remainder shall be charged.

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

## **9.8 JURY DUTY**

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

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

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

## **9.9 CONFERENCES**

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

## **9.10 TIME OFF FOR PROMOTIONAL EXAMINATIONS**

Employees shall be released from duty without loss of compensation while competing in County promotional examinations that are scheduled during duty hours, including reasonable travel time.

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

Regular employees shall be eligible to participate in the County's program of assignment of leave for catastrophic illness and other purposes. The County will provide UPE a copy of the standardized County Policies and Procedures regarding the implementation of this program (refer to Sacramento County Code 2.78.797).

## **9.12 PARENTAL LEAVE**

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

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

c. The maximum paid parental leave for full-time regular employees shall be 160 hours. Parental leave shall be prorated for part-time regular employees. Parental leave shall not extend beyond six (6) months from either: (1) the date of birth of the employee's child, or the employee's domestic partner's child, or (2) in the case of adoption, the initial date of residence of such child with the employee. The maximum 160 hours shall apply to each birth or adoption, regardless of the number of children born (twins, triplets, et cetera) or adopted.

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

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

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

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

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

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

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

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

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

d. The County shall respond to an employee's request for paid leave under this Section within ten work days after the date of request.

## **9.14 LEAVES OF ABSENCE**

Chapter 2.78 of the County Code on Leaves of Absence shall be incorporated into

this Agreement.

## **9.15 CONSERVATORSHIP DUTY LEAVE**

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

# **ARTICLE X HEALTH AND WELFARE**

## **10.1 GENERAL PROVISIONS**

a. Eligibility: All regular full-time employees of the unit shall be eligible to participate in County-sponsored insurance and benefit programs defined in this article. Regular part-time employees who work a minimum of forty (40) hours per biweekly pay period shall also be eligible to participate.

b. Dependent Eligibility:

- (1) For medical and dental programs covered in this article, eligible dependents are an employee's lawful spouse or domestic partner (as defined by Section 297 of the California Family Code) and children natural, step, adopted, legal guardianship and/or foster of the employee or domestic partner, who are qualified IRS dependents for purposes of pre tax payment of health insurance premiums of the employee or domestic partner, up to twenty-six (26) years of age. Appropriate documentation verifying the relationship to the employee is required.
- (2) The County medical plans qualify as a "grandfathered" plan under the Patient Protection and Affordable Care Act and other related legislation and regulations until December 31, 2013 for the purposes of complying with the requirement of extending adult dependent coverage to age 26. Qualified dependents that are not eligible as an adult dependent defined by federal legislation may be eligible to participate in the program as a full time student through December 31, 2013. A full time student carries a minimum of 12 units, is unmarried, and under the age of 24.
- (3) For life insurance, Flexible Spending Account (medical reimbursement) and EAP programs covered in this article, eligible dependents are an employee's lawful spouse or domestic partner (as defined by Section 297 of the California Family Code), and unmarried children (natural, step, adopted, legal guardianship, and/or foster) of the employee or domestic partner, who are qualified

IRS dependents of the employee or domestic partner, up to age nineteen (19) or up to twenty-four (24) years of age if they are a full time student.

- (4) Disabled dependents are able to continue coverage beyond the limiting age if the disability occurred while the dependent was covered under a County-sponsored plan or prior to the dependent's 19<sup>th</sup> birthday, and is certified by a licensed physician.

c. Enrollment In Benefits Plans:

- (1) Commencement and Termination of Benefits: Upon enrollment by the employee, benefits shall commence on the first day of the month following an employee's date of hire in a benefit-eligible position with the County. Benefits in force shall terminate on the last day of the month in which the employee terminates County employment.
- (2) Breaks in Coverage: Breaks in coverage, such as those due to leaves of absence shall not affect the employee's date of hire for purposes of determining medical plan eligibility. If an employee fails to re-enroll within thirty (30) days after returning from a leave of absence that resulted in a break in coverage, he/she shall be automatically enrolled in the level of medical, dental, and basic life insurance coverage in which he/she was enrolled prior to the leave of absence.
- (3) If a new employee fails to enroll, he/she shall automatically be enrolled in the default level of medical, dental, and basic life insurance coverage on the first of the month following thirty (30) days in a benefit-eligible position. Employees shall be charged the applicable level of employee contribution, if any, for each plan. During the first thirty (30) days of employment, employees hired on or after August 15, 1999, may waive coverage under the medical plan program by providing proof satisfactory to the County Benefits Office that the employee has other group medical insurance coverage. Employees hired prior to August 15, 1999, are not required to show proof of other coverage in order to waive coverage under the County's plan. An employee may also change their health plan or coverage option under the plan (for example, from employee only coverage to an option that includes dependent coverage) during the first thirty (30) days of County employment. Once coverage has gone into effect, it may not be changed except as provided in Subsection 10.1-c.(4) below.
- (4) Employees subsequently desiring to make a coverage change may do so only under the following circumstances: (1) during any open enrollment period for coverage effective on the first day of the following calendar year; (2) upon the occurrence of certain qualifying



events as prescribed by the Health Insurance Portability and Accountability Act; or (3) upon the occurrence of certain specified family status change events as governed by Internal Revenue Code (IRC) Section 125 and authorized under the County's Section 125 qualified cafeteria benefits plan (to include but not limited to marriage, divorce, new registered domestic partnership, dissolution of registered domestic partnership, birth, death). Employees hired prior to August 15, 1999, are not required to show proof of other coverage in order to waive coverage under the County's plan. Employees seeking to waive coverage shall show proof satisfactory to the County Benefits Office that the employee has other group medical insurance coverage.

d. Taxes on Benefits: Employee contributions for health insurance shall be deducted from employee pay on a pre-tax basis unless otherwise prohibited by the IRC. The employee will be responsible for any tax consequences resulting from the inclusion of a dependent who does not meet the applicable tax code definition of a dependent.

## **10.2 MEDICAL INSURANCE AND HEALTH PLANS**

The County shall pay a monthly contribution for any of the medical insurance or health plans made available to employees pursuant to this Agreement. The County contribution shall be applicable to the coverage level selected by the employee. If the cost of the coverage exceeds the maximum County contribution, the employee shall pay the additional cost.

a. Tier A:

- (1) Employees hired prior to August 15, 1999, with medical insurance or health plan coverage whose premium rate is less than the County contribution shall receive a cash payment not to exceed \$535 per month minus the cost of the premium, if any. For such employees who are covered by social security (FICA), this cash payment will not exceed \$535 per month minus the cost of the premium, if any, for the employee's medical insurance or health plan coverage, minus a percentage equal to the County's social security contribution rate on FICA taxable wages, and minus any County costs (excluding FICA) which are applicable to such cash payment, if any. For such employees who are not covered by social security, the cash payment will be calculated in exactly the same manner, except there will be no deduction of the percentage equal to the County's social security contribution rate on FICA taxable wages. Employees hired on or after August 15, 1999, shall not receive this cash payment. Current employees who receive cash-back benefits shall be grandfathered for the duration of their continuous employment history with the County of Sacramento. Such cash-back benefit shall be a vested right.

(2) Employees hired prior to January 1, 2007, will be placed in Tier A. The County contribution in effect as of the date of this Agreement will continue at those levels until December 31, 2007. Effective January 1, 2007, employees in Tier A will receive a maximum County contribution of 80% of the Kaiser family rate for 2007. Effective January 1, 2008, the County insurance contribution (\$826.90) entitlement to cash back, cash back maximums (\$535), plan selection incentive (PSI) (\$150), and if applicable, FICA reductions, shall be frozen at the level in effect on December 31, 2007. This County contribution arrangement shall be henceforth referred to as Tier A. Employees in Tier A shall remain in this tier unless they voluntarily elect to move to Tier B. Such election by an employee to move to Tier B shall be irrevocable once made. Employees who wish to elect to move from Tier A to Tier B may do so under the following circumstances: (1) Open Enrollment; (2) Qualified Status Change Event (as defined under Section 125 IRC); (3) upon the occurrence of certain qualifying events as prescribed by the Health Insurance Portability and Accountability Act; or, (4) change of bargaining unit. Employees receiving the PSI and who waive coverage under the County's program shall continue receiving the PSI while in Tier A.

b. Tier B: The County shall provide an insurance contribution, henceforth known as Tier B, for employees starting employment with the County on or after January 1, 2007, and employees who were in Tier A and have voluntarily elected to participate in Tier B. The County contribution shall be recalculated annually to be effective January 1 of each year. The County contribution amount shall be 80% of the premium amount for the health plan and level of coverage selected provided however, that the maximum amount of the contribution shall be 80% of the premium amount for the least expensive, full coverage HMO health plan option offered by the County, for the level of coverage selected by the employee. (See HMO sideletter Exhibit F). The employee shall pay through payroll deduction any additional premium not paid by the County contribution that is required for the plan option and level of coverage selected by the employee, or the default coverage if the employee did not select another plan or waive coverage as specified under the provisions of this Agreement.

c. Until December 31, 2007, or later, as determined by the County, employees shall be provided with at least the following medical plan options:

Kaiser Foundation Health Plan

A health maintenance plan

A health plan with a Point of Service (POS)

A catastrophic health plan

- d. Effective January 1, 2008, or later, as determined by the County, employees shall be provided with at least the following:
  - (1) Medical Plan Options:
    - (a) A traditional Kaiser Foundation health maintenance organization plan
    - (b) A traditional non-Kaiser Foundation health maintenance organization plan (See HMO sideletter).
    - (c) One (1) or two (2) high deductible health plan options, with a voluntary health savings account
  - (2) Coverage Levels: Employees may elect coverage under one (1) of the following levels:
    - (a) Employee only
    - (b) Family
- e. The default medical plan enrollment shall be the County's lowest premium traditional HMO employee-only coverage level. Upon implementation of a high deductible health plan, the default medical plan enrollment shall be the employee-only coverage of that plan.
- f. All co-payments will remain at their respective 2006 levels for the duration of the Agreement.

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

Effective the first pay period after Board approval the County will discontinue contributing to the retiree health savings plan (RHSP). Existing contributions will remain in employees' accounts and access to funds are subject to existing procedures and requirements.

### **10.4 DENTAL PLAN**

Employees in the unit shall enroll in the County's dental insurance plan. The County shall pay 100% of the premium for dental insurance for employees and covered dependents. The default level of dental insurance coverage shall be employee only coverage.

### **10.5 LIFE INSURANCE**

- a. Basic Benefit: The basic life insurance benefit is \$15,000 for employees.

This basic benefit shall be the default level of life insurance coverage, which shall be provided at no cost to the employee.

b. Voluntary Options: The County shall provide additional options to permit employees to elect up to five (5) times their annual salary to a maximum of \$600,000 of provided and purchased life insurance. Premium rates for these supplemental options shall be determined by the County based on the quotation from the insurance carrier selected by the County to provide the life insurance.

c. Living Benefit: The life insurance benefit includes a "living benefit" option. To be eligible for this "living benefit," the claimant must be under the age of seventy (70); be diagnosed terminally ill (with life expectancy of twelve [12] months or less); not have assigned his or her employee life benefits; and not have a court order in force which affects the payment of life insurance benefits. The life insurance benefit will pay a benefit of up to 50% of the combined basic and any supplemental life amounts. The maximum amount of the living benefit is \$250,000 and the minimum is \$7,500. Should the employee recover, the amount paid under this provision would be subtracted from the face amount of his/her full benefit at the time of death.

d. Dependent Benefit: A life insurance benefit of \$5,000 (\$0 from birth to fourteen [14] days of age; \$200 from age fourteen [14] days to six [6] months) is provided for each dependent in addition to the basic life benefit provided to employees. No enrollment of dependents is generally required. Domestic partners and/or their dependents must be enrolled in the program as the dependents of an employee in order to be eligible for the dependent benefit.

e. Conversion of Coverage: The life insurance may be converted from group coverage to private coverage upon termination of employment, or a dependent's loss of eligibility for coverage under the plan. 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. Upon timely notification, a dependent losing coverage will be offered the opportunity to convert to an individual policy. Failure to notify the County within thirty (30) days of a dependent's loss of eligibility shall result in loss of conversion privileges.

## **10.6 EMPLOYEE ASSISTANCE PROGRAM**

a. The County will make an employee assistance program (EAP) available to each eligible employee. Employee participation in the County Employee Assistance Program shall be voluntary. The EAP will provide personal counseling for employees and/or their dependents. The counseling is intended to assist employees and eligible dependents who are experiencing personal problems such as family/marital problems, personal/emotional problems, substance abuse problems, and work-related problems.

b. The County will pay the cost of premium for short-term counseling, not to exceed six (6) sessions of approximately one (1) hour each per incident per calendar year for each employee and each covered dependent. Participation in the Employee Assistance Program shall be confidential unless written consent is given by the employee

or family member.

c. Enrollment of dependents is generally automatic; no enrollment form shall be required.

d. It is understood that the County will provide EAP services through an independent contractor. The County may from time-to-time in its sole discretion change contractors for this service.

## **10.7 FLEXIBLE SPENDING ACCOUNTS**

The County will provide a flexible spending account, which provides employees with the options of dependent care assistance with a calendar year maximum of \$5,000, unreimbursed medical expenses with a calendar year maximum of \$2,400. On a calendar year basis beginning as soon as 2012, but also upon agreement by all Sacramento County Recognized Employee Organizations, the medical expense reimbursement calendar years maximum shall increase to \$2,500. The County shall maintain this plan in compliance with IRC §125. Employee premiums for flexible spending account benefits shall be deducted on a pre-tax basis from employee pay.

## **10.8 STATE DISABILITY INSURANCE**

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

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

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

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

- (1) The intent of this program and contract provision is to insure that those employees who participate in the program comply with all applicable laws, policies, and procedures established to provide integration of County-paid leave balances and State Disability Insurance so as to provide a combined biweekly adjusted net income equivalent to 100% of regular net income - gross income

less required deductions, such as taxes, retirement, State Disability Insurance premiums, and other mandatory deductions - as long as such eligible disability qualifies and available leave balances are authorized by the appointing authority. Other employee authorized deductions shall be deducted from the resultant net pay.

- (2) Upon approval of the use of County-paid leave benefits by the appointing authority and the employee's established eligibility for State Disability Insurance, the County shall make leave accrual payments to the employee in the usual manner except that the net pay, including State Disability Insurance benefits and net County pay, shall not exceed 100% of the regular net pay. If State Disability Insurance benefits equal or exceed 100% of the regular net pay, no County payment shall be made. County-paid leave benefits shall be used in the following order: sick leave, vacation, compensating time off, and holiday-in-lieu time.
- (3) Special pay allowances not of a permanent nature, such as overtime compensation, standby, night shift differential, call back or out-of-class pay, shall not be counted in determining the employee's gross or net pay.
- (4) Sick leave, vacation, and holiday-in-lieu shall not accrue during any pay period in which the employee receives County-paid leave benefits integrated with State Disability Insurance payments, except that the employee shall accrue sick leave, vacation, and holiday-in-lieu for any actual hours worked during a pay period in which integration occurs. Service credits toward seniority and step increase eligibility shall not be affected by any pay period during which an employee is on the integrated leave and State Disability Insurance program.
- (5) When an employee exhausts all available County-paid leave balances, the employee shall either return to work or request an unpaid leave of absence from his/her appointing authority. No request for an unpaid leave of absence shall be considered unless the employee submits proper and adequate verification of the need for such leave to the appointing authority in a timely manner. The appointing authority shall have the discretion to approve or deny such leave of absence, but a denial shall not be on an unreasonable basis. Regardless whether the employee continues to receive State Disability Insurance payments, once all County-paid leave balances are exhausted, County compensation shall cease unless the employee returns to work.
- (6) The County shall continue its contributions towards the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods which include

County payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain insurance coverage when County contributions cease.

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

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

## **10.9 LABOR-MANAGEMENT COMMITTEE ON HEALTHY WORKPLACES**

a. The County and UPE agree to establish a joint Labor-Management Committee to study and formulate a pilot Healthy Workplaces Program (HWP). The HWP shall be designed with the objective to generate future cost savings to the County and may include, but not limited to, on a voluntary basis, annual health screenings, stress reduction programs, chronic illness prevention and monitoring, fitness program, a smoking cessation program, and an incentive plan with lower premiums for participating employees. All other recognized employee organizations (REO's) shall be invited to participate on the Committee.

b. Implementation of the HWP developed by the Committee shall be subject to agreement between the County and UPE.

c. The parties agree to hold an initial meeting and establish a future schedule of meetings not later than January 1, 2007. The parties further agree to make every effort to implement the HWP on January 1, 2008.

d. UPE may appoint up to two (2) employees from the Office-Technical Unit and two (2) employees from the Welfare Non-Supervisory Unit to be members of the Committee.

## **10.10 RETIREE HEALTH CONTRIBUTION**

Beginning the pay period that starts June 30, 2013, the County will not provide a subsidy toward the payment of insurance premiums for medical or dental insurance for retirees.

## **10.11 HEALTH CARE REOPENER**

a. The County and UPE agree to reopen Article X of this Agreement to review the health and welfare benefits programs contained in this Article. Such review shall include but not be limited to, plans, carriers, and benefits levels.

b. Article X shall remain unchanged without mutual agreement of the parties.

c. Any changes resulting from this reopener will only be implemented if such change is applied to all bargaining units.

## **ARTICLE XI RETIREMENT PLAN**

### **11.1 RETIREMENT CONTRIBUTION**

a. Effective July 6, 1975, the County will pay one-half of the employee's normal retirement contribution including one-half of the cost-of-living contribution in accordance with the provisions of the County Employees' Retirement Law of 1937.

b. Effective the pay period beginning September 20, 1992, the County will no longer pay one-half of the employee's retirement as provided in Subsection a. above.

### **11.2 RETIREMENT TIER 3**

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

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

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

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

e. Effective May 20, 1993, the parties agree that all employees hired on or after June 27, 1993, will be placed in Retirement Tier 3, with no option to elect Retirement Tier 2.

### **11.3 RETIREMENT ENHANCEMENT FOR MISCELLANEOUS**



a. Effective June 27, 2004, or sooner if agreement is reached with all other recognized employee organizations representing miscellaneous members, the County will implement the 2% @ age 55 ½ plan and employee purchase of prior service credits to a maximum of four (4) years. The election to purchase shall be open ended with the employee purchase of the employee's share, County's share, and accumulated interest.

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

#### **11.4 DEFERRED COMPENSATION**

Regular employees shall be eligible to participate in the County deferred compensation program.

#### **11.5 DEFERRED COMPENSATION - TEMPORARY EMPLOYEES**

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

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

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

#### **11.6 TIER 4 MISCELLANEOUS EMPLOYEE RETIREMENT**

a. The County shall establish a Miscellaneous Employee Retirement Tier 4 based upon Government Code Section 31676.1, resulting in a 1.92% at age 60 formula, with a final compensation based upon the highest three-year average compensation pursuant to Government Code Section 31462, and shall have a post-retirement cost-of-living adjustment factor pursuant to Government Code Section 31870 to a maximum annual 2%. This retirement tier shall apply exclusively to employees first hired after implementation of the Miscellaneous Employee Retirement Tier 4.

b. This provision will be implemented at the same time, or as soon as practicable after the County implements the Miscellaneous Employee Retirement Tier 4 for the new hires within represented units and unrepresented units which comprise a majority of County positions covered by miscellaneous retirement within the Sacramento County Employee Retirement System.

## **11.7 TIER 5 MISCELLANEOUS EMPLOYEE RETIREMENT**

The County implemented a Miscellaneous Employee Retirement Tier 5 based upon the California Public Employees' Pension Reform Act of 2013, resulting in a 2% at age 62 formula, with a final compensation based upon the highest three-year average compensation pursuant to California Public Employees' Pension Reform Act of 2013. This retirement tier shall apply exclusively to employees hired on or after January 1, 2013.

## **11.8 RETIREMENT CONTRIBUTIONS**

a. Fiscal Year 2015-16: Effective the first pay period after the Board of Supervisor's approval, employees will pay an additional forty percent (40%) of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

b. Fiscal Year 2016-17: Effective the first pay period of July 2016, employees will pay eighty percent (80%) of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

c. Fiscal Year 2017-18: Effective the first pay period of 2017, all employees will pay an amount not to exceed 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

## **ARTICLE XII ALLOWANCES AND REIMBURSEMENT**

### **12.1 EDUCATION REIMBURSEMENT**

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

### **12.2 REIMBURSEMENT FOR USE OF PRIVATE CARS**

The use of privately-owned vehicles for official business is allowed and should be mutually agreeable by both the owner and the County and shall not be mandatory unless specifically stated as a condition of employment. All private vehicle travel will be reimbursed at the current Internal Revenue Service standard

mileage rate. The mileage claim shall be submitted to the employee's supervisor no later than 60 days after the last day of the month being claimed in order for a non-taxable reimbursement.

### **12.3 EMERGENCY USE**

An employee called to emergency official business during off-duty hours when a County car is not available shall be reimbursed for actual and necessary mileage traveled in connection with such emergency. The emergency shall be deemed official business if the employee's time is approved as hours worked pursuant to the department's overtime policy. Reimbursement shall be made in accordance with the County's private mileage reimbursement rates.

### **12.4 TRANSIT PASS**

Effective July 1, 2014, the transit subsidy shall be increased to \$75 per month.

### **12.5 FAMILY SERVICE WORKER CLOTHING ALLOWANCE**

Family Service Workers shall receive a \$80 per year clothing allowance in lieu of the County providing protective clothing for Family Service Worker duties. The allowance shall be paid semi-annually in July and January.

### **12.6 EDUCATION AND CERTIFICATION INCENTIVE PAY (Exhibit E)**

a. Regular employees in the job classes listed below will become eligible for education pay beginning the first biweekly pay period after submission of evidence of eligibility to the person designated by the appointing authority.

b. Employees who submit evidence of eligibility for certification pay will receive payment effective the date the procedures for eligibility verification are established including retroactive payment to the period beginning July 1, 2011 should agreement on procedures and criteria be delayed until after that date.

(1) Education Incentive Pay: Additional salary shall be paid to employees with education credits. To qualify for such additional salary, employees must (1) have completed the following college level semester units<sup>1</sup> from an accredited, recognized college or university as verified by the Department of Personnel Services; and (2) attain a minimum grade of "satisfactory" on all course work:

(a) Thirty (30) to fifty-nine (59) undergraduate semester units above the minimum qualifications for the employee's job classification. Additional salary: 2.5% of base salary.

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<sup>1</sup>One semester unit is the equivalent of one and one-half quarter units.

- (b) Sixty (60) or more undergraduate semester units above the minimum qualifications for the employee's job classification. Additional salary: 2.5% of base salary.
- (2) Certification Incentive Pay: Additional salary shall be paid to employees for possession of certification(s). To qualify for additional salary, such certification(s) shall meet the following criteria:
- (a) Certification is not required as part of the minimum qualifications specified in the employee's job classification.
  - (b) Recognized certificates include those offered at the following institutions: California State University system, University of California system, and the Community College system. UPE and the County shall meet to determine additional recognized certificates and the amount of assigned salary differentials.
- (3) Compensation:
- (a) For purposes of this section, "base salary" shall mean a qualifying employee's straight time hourly rate of pay, and shall not include overtime, skill pay, or other salary differential(s) or pay.
  - (b) No employee who qualifies for both certification and education incentive pay shall receive additional salary of more than 5%.
- (4) Dispute Resolution: The determination of approved accredited recognized colleges or universities and recognized certifications is not subject to the grievance/arbitration provisions of this Agreement.
- (5) Eligible Classes: Changes to the following list of eligible classes shall be made by mutual agreement of the parties.

Child Development Specialist 1	Family Service Wkr Punjabi/E Indian Lv 2
Family Service Wkr AfricAmer CL Lv 1	Family Service Wkr Russian LC Lv 1
Family Service Wkr AfricAmer CL Lv 2	Family Service Wkr Russian LC Lv 2
Family Service Wkr Armenian LC Lv 1	Family Service Wkr Span LG Latin CL Lv 1
Family Service Wkr Armenian LC Lv 2	Family Service Wkr Span LG Latin CL Lv 2
Family Service Wkr Chinese LC Lv 1	Family Service Wkr Vietnamese LC Lv 1
Family Service Wkr Chinese LC Lv 2	Family Service Wkr Vietnamese LC Lv 2
Family Service Wkr Filipino LC Lv 1	Human Svcs Asst
Family Service Wkr Filipino LC Lv 2	Human Svcs Asst AfricAmer CL
Family Service Wkr Japanese LC Lv 1	Human Svcs Asst Armenian LC
Family Service Wkr Japanese LC Lv 2	Human Svcs Asst Chinese LC
Family Service Wkr Korean LC Lv 1	Human Svcs Asst Filipino LC
Family Service Wkr Korean LC Lv 2	Human Svcs Asst Japanese LC

Family Service Wkr Laotian LC Lv 1	Human Svcs Asst Korean LC
Family Service Wkr Laotian LC Lv 2	Human Svcs Asst Laotian LC
Family Service Wkr Lv 1	Human Svcs Asst Native Amer CL
Family Service Wkr Lv 2	Human Svcs Asst Punjabi LG E Indian CL
Family Service Wkr Native Amer CL Lv 1	Human Svcs Asst Russian LC
Family Service Wkr Native Amer CL Lv 2	Human Svcs Asst Spanish LG Latin CL
Family Service Wkr Punjabi/E Indian Lv 1	Human Svcs Asst Vietnamese LC

## **ARTICLE XIII CAREER DEVELOPMENT**

### **13.1 AFFIRMATIVE ACTION**

The County and UPE agree that discrimination in employment is a subject of major mutual concern. The County agrees to meet upon request with UPE regarding affirmative action issues which affect employees covered by this Agreement.

## **ARTICLE XIV JOB SECURITY**

### **14.1 UNEMPLOYMENT BENEFITS**

The County agrees to continue unemployment benefits pursuant to Sacramento County Code Chapter 2.81 if federal law changes.

### **14.2 SENIORITY**

- a. Seniority for purposes of welfare intra-departmental transfer shall be determined in accordance with Section 17.2 of this Agreement.
- b. The County shall provide UPE a seniority list showing the total service of each employee. This list shall be furnished to UPE on or about, April 1 of each year.

### **14.3 INTER-DEPARTMENTAL AND INTER-CLASS TRANSFER**

- a. An employee may transfer from one (1) department to another, within the same class, with the approval of the appointing authorities of both departments.
- b. An employee may transfer from a position in one (1) class to a position in another class with the prior approval of the Director of Personnel Services. Requests for transfer to another class shall be made in writing to the Director of Personnel Services. An employee may not transfer to a class for which he or she is not qualified.

## **14.4 REINSTATEMENT**

a. A former employee who held permanent status in a class at the time of resignation in good standing may be appointed to a vacancy in that class or, with the approval of the Director of Personnel Services, to a lower class for which he or she is qualified. Reinstatement may take place only within three (3) years of the effective date of resignation. All employment rights are forfeited upon resignation. Reinstatement is subject to the discretion of the appointing authority.

b. A former employee who is reinstated to a temporary position, within three (3) years of resignation in good standing, may at the discretion of the appointing authority, and with the approval of the Director of Personnel Services, be further reinstated to a permanent position in the same class even though more than three (3) years have passed since the person resigned from the permanent position, provided there has been no break in the temporary service.

c. A permanent employee who has vacated a regular position to accept another position in a higher class in the same department, or in a class on the same level in the same department, under a provisional or temporary appointment, shall have a right to reinstatement to his former class upon the termination of his provisional or temporary appointment. With the written agreement of the appointing authorities of both the departments, this provision shall apply also to an employee who accepts a provisional or temporary appointment in a department other than his department of permanent assignment.

d. Any former employee who held permanent status in a class at the time of resignation in good standing shall be required to serve the probationary period of any class to which he/she is reinstated if such reinstatement is to a permanent position.

e. Probationary periods will not exceed six (6) months for employees reinstated under this section.

## **14.5 MEDICAL EXAMINATION**

Persons appointed from a reemployment list or by reinstatement shall be employed contingent upon passing a medical examination provided by the County at County expense. Persons appointed from a reemployment list shall be approved for employment unless they are suffering from a communicable disease or are medically incapable of performing the duties of the position.

## **14.6 LEAVES OF ABSENCE**

a. A permanent employee may be authorized a leave of absence without pay. Such a leave shall entitle the employee to be absent from duty for a specified period of time and for a specified purpose, with the right to return as provided in the approved leave.

b. A request for a leave of absence without pay shall be made in writing. Such leave shall be subject to approval of the appointing authority and the Director of Personnel Services. No employee shall be granted a leave of absence without pay until he/ or she has used all accrued leave or compensatory time off to which he/ or she is entitled except for leaves of absence of thirty (30) calendar days or less, in which an employee may choose to retain accrued vacation. A leave may be granted for a period not to exceed one (1) year for the following purposes:

- (1) Illness beyond that covered by accrued leave.
- (2) Education or training which would benefit the County.
- (3) Other personal reasons, approved by the appointing authority and the Director of Personnel Services, when in their judgment County service or cost will not be adversely affected.

c. Leave of absence without pay shall be granted to an employee who is temporarily disabled due to pregnancy and who has exhausted all accrued leave and compensatory time off for which she is eligible. The leave shall cover a reasonable amount of time before, during, and after childbirth, based on her physical disability. If so required by the Director of Personnel Services, such disability shall be determined by the County Personnel Health Physician.

d. An employee may be granted an extension of a leave of absence without pay for more than one (1) year. Such extension shall be based on unusual and special circumstances, and shall be subject to approval of the appointing authority and the Director of Personnel Services.

e. An employee may be granted a leave of absence without pay for a period not exceeding thirty (30) calendar days upon the discretion of the appointing authority. Such a short-term leave may be granted for any reason.

f. A leave of absence may be revoked by the Director of Personnel Services upon evidence that the cause for granting a leave was misrepresented or has ceased to exist.

g. A permanent employee may request up to a maximum one-year leave of absence without pay to allow the employee to care for a new-born child. The absence shall be permitted except when it would unduly interfere with County operations. At the time the leave is requested, the employee must specify the date he/ or she intends to return to County employment. If the County permits the leave, the employee may not return before the date specified in the leave of absence request and, in the event the employee does not return on the specified date, the employee will have resigned from County employment. Upon approval of the appointing authority, the employee may return prior to the specified date of return provided there is a vacancy in the class the employee held at the time the leave was granted.

## **14.7 RESIGNATION**

An employee may resign from County service by submitting his written resignation to the appointing authority. The resignation shall be effective for all purposes upon its submission. However, an employee wishing to resign from the County service in good standing shall, at least two (2) weeks before his last day of actual work, submit to his appointing authority a written resignation stating therein the last day he or she intends to work, unless such two (2) weeks' notice is waived by the appointing authority. A resignation, whether or not written, shall be effective and binding upon its submission to the appointing authority without any further action by any person. In the event of a dispute as to whether a permanent employee submitted a verbal resignation, the permanent employee will have the right to appeal to the Civil Service Commission within fifteen (15) calendar days from the date of the disputed verbal resignation.

## **14.8 VOLUNTARY INTRA-DEPARTMENTAL TRANSFERS**

a. The following rules shall govern the right of employees in the unit to transfer to different locations or programs:

b. The provisions of this section shall only apply to permanent vacancies in the classes covered by this Agreement. A permanent vacancy is where a permanent position has been vacated due to resignation, retirement, termination, promotion, demotion, inter-class transfer, or death, or where a new position has been created in the County Salary Ordinance. Temporary assignment to a permanent position and/or the shift of an employee(s) to balance programs or workload or to reduce staff in one (1) or more programs shall not be considered a permanent vacancy under this section.

c. The department will announce permanent vacancies to be filled in the classes covered by this Agreement in the department announcement bulletin. The department will also announce resultant openings created when permanent vacancies are filled by intra-class transfer. Employees interested in the announced openings shall be given five (5) working days from the date of the announcement bulletin in which to submit an intra-departmental transfer request for transfer to the division manager or program manager indicated. Upon request within thirty (30) calendar days of the announcement of a vacancy, UPE shall have the right to review intra-departmental transfer requests submitted during the applicable five (5) working day filing period for any announced positions.

d. Employees with permanent status in a class shall have the right to submit an intra-departmental transfer request indicating a desire to transfer to a different designated geographic location within the same program. In filling permanent vacancies which occur in the future at the designated location in the employee's class and program, selection must be made from among the three (3) most senior employees who submit intra-departmental location transfer requests, unless there are fewer than three (3) such requests, in which case the County shall have the right to fill the permanent vacancy in any manner it chooses. This subsection shall not apply to the filling of permanent vacancies in specialized organizational units and programs as currently exist or which may be established.



e. Employees with permanent status in a class may submit intra-departmental transfer requests indicating a desire to transfer to a different program, to a specialized unit, or to a Section 7.8-a. differential position. In filling permanent vacancies in the indicated program, specialized unit, or Section 7.8-a. differential position, the County shall give consideration to employees who submit intra-departmental transfer requests. In filling permanent vacancies from among persons not currently in the program, specialized unit, or Section 7.8-a. differential position, the County shall have the absolute right to select the person to fill the permanent vacancy in any manner it chooses.

f. Any employee covered by the Agreement who is or plans to be absent from his/her job for a period of thirty (30) days or less, may submit an intra-departmental request for a transfer to a specified location or program, specialized unit, or Section 7.8-a. differential position. Such requests will be considered in filling any permanent vacancies in the specified location or program, specialized unit, or Section 7.8-a. differential position, which are advertised during the employee's absence, provided the employee is available to be interviewed upon request by the County. Once submitted, such intra-departmental requests shall not be revocable by the employee for the period of his/her absence.

g. Except with the approval of the director, employees may not be considered for transfer to a different location or to a different program, or to a specialized unit, or Section 7.8-a. differential position, unless they:

- (1) Have been in their current assignment for at least twelve (12) months (time spent in AFDC induction training does not count in the twelve-months period); or
- (2) Have been involuntarily assigned to their current assignment within the last twelve (12) months; or
- (3) Were returned from a leave of absence within the last twelve (12) months and were not assigned to (a) their previous location and program or (b) their location and program of choice.

h. The County shall have the right to revoke an employee's rights to transfer if the employee's performance or behavior has been unsatisfactory.

i. Employees in a special skills class who are qualified for the class of the announced permanent vacancy may be considered for such vacancy via an inter-class transfer on equal terms with workers in non-special skills classifications under Section 14.8 d. An employee from a different class who is accepted to fill a permanent vacancy, must transfer to the class of the vacant permanent position.

j. For the purposes of voluntary and involuntary intra-departmental transfers, the County and UPE shall attempt to jointly define the list of programs in Financial Assistance and Social Service programs, and any changes thereto. If agreement is reached, it shall be confirmed in writing in a side letter. If agreement is not reached, UPE

may file a grievance that the County's list of programs is unreasonable. If the County intends to modify the list of programs, it shall provide written notice to UPE. The County will meet with UPE to discuss the proposed changes to such list. If the County implements such changes, UPE may request to meet and confer over the impact of such changes on employees' transfer rights.

k. At the time of hire or when employees have completed a training class and are prepared to move into permanent positions, the County shall apply the following procedure:

- (1) Announce all permanent vacancies as required by this Section (14.8).
- (2) Fill those vacancies as required by this section (14.8).
- (3) When an employee is accepted for transfer in their program under Section 14.8-k.(2) the transfer will be completed in a timely fashion. In any event, such a transfer will be completed within 45 days.
- (4) Allow the trainees to bid for the permanent vacancies created by the transfer of regular employees under (1) and (2) above. Incumbent workers who have transferred to the training class shall be the first within the training class to bid.

This procedure applies only at the time of hire or when employees have completed a training class and are prepared to move into permanent positions. At all other times permanent vacancies shall be announced and filled by the terms of this section. Employees who complete training early shall bid at the time of the graduation of the training class. Trainees may be temporarily assigned to bureaus as part of the training program.

l. For the purpose of voluntary or involuntary transfers, 4/5 time workers will be treated as if they were full-time.

## **14.9 INVOLUNTARY INTRA-DEPARTMENTAL TRANSFERS**

Subject to item c. below, The County shall have the right to make involuntary location or program transfers of employees with one full pay period notice under the following two (2) paragraphs.

- a. The County shall have the right to involuntarily transfer an employee in cases of sexual harassment, discrimination, or for the purpose of medical accommodations. If the director has not made a final determination in the above stated cases, the employee shall be paid mileage from their current work location to their new work location up and until such time as the director makes a final determination on the above stated issues. The decision by the director shall not be arbitrary or capricious.

- b. The County may involuntarily transfer workers for the purpose of workload balancing with one full pay period notice and in compliance with the following procedures:
- (1) When employees are involuntarily transferred from one (1) location or one (1) program to another for the purpose of workload balancing, such employees shall be transferred on the basis of inverse seniority among the employees in the affected program or location. Employees involuntarily transferred for the purpose of workload balancing shall have priority in returning to their former program or location over voluntary transfers by order of the most senior employees. The priority in returning to their former program or location shall exist for one (1) year following the involuntary transfer for the purpose of workload balancing. Any employee who fails to exercise the right to return to his/her former location or program thereby waives the right to priority for future vacancies. Priority return rights shall be applied as follows:
    - (a) If a full-time position opens up in a program and there are workers who had been involuntarily transferred out of the program, the return rights would be:
      1. If the senior returnee is full-time, that worker would get the position.
      2. If the seniority order is a half-timer senior, the next down is also a half-timer and the third down is full-time, the two (2) half-time workers would get the position.
      3. If the seniority order is a half-timer senior, next down is a full-time, and the third down is a half-time, the full-time would get the position.
    - (b) If the seniority order is a half-timer and no one else with involuntary transfer rights back:
      1. The department will advertise for a half-time match. If a match cannot be found, then
      2. The department will advertise for a full-time worker.
      3. If a full-time worker cannot be found for the program, the half-time worker with return rights will be given the slot and, if needed, involuntarily transfer another half-time worker into the program to fill the position.
- c. This section shall not apply to immediate transfers due to emergencies.

Emergency transfers shall not exceed ninety (90) calendar days.

#### **14.10 TRANSFERS DUE TO ORGANIZATIONAL CHANGES**

When it is necessary for the department to make a mass transfer (twenty [20] or more Welfare Non-Supervisory Unit employees) to a different geographic location due to organizational changes, the department shall so notify UPE sufficiently in advance to permit meeting and conferring on the method to be followed in reassigning employees. The meeting and conferring shall conclude within thirty (30) days of the time notice is given UPE. Nothing in this section shall prevent the County from making transfers it deems necessary in the event agreement is not reached on the method of reassignment. This section shall not apply to immediate reassignments due to emergencies or a shift of employees to balance programs or workload.

#### **14.11 LOANS OF EMPLOYEES TO OTHER AGENCIES**

Any employee loaned to work under the direction of another agency shall continue to enjoy the benefits and protection of this Agreement.

#### **14.12 PRIORITY FOR FILLING VACANCIES**

a. When a vacancy occurs in a position at a specific location within a program, employees who have priority return rights pursuant to Section 14.9-b. shall first be offered the opportunity to fill such vacancy in accordance with that section.

b. If the vacancy is not filled in accordance with Subsection a. above, then the provisions of Section 14.8-a through I, Voluntary Intra-Departmental Transfers, shall become operative.

c. If the vacancy is not filled in accordance with Subsections a. or b. above, then employees with reemployment rights under Article XVII shall be offered the opportunity to fill such vacancy in accordance with that article.

d. If the vacancy is not filled in accordance with Subsections a., b., or c. above, then the position may be filled with a new hire, reinstatement, promotion, demotion, or inter-class transfer.

#### **14.13 TRANSPARENCY**

Upon request by UPE, the County shall provide UPE a copy of all reemployment lists for classifications represented by UPE. When layoffs are announced by the County, the County agrees to notify UPE.

## **ARTICLE XV CASELOADS**

**15.1 CASELOAD AVERAGING**

a. Non-specialized eligibility continuing caseloads (not including intake and screening) shall be divided among the workers assigned such caseloads within a program as equally as is administratively feasible.

b. Specialized categories of eligibility continuing caseloads as may be established by the County shall be divided among the workers assigned such caseloads within a program as equally as is administratively feasible.

c. Necessary adjustments shall be made no later than the 15th of the following month.

d. If a specialized or non-specialized continuing caseload exceeds the average for such caseloads by over 10% and is not adjusted on or before the 15th of the month, the worker shall have the right to grieve such inequity.

e. Caseload statistics including open cases and those discontinued less than thirty (30) days for the affected financial assistance programs shall be furnished to UPE on a monthly basis, no later than the tenth working day of the following month, if practical.

f. Cases not assigned to a worker, such as cases in a bank, shall be excluded from the caseload averaging provision above.

g. The programs to which this provision applies shall be those financial assistance (eligibility) programs with continuing caseloads as defined by the County.

h. The number of trainees and the cases assigned to those trainees shall be excluded from the calculation of the caseload average as defined above.

**ARTICLE XVI  
MISCELLANEOUS**

**16.1 SAFETY REPRESENTATIVE**

a. UPE may appoint one (1) safety officer who shall be allowed reasonable time off. Time off shall be kept to a minimum. The department shall appoint a safety officer. UPE safety officer may confer with the department safety officer concerning safety matters as necessary.

b. The County shall develop and implement safety training for all field employees regarding County safety policy, conflict resolution/verbal defense and threat assessment and personal safety in the field.

c. The County shall continue to make a reasonable effort to provide a safe

place of employment. UPE shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors.

## **16.2 PERFORMANCE EVALUATIONS**

a. Employees shall be given performance evaluations on an annual basis. The purpose of performance evaluations is employee development. Performance evaluations are not to be used for disciplinary action.

b. Each employee shall be given the opportunity to read and sign formal performance evaluations prior to the placement of such material in his/her personnel file.

## **16.3 AUTOMATIC RESIGNATION**

a. If an employee fails to report to his/her worksite, and has given no notification to his/her appointing authority or direct supervisor, the employee shall be considered absent without leave. If an employee is absent without leave for five (5) consecutive workdays, such employee shall be considered to have voluntarily resigned from County service. A notice of automatic resignation shall be sent by certified mail to the employee's last known address and a copy to the UPE office assistant via email. The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which he/she is assigned.

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

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

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

## **16.4 DESK FILES**

a. Within ten (10) work days after an employee makes a request to view

his/her desk files the employee shall be granted access to the desk file at a time that is mutually convenient to the employee and the employee's supervisor. For the purpose of this section, "desk file" shall be any file containing employment information on a particular employee whether written or electronic (excluding the employee's "official personnel file". The employee will receive a copy of the desk file contents upon request.

b. Supervisors will review the contents of the supervisor's desk file annually (generally at the time of the annual performance evaluation) and remove any materials that are not of current relevance.

c. The supervisor's desk file will be transferred between supervisors when an employee transfers to a different position in the department or when there is a change in the employee's supervisor. The prior supervisor's comments should be included in the performance evaluation for the period they supervised the employee.

d. Material removed from the supervisor's desk file will be destroyed or given to the employee.

e. If the employee requests material to be removed, and the supervisor denies the request, the supervisor shall provide a written explanation to the employee within fifteen (15) business days.

## **16.5 LETTERS OF REPRIMAND**

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

b. An employee may grieve whether a formal letter of reprimand was given for just cause through to Step 2 of the grievance procedure of the Agreement. Letters of reprimand are not arbitrable and the grievant shall not have the right to refer the matter to binding arbitration.

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

d. If an employee receives a letter of reprimand and no subsequent

disciplinary action has been taken by the County during the following two (2) years, the employee may request removal of that letter of reprimand from the personnel file. Such request for removal shall not be unreasonably denied.

## **16.6 PROBATIONARY PERIOD**

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

b. A probationary employee may be granted a leave of absence without pay, for a period not to exceed one (1) year, to cover an illness, injury or other disability.

c. Probationary periods shall be suspended for the duration of a leave of absence greater than thirty (30) days or a paid leave greater than thirty (30) days due to illness or injury. Upon return from leave, an employee shall complete the full probationary period for the class.

## **16.7 CLASSIFICATION CHANGES**

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

b. Upon approval of the classification change by the Commission and the Board of Supervisors, the County shall meet and confer with UPE upon request regarding the salary of the class. The salary established by the County shall remain in effect unless modified by negotiation between UPE and the County. Neither the classification nor the salary shall be subject to determination by grievance arbitration.

## **16.8 PAY DIFFERENTIAL - SUPERVISORY POSITIONS**

a. Employees assigned in writing by the appointing authority to a supervisory or a Child Development Specialist II position, as designated in the County salary resolution for a period in excess of two (2) working days, for relief necessitated by the incumbent's absence from duty or pending the filling of a vacant position, the employee shall receive a pay differential equivalent to what the employee would receive if appointed to the class under civil service procedure. Such payment shall begin the first day of assignment.

b. The above pay differential shall cease (1) when the absent supervisory or Child Development Specialist II incumbent returns to duty, (2) when the vacant position is



filled, or (3) when the assignment is terminated by the appointing authority, whichever occurs first. However, under no circumstance may any assignment continue nor is any compensation authorized in excess of sixty (60) workdays, unless so authorized in writing by the Director of Personnel Services, in which case an additional fifteen (15) workdays may be authorized. The purpose of the fifteen (15) workday extension is to allow the necessary time to make a civil service appointment to the position.

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

d. When an acting supervisor or Child Development Specialist II is assigned pursuant to this section, the County shall not rotate the assignment so as to avoid payment of the differential.

e. When an employee who is receiving Special Skills Differential Pay is formally assigned to an active supervisor position and maintains a caseload or performs work tasks consistent with their permanent classification, the incumbent shall not lose Special Skills Differential Pay.

f. Employees assigned in writing to train their peers on processes and/or procedures will receive five percent (5.0%) of their base rate of pay for those hours actually training on an hour-for-hour basis. Training assignment and compensation will not exceed sixty (60) workdays.

## **16.9 BUSINESS CARDS**

The County will provide business cards to all employees who have contact regularly with the public. Printed on the card will be the employee's name and title, the name of the department, and the County Seal.

## **16.10 COPIES OF AGREEMENT**

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

## **16.11 Y-RATE--INVOLUNTARY DEMOTIONS**

In the event an employee is involuntarily demoted to a lower class, without fault or inability on the part of the employee, the County agrees to give full consideration to adopting a Y-rate to apply to the employee so affected.

## **16.12 CONTINGENCY PROVISION**

If the implementation of any provision of this Agreement would reduce County revenue pursuant to 1991 State Legislation, then such provision will not be implemented, and the parties will meet and confer on alternatives.

### **16.13 SAVING CLAUSE**

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

### **16.14 WAIVER CLAUSE**

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

a. Unless specifically agreed otherwise, this Agreement sets forth the full and entire understanding of the parties regarding the matters contained in this Agreement and supersedes and cancels all prior existing understandings or agreements between the parties whether formal or informal.

b. During the term of this Agreement, representatives of the County of Sacramento and the United Public Employees, may meet and confer on the letters of understanding, side letters, and addenda. Any Agreement reached between the parties shall be memorialized in writing and be deemed a "Side Letter" to this Agreement.

c. The list of Letters of Understanding, Side Letters, and Addenda the parties recognize are listed in Appendix: A.

### **16.15 DISABILITY RETIREE-RETURN RIGHTS**

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

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

### **16.16 EMPLOYEE RELATIONS ORDINANCE**

UPE concurs that the County may make changes to the Employee Relations Ordinance which prohibits recognized employee organizations from representing both a supervisory and a non-supervisory unit, and restricts law enforcement organizations from representing non-law enforcement units.

### **16.17 JOINT LABOR-MANAGEMENT COMMITTEE**

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

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

b. UPE and County shall establish a joint labor-management committee for the purpose of discussing child welfare caseloads. The committee shall meet within sixty (60) days after this Agreement is ratified by the Board of Supervisors. This committee shall be comprised of a reasonable number of management personnel and designated UPE officers and other representatives as necessary. The initial charge of the committee shall be to:

- (1) Meet every other month or more often if mutually agreed upon by the parties.
- (2) Review and discuss Child Protective Services caseloads to include:
  - (a) The assignment of cases as equitably as administratively feasible, between workers within the programs.
  - (b) Evaluate the need for staffing and recommend appropriate adjustments such as reassignment of staff, filling of vacancies, or, requesting allocations.
  - (c) Make recommendations on the establishment and implementation of workload priorities/leveling guidelines and policies as needed.
- (3) This committee will periodically advise and make recommendations when needed to the Director of Health and Human Services. The final decision regarding implementation of any recommendation shall rest with the Director of Health and Human Services.

- (4) The parties may establish additional subcommittees as mutually agreed.

## **16.18 WORKLOAD POLICY BOARD**

a. UPE and County agree to continue a joint labor management Workload Policy Board for the purpose of improving communication and addressing workload concerns. The Policy Board shall meet within thirty (30) days after this agreement is ratified by the Board of Supervisors. This Board shall be comprised of the Agency Administrator, Director of the Department of Human Assistance and the Director of the Department of Health and Human Services, the Human Resource Managers from those departments, a representative from the Office of Labor Relations and UPE, Welfare Non-Supervisory Unit Governing Board and staff. Caseloads will be the number one priority of the Program Specific Workgroups.

b. The Workload Policy Board and Program Specific Workgroups will meet not less than once per month and will meet within 30 days of signing the tentative agreement.

- (1) Meet quarterly or more often if mutually agreed upon by the parties.
- (2) Provide policy oversight of the workgroups. Review, evaluate, oversee, and implement the recommendations of the Program Specific Workgroups and the Integrated Program Workgroups as appropriate.
- (3) Modify existing governing ground rules, policies and side agreements.
- (4) Prepare and distribute a newsletter on the activities of the Policy Board and the Workgroups.
- (5) Provide support and resources for Workgroups.

c. Recommendations of the Program Specific Workgroups not approved by department directors will be accompanied by written rationale consistent with the Mission Statement of the Workload Policy Board Charter.

d. The Workload Policy Board and Program Specific Workgroups agree to meet in good faith with regard to Caseload Balancing.

e. Any caseload recommendation not approved by the workload Policy Board may be presented by UPE as a proposal in the next round of contract negotiations.

f. The Workload Policy Board may agree to add or delete Program Specific Workgroups. The Program Specific Workgroups shall be comprised of line workers and

managers. Other staff may be invited to participate, as needed. Line Staff participation shall be on County time. UPE may designate a representative to the Program Specific Workgroup. The Program Specific Workgroups shall review and recommend changes which will:

- (1) Identify and discuss program specific workload issues.
- (2) Set goals.
- (3) Determine timelines.
- (4) Define outcomes.
- (5) Meet monthly.
- (6) Provide written recommendations to the Integrated Program Workgroups and the Workload Policy Board.

g. The Workload Policy Board may agree to add or delete Integrated Program Workgroups. The Integrated Program Workgroups shall be comprised of line workers and managers. Other staff may be invited to participate, as needed. UPE may designate a representative to the Integrated Program Workgroup. Line staff participation shall be on County time. The integrated Program Workgroups shall:

- (1) Review recommendations from the Program Specific Workgroups for system-wide impacts.
- (2) Revise recommendations as necessary.
- (3) Forward recommendations to the respective department director and the Workload Policy Board.
- (4) Meet quarterly, prior to the meeting of the Workload Policy Board.

h. The final decision to implement, or not implement, recommendations of the Workgroups shall reside with the respective department director. Such recommendations shall not amend this agreement or change terms and conditions of employment without approval by UPE and County.

## **16.19 DISASTER WORKER DEPLOYMENT**

If an employee is deployed as a disaster worker under Title I, Section 3100 of the California Government Code, the County will meet and confer over the impacts with UPE within thirty (30) days of the deployment. This provision will expire on June 30, 2025.

## **ARTICLE XVII REDUCTION IN FORCE**

## **DIVISION A APPLICATION - PURPOSES - RIGHTS**

### **17.1 PURPOSE**

a. It is possible that the County will exercise its discretion to layoff personnel. Such layoffs may include personnel within the Welfare Non-Supervisory Unit. The purposes of this article are to identify who is laid off within the unit by establishing the order of layoff if layoffs are ordered, establish reemployment rights and the order of reemployment of personnel who are laid off, and to provide for the resolution of any disputes which arise respecting the order of layoff or reemployment of personnel who are laid off.

b. The provisions of this article are the only ones which regulate layoffs which become effective at any time after July 1, 1978, and the reemployment rights of personnel laid off. With respect to such layoff and reemployment rights, no other memorandum of understanding, contract or agreement between the County and UPE shall be deemed to apply or in any manner regulate such matters; nor shall any provision of this Agreement, other than the provisions of this article, be deemed to apply to or in any manner regulate such matters.

c. The decision to reduce the number of positions in a class in a department and the reasons for any such reduction shall be within the sole and exclusive discretion of the County. However, the order of layoff and the employees to be laid off shall be governed by the provisions of this Agreement.

## **DIVISION B LAYOFFS**

### **17.2 SENIORITY**

a. Seniority for purposes of layoff, demotion, reemployment, or intra-departmental transfers shall be determined by total continuous County service since the most recent date of hire, except that all service after January 1, 1960, shall be counted even though it may be broken by periods of separation from County service. The seniority list shall include all probationary and permanent employees. Where seniority is equal, ties will be broken in the following sequence:

- (1) Employee with the earliest current appointment date in the class involved.
- (2) Employee with highest rank on eligible list from which the appointments to the class were made.
- (3) If there is a tie in the rank on the eligible list, raw scores will be used to break the tie.

- (4) If there is still a tie after applying the raw scores, the tie will be broken using the last two digits of the individuals' Social Security numbers, with the lower number equating to higher seniority. For example, if the last four digits of one employee's Social Security number is 9501 and the other employee's last four digits on the Social Security number is 9502, the employee with 9501 will be deemed more senior.
- (5) If there is still a tie after application of the last two digits of the Social Security numbers, the tie will be broken using the last three digits of the individuals' Social Security numbers, with the lower number equating to higher seniority. Each successive number of the employees' Social Security numbers will be used if there continues to be a tie until the tie is broken.

b. An employee assigned on a part-time basis shall accrue seniority as if employed full time.

c. Approved leaves of absence shall count as service for the purpose of determining seniority.

d. Employees who were on extended military leave and returned to County employment while still on such leave, shall accrue seniority by counting such military leave.

e. Use of total County service without regard for breaks in service, as provided in Subsection a. above, shall not be used to increase leave accruals or other monetary benefits beyond those to which an employee is entitled based on continuous service since the most recent date of appointment to County service.

### **17.3 LAYOFF**

a. When it becomes necessary due to lack of work, lack of funds or in the interest of economy, to reduce the number of employees in a department, the order of separations within each class affected by the layoff shall be based on seniority as provided in Section 17.2.

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

c. Any County employee scheduled for layoff shall have a right to demote within the department to a class in which he or she formerly held permanent status. He or she also may request a demotion to another class in another department in which he or she formerly held permanent status. If employees also are being laid off in the class to which the employee has a right to, or requests to, demote, his/her seniority in the lower class shall be determined as if he or she were currently serving in that class.

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

## 17.4 APPLICATION

Sections 17.2 and 17.3 shall be applied in accordance with the following rules:

- a. If an employee's position is reallocated to a different class, and the former class no longer is used in the employee's department, the employee's service in the former class shall count toward seniority in the class to which the position was reallocated. In such cases the right to demote, pursuant to Section 17.3-c. shall apply to the new class.
- b. If an employee returned to a former class in which the employee previously held permanent status, seniority in the former class shall be determined as if he or she were currently serving in that class.
- c. An employee who acquired probationary or permanent status in a class shall be given seniority credit for prior temporary, provisional, or limited-term service in that class provided that such service immediately precedes the probationary or permanent service.
- d. "Temporary employees" include employees serving in limited-term appointments as provided in Subdivision (f) of Civil Service Commission Rule 7.7, who shall also be separated in the order determined by the appointing authority. Service in a limited-term position shall not be considered as a limited-term appointment unless the employee has agreed in writing to accept a limited-term appointment. Any employee who holds both permanent status under a limited-term appointment and permanent status under a regular appointment in the same class, shall be deemed to hold only permanent status under a regular appointment in that class.
- e. For layoff purposes, "demotion" means (1) a change between classes where the maximum salary rate at the top step of the range for the class to which an employee is demoted is any amount lower than the maximum salary rate at the top step of the range for the class from which the employee is demoted, \*or (2) a change from a Special Skills Class as defined in Section 7.6c.(1) or 7.6c.(3) to a non-Special Skills Class with the same maximum salary rate not including bilingual or cultural pay.
- f. With respect to personnel within a class in the Welfare Non-Supervisory Unit who are laid off from that class and demote pursuant to Section 17.3-c. above, to a class outside of the Welfare Non-Supervisory Unit which is governed either by an agreement with another unit representative which contains terms regulating seniority, layoff and the right to demote or request demotion or by the Sacramento County Code or Personnel Rule No. 4 with respect to such matters, the seniority of such personnel for purposes of



identifying the persons to be laid off within the class to which demotion is made shall be determined by the terms of the applicable agreement or Code, as the case may be.

- g. Personnel employed under the Comprehensive Employment and Training Act (CETA) shall be laid off and separated in compliance with, and their right to demote within the department and to request demotion to another department shall be subject to, all requirements established by Congressional enactments, Federal Regulations and Orders, and grant terms and conditions as they exist and apply on the effective date of layoff.
- h. The right under Section 17.3-c. above, to demote to a class in which the employee formerly held permanent status which is within the department to which the employee is assigned, shall be implemented as follows:
  - (1) When an employee is scheduled for layoff from a class, if there is only one (1) other lower salaried class within the department in which the employee formerly held permanent status, he or she shall be demoted to that class. If there is no vacancy in that class and the demoting employee has less seniority than all other employees within the department in that class, the demoting employee shall be laid off from that class and from employment.
  - (2) If there are two (2) or more lower salaried classes within the department in which the employee formerly held permanent status, the employee shall be demoted to that class in which he or she formerly held permanent status which has the highest salary (when measured at the top steps of the ranges of the salary schedule). If there is no vacancy in that class and the demoting employee has less seniority than all other employees within the department in that class, the demoting employee shall be demoted to the next lower salaried class within the department in which he or she formerly held permanent status. If there is no vacancy in that class and the demoting employee has less seniority than all other employees within the department in that class, the above process shall continue until the demoting employee either reaches a class within the department in which he or she formerly held permanent status in which there is a vacancy or in which he or she is not the least senior employee within the department in that class, or he or she is laid off from employment.
  - (3) Employees who are least senior in a class in which there is no vacancy and to which an employee demotes from a higher class within the department or with respect to which an employee's request to demote from a higher class in another department is granted shall be laid off from that class, and shall, accordingly, have the same right to demote under Section 17.3-c. above, as does any

other employee who is laid off.

- (4) Employees demoted under the above procedure shall be deemed to have exercised their right to demote under Section 17.3-c. above, and to have accepted each demotion, subject to their right to resign from employment. An employee who resigns in lieu of accepting a demotion, shall retain, in that class from which the employee was demoted, reemployment rights pursuant to this article.
  - (5) The words "scheduled for layoff" under Section 17.3-c. above, shall mean laid off. An employee demoted under Section 17.3-c. above, shall be deemed for all purposes to have been laid off from each class from which he or she demotes or is displaced, including classes which he or she passes through because of the absence of a vacancy and insufficient seniority to occupy a position in that class.
- i. Except as hereinafter provided, the right to request demotion to another department under Section 17.3-c. above, 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 (when measured at the top steps of the ranges of the salary schedule), which is situated in any department other than the one to which the employee was assigned prior to layoff. Such right to request demotion shall not apply to a class to which the requesting employee is demoted and from which he or she is not laid off within the department to which the requesting employee is assigned. The appointing authority of the receiving department may, in his or her discretion, grant a request to demote if there is either a vacancy in the class within the receiving department or the requesting employee would not be the least senior employee in the receiving department within the class to which the request refers.
  - j. The words "scheduled for layoff" under Section 17.3-c. above, shall mean laid off. An employee whose request to demote to another department is granted, shall be deemed for all purposes to have been laid off from the class from which he or she demotes.
  - k. 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.

## **17.5 NOTICE OF LAYOFF**

a. Each employee subject to layoff shall be given written notice of layoff. The notice shall prescribe the effective date of layoff. The written notice shall either be personally handed to the employee, delivered to a person at his or her last known address, or mailed to the last known address by certified mail. The last known address shall be deemed to be that address which is within the personnel file of the employee

within the department to which he or she is assigned. The notice shall be deemed served on the date it is personally handed to the employee, or on the date it is delivered to his or her last known address, or on the date it is mailed to his or her last known address, as the case may be.

b. With respect to any layoff which becomes effective on or after August 1, 1978, the effective date of layoff shall be not earlier than the 14th calendar day following the date of service of the notice of layoff.

## **17.6 NOTICE TO UPE**

Each time a layoff is or layoffs are ordered, the County shall deliver to UPE, not later than the date of service of the last notice of layoff, each seniority list by class and department in which an employee within the Welfare Non-Supervisory Unit is to be laid off. Each such list shall identify the personnel to be laid off and show the date of service of the notice of layoff to each employee who is to be laid off.

## **17.7 GRIEVANCE-ARBITRATION PROCEDURE**

The grievance-arbitration procedure set forth in Sections 17.8 through 17.18 shall be applicable only to disputes concerning the validity or timeliness of service of notice of layoff, the order of layoff, or the identification of who is laid off under the order of layoff.

## **17.8 DEFINITION**

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

## **17.9 TIME, PLACE AND MANNER OF FILING**

a. A grievance shall be filed on a form prescribed by the County. Each grievance shall state the factual basis for the claim, cite the provision of the article allegedly violated, and state the name of each employee who it is contended has not been validly served with notice of layoff or not served in a timely manner, misplaced within the order of layoff or incorrectly identified for layoff under the order of layoff. Any grievance which either is not filed on a form prescribed by the County or which does not state the name of any employee contended to have been not validly served with notice of layoff or not served in a timely manner, misplaced within the order of layoff or incorrectly identified for layoff under the order of layoff, shall be deemed invalid, null and void.

b. All grievances shall be filed with the Office of Labor Relations (Director's Office).

c. All grievances shall be filed not later than seven (7) calendar days following the date of service of the notice of layoff upon the employee or employees it is contended by the grievance were not validly served with notice of layoff or not served in a timely manner, misplaced within the order of layoff or incorrectly identified for layoff under the order of layoff. Any grievance which is not received by the Office of Labor Relations (Director's Office) within seven (7) calendar days following the date of service of such notice of layoff shall be deemed invalid, null and void, and a waiver of the employee or employees named in the grievance assert their rights. Grievances filed by UPE shall be considered timely, if filed within seven (7) calendar days from the date of notice, pursuant to Section 17.6.

### **17.10 DELIVERY TO UPE**

The County shall deliver a copy of each grievance filed by an employee or group of employees to UPE not later than eight (8) calendar days following the date of filing. If many grievances are filed within a period of a few days, it is intended that copies of the grievances be delivered to UPE in a group or groups and not one (1) at a time.

### **17.11 COMPLAINTS BY UPE**

a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 17.10 above, or twenty-two (22) calendar days after the filing of a grievance by UPE, whichever is earlier, UPE shall file a consolidated complaint with respect to all such grievances. The complaint shall name each employee who UPE asserts has not been validly served with notice of layoff or not served in a timely manner, misplaced within the order of layoff or incorrectly identified for layoff under the order of layoff. No claim may be asserted with respect to any employee named in the complaint who has not been named in a preceding timely grievance as one who has not been validly served with notice of layoff or not served in a timely manner, misplaced within the order of layoff or incorrectly identified for layoff under the order of layoff. Any employee named in a preceding timely grievance filed by UPE or a timely employee grievance (a copy of which has been delivered to UPE at least fifteen [15] calendar days preceding the date of filing of the complaint) as having not been validly served with notice of layoff or not served in a timely manner, misplaced within the order of layoff or incorrectly identified for layoff under the order of layoff, who is not so named in the complaint, shall be deemed to have been validly served with notice of layoff in a timely manner, correctly placed within the order of layoff and correctly identified for layoff under the order of layoff.

b. In formulating and filing the complaint or by not filing a complaint, UPE shall have authority to waive the claims of employees which it elects not to assert. The failure to assert such claims or name such employees in the complaint (as to grievances filed by UPE and employee grievances, copies of which were delivered to UPE at least fifteen [15] calendar days preceding the date of filing the complaint) shall be deemed to be a waiver of such claims and rights which is binding both upon UPE and the individual employee.

c. The complaint shall be filed with and received by the Office of Labor Relations (Director's Office) within fifteen (15) calendar days following delivery to UPE of the copies of employee grievances or twenty-two (22) calendar days following filing by UPE of its grievance, whichever is earlier. The failure of said office to receive a complaint within said time shall be deemed to be a waiver of all claims and grievances to which the complaint is required to refer.

## **17.12 ARBITRATION - SCHEDULING**

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

## **17.13 CONSOLIDATION OF PROCEEDINGS**

a. It is understood that the County is entering into this type of agreement with exclusive representatives of other representation units of County employees. The County Executive or his designee shall be authorized to order the consolidation for purposes of hearing and decision of a complaint by UPE with one (1) or more complaints by exclusive representatives of other representation units, except as to unit representatives who file their complaints on dates which preclude the scheduling of the consolidated hearing within the time prescribed by Section 17.12 above.

b. Consolidation shall be effected by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice shall designate the arbitrator for the consolidated hearing from among those specified in Section 17.14-a., below, or in the event of unavailability of those specified, the arbitrator selected by the American Arbitration Association pursuant to Section 17.14-b., below.

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

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

e. If UPE withdraws from a consolidated proceeding, the County shall, notwithstanding the provisions of Section 17.12 above, have a right to a reasonable continuance of any hearing of UPE'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 UPE withdraws from a consolidated hearing, and if the arbitrator makes a back-pay award under UPE's complaint, there shall be subtracted from the amounts owing any and all back-pay attributable to the period, if any, between the date of the arbitrator's decision on UPE's complaint and:

- (1) The date of the arbitrator's decision in the consolidated proceeding from which UPE withdrew, if any, or if all unit representatives

withdrew from the consolidation except one (1).

- (2) The date of the arbitrator's decision with respect to the complaint of the unit representative who did not withdraw from the consolidation, or, if all of the unit representatives withdrew from the consolidation.
- (3) The date of the arbitrator's decision on the complaint which is the first one decided among those of unit representatives which the County Executive ordered to be consolidated.

#### **17.14 APPOINTMENT OF ARBITRATOR**

- a. An impartial arbitrator shall be selected jointly by the parties from a list of nine (9) arbitrators provided by the State of California Mediation and Conciliation Service.
- b. After receipt of the list, the parties shall alternately strike arbitrator's names from the list until one (1) arbitrator's name remains.
- c. If an arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as per Subsection a. above, unless an arbitrator can be mutually agreed upon.

#### **17.15 HEARINGS**

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

#### **17.16 QUESTIONS**

Whether or not the proceedings are consolidated, the questions to be decided by the arbitrator shall be limited to the following:

- a. Whether or not the notice of layoff was served in a timely manner in compliance with the provisions of this article;

- b. Whether the order of layoff complied with the terms of this article;
- c. Whether the identification of particular employees for layoff violated the terms of this article;
- d. The remedy, in the event it is determined that the order of layoff did not comply with the terms of the article or that particular employees were identified for layoff in violation of the terms of this article; and
- e. The employee or employees who should have been identified for layoff, if it is determined that one (1) or more employees were identified for layoff in violation of the terms of this article.

### **17.17 DECISION**

Whether or not the proceedings are consolidated, the decision by the arbitrator shall comply with the following requirements:

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing or hearings. The decision shall be in writing, shall specifically state the interpretation of the Agreement rendered by the arbitrator, and the remedies, if any. The decision need not state the reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.
- b. The arbitrator shall not have jurisdiction or authority to order reinstatement, back pay or any other relief for any employee who is determined to have been not validly served with notice of layoff or not served in a timely manner, or identified for layoff in violation of the terms of the Agreement, unless the employee has been alleged to have been not validly served or not served in a timely manner or incorrectly identified for layoff in both a timely grievance and a timely complaint.
- c. The arbitrator shall not have jurisdiction or authority to revise the order of layoff as to any employee who has not been alleged to have been assigned an improper order in both a timely grievance and a timely complaint, except to the extent necessary to grant relief to an employee determined to have been assigned an improper order who was so alleged in both a timely grievance and a timely complaint.
- d. The arbitrator shall have authority, in the event of a determination that an employee incorrectly identified for layoff who was so alleged in a timely grievance and a timely complaint, to order the reinstatement of such employee with back pay. For each employee so reinstated, the arbitrator shall determine and designate the employee currently working for the County who should have been so identified instead of the one incorrectly identified, and shall order the layoff of each such employee. The order of layoff shall become effective fourteen (14) calendar days following service

of the notice of layoff which results therefrom pursuant to Section 17.5, above.

- e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff of fewer personnel within any department or organizational unit or class than ordered by the County, or which otherwise impairs the discretion of the County to determine the number of personnel within each department and within each class who will be employed.
- f. The arbitrator shall have no authority to add to, delete, or alter any provision of this Agreement, but shall limit his or her decision to the application and interpretation of its express provisions.
- g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by the interpretations by prior arbitrators of the terms of this article.
- h. The decision of the arbitrator shall be final and binding as to all matters within his jurisdiction.

#### **17.18 COSTS**

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

### **DIVISION C REEMPLOYMENT**

#### **17.19 ENTITLEMENT**

With respect to classes within the Welfare Non-Supervisory Unit, reemployment entitlements shall be as follows:

- a. A person whose effective date of layoff occurs at any time after July 1, 1978, and who held permanent or probationary status in the class from which he or she was laid off shall, during the four-year period following the effective date of layoff, be entitled to be appointed from a departmental reemployment list to a vacancy in that class within the department from which the person was laid off and subject to the provisions of this article.
- b. A person whose effective date of layoff occurs at any time after July 1, 1978, and who held permanent or probationary status in the class from



which he or she was laid off shall, during the four-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, pursuant and subject to the provisions set forth below.

## **17.20 TYPE OF POSITION**

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

## **17.21 LIMITED-TERM AND CETA PERSONNEL**

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

b. The right of personnel employed under the Comprehensive Employment and Training Act (CETA) to reemployment, to be placed upon either departmental or County-wide reemployment lists, their order on such lists, and their priority of appointment from such lists shall be subject to and in compliance with all requirements established by Congressional enactments, Federal Regulations and Orders, and grant terms and conditions as such enactments, regulations, orders, terms and conditions may change and apply from time to time during the term of the Agreement.

## **17.22 DEPARTMENTAL REEMPLOYMENT LISTS**

a. The County shall prepare a departmental reemployment list for each class in each department in which an employee with permanent or probationary status in that class is laid off after July 1, 1978. As personnel are separated from a class in which they hold permanent or probationary status, their names shall be added to the list for the class and department in which the layoff occurs in the inverse order in which they were separated from service in that class.

b. Notwithstanding any provision of this article to the contrary, the order of names on departmental reemployment lists shall be derived from (by inverting) the order of layoff prescribed by layoff lists, as the order of layoff may be modified by agreement between the parties or award under grievance-arbitration proceedings commenced pursuant to layoff under Sections 17.8 through 17.18 above. The purpose of this provision is to insure that disputes concerning the order of layoff and of departmental reemployment lists are raised and settled at or near the time of layoff, and not at the time reemployment is sought.

## **17.23 COUNTY-WIDE REEMPLOYMENT LISTS**

The County shall prepare County-wide reemployment lists for each class from which personnel with permanent or probationary status in the class were laid off after

July 1, 1978. Each list shall constitute a merger of persons who were laid off from the class and who held permanent or probationary status therein.

## **17.24 APPOINTMENT AND CERTIFICATION PRIORITIES**

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

- a. A vacancy in a class shall be filled first from the Medical Center transfer eligible lists prescribed in Section 7.7 (d) of the Civil Service Rules, as that section existed prior to August 15, 1974. If the vacancy is not filled by appointment from the Medical Center transfer eligible list, then;
- b. The vacancy shall be filled from that departmental reemployment list for the class in which the vacancy exists and for the department in which the vacancy exists. Persons shall be appointed to vacancies in the order of the list.
  - (1) One (1) person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.
  - (2) A person to whom an appointment is intended to be offered may be contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless he or she has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to his or her last known address, and he or she has failed to accept the appointment in writing within ten (10) calendar days following the date of mailing of the notice.
- c. No persons shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name shall be certified for each vacancy in excess of one (1).
  - (1) For each person who declines an offer of appointment, an additional name shall be certified.

- (2) A person on the County-wide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as is specified in Subsection 17.24-b.(2), above.
- (3) If there are fewer than three (3) names on the County-wide reemployment list, rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

## **17.25 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS**

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

- a. Upon the expiration of four (4) years following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule (personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class);
- c. Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Subsection 17.24-b.(2) above, except in instances where the person states in writing that he or she is temporarily medically incapacitated;
- d. In the event a person states in writing that he or she does not desire appointment from the list or fails to file a written statement expressing his or her desire for appointment within ten (10) calendar days following certified mailing to his or her last known address of written inquiry concerning such desire.

## **17.26 REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS**

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

- a. Upon expiration of four (4) years following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a

class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule (personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class);

- c. In the event a person states in writing that he or she does not desire appointment from the list, or fails to file a written statement expressing his or her desire for appointment within ten (10) calendar days following certified mailing to his or her last known address of written inquiry concerning such desire;
- d. Removal from the departmental reemployment list. The removal shall be from that County-wide reemployment list for the class to which the departmental reemployment list applied.
- e. Except as provided in Subsection 17.25-d. above, a person shall be authorized to decline appointment to a class to which he or she has been certified by submitting a written statement which objects to the appointment on the basis of the identity of the department, geographical location of the job, or shift schedule of the job. Such a declination shall not result in removal of the person from the County-wide reemployment list. However, the person shall not thereafter be certified for appointment to a vacancy which falls within the description of the written objection.

## **17.27 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 succeeding the layoff shall not be treated as an interruption of service for purposes of salary, benefits or seniority. The period of such unemployment shall be treated as County service for seniority purposes. However, with the exception of seniority, the period of unemployment shall not be treated as County service for any other purpose.

b. Effective July 1, 2009, any person who is reemployed from either a departmental reemployment list or a County-wide reemployment list into a permanent position in County service shall be entitled to reinstatement of any sick leave balances that had previously accrued to that employee as of the effective date of lay-off.

## **17.28 SERVICE OF REEMPLOYMENT LISTS**

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

b. Not later than July 5 of each year, the County shall serve, by mail, upon

UPE a set of copies of all County-wide reemployment lists and all departmental reemployment lists for classes within the Welfare Non-Supervisory Unit. Such service shall be made once, and shall include all such lists prepared between the date of service pursuant to Subsection a., above, and June 30, inclusive.

## **17.29 GRIEVANCE-ARBITRATION PROCEDURE**

The grievance-arbitration procedure set forth in Section 17.30 through 17.36 shall be applicable only to disputes arising under Division C of this article.

## **17.30 EXISTENCE, ORDER AND CONTENTS OF REEMPLOYMENT LISTS**

a. Except as provided in this section, no employee, person or other entity shall be authorized to grieve, dispute or otherwise challenge the failure of the County to establish a County-wide reemployment list or departmental reemployment list required by this article, the establishment of a County-wide reemployment list or departmental reemployment list prohibited by this article, the order of persons set forth on County-wide reemployment lists, the failure to place persons thereon as required by this article, or the erroneous omission of personnel therefrom in violation of this article.

b. No later than twenty (20) calendar days following each service of reemployment lists upon UPE pursuant to Section 17.28, above, UPE shall be authorized to file a grievance asserting that the County has failed to establish a County-wide reemployment list or departmental reemployment list required by this article has established a County-wide reemployment list or departmental reemployment list prohibited by this article that the order of personnel contained on any one or more of the lists violates the provisions of Sections 17.19, 17.20, 17.21, 17.22, or 17.23, 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 shall specifically identify:

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

d. The grievance shall be filed with the County's Director of Labor Relations,

and shall be received by the Director not later than twenty (20) calendar days following service of the lists pursuant to Section 17.28, above.

e. The failure of UPE to file a grievance within the time required herein shall constitute a waiver of the right to challenge the matters referred to in this section which is binding upon UPE and all other persons. The lists served pursuant to the provisions of Section 17.28, above, shall conclusively be presumed to comply with the provisions of this article with respect to matters referred to in this section except as challenged by a grievance filed pursuant to the provisions of this section.

### **17.31 OTHER MATTERS**

a. Except as to matters referred to in Section 17.30, above, UPE and any persons laid off after July 1, 1979, from a class within the Welfare Non-Supervisory Unit, shall be authorized to file a grievance alleging a violation of Sections 17.19 through 17.27, inclusive, above.

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

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

### **17.32 PRE-ARBITRATION HEARING**

a. A hearing shall be held by the County Executive or his designee on all grievances filed pursuant to the provisions of Sections 17.19 and 17.27, above, not later than ten (10) working days following the date of filing. UPE shall be given advance written notice of the time, date and place of all such hearings, and shall be authorized to appear and participate therein.

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

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

### **17.33 REQUEST FOR ARBITRATION**

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

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

### **17.34 ARBITRATION SCHEDULING**

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

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

### **17.35 DECISION**

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

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing. The decision shall be in writing, shall specifically state the interpretation of the article rendered by the arbitrator, and the remedies, if any. The decision need not state reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.
- b. The arbitrator shall not have jurisdiction or authority to revise the order of either a County-wide reemployment list or departmental reemployment list as to any person on such a list who has not been alleged in a timely

grievance to have been placed in incorrect order thereon, except to the extent necessary to grant relief to a person determined to have been placed in incorrect order thereon who was so alleged in a timely grievance.

- c. The arbitrator shall not have jurisdiction or authority to invalidate the employment of any person who has been reemployed from either a County-wide reemployment list or departmental reemployment list or to grant any relief to a person on such a list who should have been so reemployed or certified for appointment, except as to persons named in a timely grievance.
- d. The arbitrator shall have no authority to add to, delete, or alter any provision of this article but shall limit his or her decision to the application and interpretation of its express terms.
- e. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by the interpretations by prior arbitrators of the terms of the article.
- f. The decision of the arbitrator shall be final and binding as to all matters within his or her jurisdiction.

**17.36 COSTS**

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

**ARTICLE XVIII  
TRANSFER OF SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY  
EMPLOYEES TO SACRAMENTO COUNTY**

**18.1 1994 TRANSFER**

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

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

<u>Name</u>	<u>Class</u>	<u>Range</u>	<u>Salary Step</u>	Monthly Equivalent Full-Time Salary	<u>Status</u>
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Robertson, Willie	Child Development Specialist I	730	Y rated	1620	Permanent
Woodruff, Betsy	Child Development Specialist I	730	E	1543	Permanent
Burdick, Loretta	Child Development Specialist II	839	E	1775	Permanent
Nelson, Laurie	Child Development Specialist II	839	E	1775	Permanent
Lau, Agnes	Child Development Specialist II	839	C	1610	Permanent
Chambers, Herman	Social Service Worker II, Range A	1452	C	2786	Permanent
Heathcote, Lois	Social Service Worker II, Range A	1452	C	2786	Permanent
Anderson, Laureen	Social Service Worker II, Range A	1452	B	2654	Permanent
James, Karen	Social Service Worker II, Range A	1452	C	2786	Permanent
Crawford, Karla	Social Service Worker II, Range A	1452	E	3071	Permanent
Lee, Joan	Social Service Worker II, Range A	1452	E	3071	Permanent
Brodsky, Dennis	Social Service Worker II, Range A	1452	B	2654	Probation
Conley, Betty	Homeless Services Specialist II-Employment	1431	E	3028	Permanent

<u>Name</u>	<u>Class</u>	<u>Range</u>	<u>Salary Step</u>	<u>Monthly Equivalent Full-Time Salary</u>	<u>Status</u>
Gonzalez, Ralph	Homeless Services Specialist II-Employment	1431	C	2746	Permanent

Fulks, Shirley	Homeless Services Specialist II-Housing	1431	D	2883	Permanent
Bagwell, Bruce	Homeless Services Specialist II-Housing	1431	D	2883	Permanent
Godmintz, Arnie	Senior Homeless Services Specialist	1647	E	3482	Permanent
Leung, Theodore	Program Aide-C.S.	0927	E	1961	Permanent
Medina, Susan	Program Aide-C.S.	0927	E	1961	Permanent
Ahern, John	Program Aide-C.S.	0927	E	1961	Permanent

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

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

- (1) Sick leave accruals with SHRA shall be transferred.
- (2) A maximum of eighty (80) hours vacation accruals shall be transferred.
- (3) No other balances shall be transferred from SHRA. Former continuous SHRA service shall be counted as continuous County service for the purposes of determining vacation accrual rates and maximum vacation accumulation.

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

<u>Name</u>	<u>Class</u>	<u>Credit for Continuous SHRA Service</u>
Robertson, Willie	Child Development Specialist I	7 years, 18 pay periods
Woodruff, Betsy	Child Development Specialist I	3 years, 24 pay periods
Burdick, Loretta	Child Development Specialist II	5 years, 20 pay periods

Nelson, Laurie	Child Development Specialist II	3 years, 18 pay periods
Lau, Agnes	Child Development Specialist II	1 year, 9 pay periods
Chambers, Herman	Social Service Worker II, Range A	6 years, 2 pay periods
Heathcote, Lois	Social Service Worker II, Range A	5 years, 19 pay periods
Anderson, Laureen	Social Service Worker II, Range A	4 years, 19 pay periods
James, Karen	Social Service Worker II, Range A	9 years, 2 pay periods
Crawford, Karla	Social Service Worker II, Range A	21 years, 14 pay periods
Lee, Joan	Social Service Worker II, Range A	4 years, 20 pay periods
Brodsky, Dennis	Social Service Worker II, Range A	0 years, 11 pay periods
Conley, Betty	Homeless Services Specialist II-Employment	4 years, 20 pay periods
Gonzalez, Ralph	Homeless Services Specialist II-Employment	3 years, 6 pay periods
Fulks, Shirley	Homeless Services Specialist II-Housing	7 years, 2 pay periods
<u>Name</u>	<u>Class</u>	<u>Credit for Continuous SHRA Service</u>
Bagwell, Bruce	Homeless Services Specialist II-Housing	2 years, 14 pay periods
Godmintz, Arnie	Senior Homeless Services Specialist	6 years, 6 pay periods
Leung, Theodore	Program Aide-C.S.	12 years, 2 pay periods
Medina, Susan	Program Aide-C.S.	9 years, 11 pay periods

Ahern, John

Program Aide-C.S.

3 years, 14 pay periods

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

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

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

h. Seniority:

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

<u>Name</u>	<u>County Class</u>	<u>Appointment Date to the Class</u>	<u>Date of Continuous County Service</u>
Robertson, Willie	Child Development Specialist I	11-08-86	11-08-86
Woodruff, Betsy	Child Development Specialist I	08-13-90	08-13-90

<u>Name</u>	<u>County Class</u>	<u>Appointment Date to the Class</u>	<u>Date of Continuous County Service</u>
Burdick, Loretta	Child Development Specialist II	09-01-89	10-15-88
Nelson, Laurie	Child Development Specialist II	11-05-90	11-05-90
Lau, Agnes	Child Development	03-06-93	01-23-89

<u>Name</u>	<u>County Class</u>	<u>Appointment Date to the Class</u>	<u>Date of Continuous County Service</u>
	Specialist II		
Chambers, Herman	Social Service Worker II, Range A	06-18-88	06-18-88
Heathcote, Lois	Social Service Worker II, Range A	10-24-88	10-24-88
Anderson, Laureen	Social Service Worker II, Range A	12-25-93	08-06-88
James, Karen	Social Service Worker II, Range A	12-15-90	01-05-85
Crawford, Karla	Social Service Worker II, Range A	09-17-88	08-09-73
Lee, Joan	Social Service Worker II, Range A	10-14-89	10-14-89
Brodsky, Dennis	Social Service Worker II, Range A	02-22-94	02-22-94
Conley, Betty	Homeless Services Specialist II-Employment	10-08-90	10-09-89
Gonzalez, Ralph	Homeless Services Specialist II-Employment	08-21-93	05-01-91
Fulks, Shirley	Homeless Services Specialist II-Housing	07-03-91	06-27-87
Bagwell, Bruce	Homeless Services Specialist II-Housing	06-26-93	12-30-91
Godmintz, Arnie	Senior Homeless Services Specialist	04-06-91	04-23-88
Leung, Theodore	Program Aide-C.S.	08-23-76	08-23-76
Medina, Susan	Program Aide-C.S.	02-19-85	02-19-85

Ahern, John

Program Aide-C.S.

10-07-89

10-07-89

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

- i. This section is effective May 25, 1994.

## 18.2 2001 TRANSFER

a. The purpose of this section is to establish the conditions of employment for those persons at the Sacramento Housing and Redevelopment Agency (SHRA) who elect to transfer to employment with the County of Sacramento effective January 28, 2001.

b. The following persons shall be given County employment status, effective January 28, 2001, as follows:

<u>Name</u>	<u>Class</u>	<u>Range</u>	Monthly		<u>Status</u>
			<u>Salary Step</u>	<u>Equivalent Full-Time Salary</u>	
Conley, Betty	Human Services Social Worker	5/1438	8	3353	Permanent
Medina, Susan	Social Services Case Aide	5/966	8	2253	Permanent

c. For eligible employees other than those placed at Step 9 of the salary range, the step increase date shall be January 28, 2001, so that employees will be eligible for a salary step increase after twenty-six (26) pay periods of full-time eligible service after January 28, 2001.

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

- (1) Sick leave accruals and balances with SHRA shall be transferred.
- (2) Vacation accruals and balances shall be transferred up to the maximum allowed in accordance with Section 9.1.
- (3) No other balances shall be transferred from SHRA. Former continuous SHRA service shall be counted as continuous County service for the purposes of determining vacation accrual rates and maximum vacation accumulation.

Credit for continuous SHRA service shall be as follows as of January 28, 2001:

<u>Name</u>	<u>Class</u>	<u>Credit for Continuous SHRA Service</u>
Conley, Betty	Human Services Social Worker	11 years, 8 pay periods
Medina, Susan	Social Services Case Aide	15 years, 25 pay periods, 7 days

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

f. Eligible employees will be covered under the County's medical, dental, life insurance and the Employee Assistance Program pursuant to the respective terms of the Agreement. For medical insurance, provided enrollment is completed and the first day of work is January 29, 2001, coverage will become effective on February 1, 2001. Employees whose premium rate is less than the County contribution shall receive additional cash payment. For dental, life insurance, and the Employee Assistance Program, provided enrollment is completed and the first day of work is January 29, 2001, coverage will become effective on February 11, 2001.

g. Eligible employees will become members of the Sacramento County Employees' Retirement System, effective January 28, 2001, or their first day of work, whichever occurs later.

h. Seniority:

- (1) For purposes of seniority for layoff, demotion, reemployment, or the operation of any other provisions that are seniority based, and provided the employees' first day of work is January 28, 2001, seniority pursuant to Article XVIII of this Agreement shall be as

follows:

<u>Name</u>	<u>County Class</u>	<u>Appointment Date to the Class</u>	<u>Date of Continuous County Service</u>
Conley, Betty	Human Services Social Worker	10-08-90	10-09-89
Medina, Susan	Social Services Case Aide	02-19-85	02-19-85

- (2) It is understood that if any ties in seniority between employees in the unit and/or the integrating SHRA employees listed in this section are not able to be broken pursuant to the terms of Article XVIII of the Agreement, they will be broken by the drawing of lots by the Director of Personnel Services at the time of the preparation of any official layoff seniority list by the Department of Personnel Services. UPE shall be invited to any such drawing and the Director will execute a written determination of seniority, breaking any such ties after such drawing, which shall be final.
- (3) The parties agree that this seniority provision applies only to the above listed employees and sets no precedent for other employees who may transfer into County service in the future.

## **ARTICLE XIX DISCIPLINE AND DISCHARGE**

### **19.1 PURPOSE**

It is the intent of the parties that the provisions of this article, shall substitute for any and all appeal procedures provided by the Civil Service Commission relating to the discipline, as defined in Section 19.2 below, of employees in a class included in the Welfare Non-Supervisory Unit.

### **19.2 DEFINITION**

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

### **19.3 PERSONS AUTHORIZED TO INITIATE DISCIPLINARY ACTION**

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



## 19.4 APPLICATION

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

## 19.5 CAUSE FOR DISCIPLINARY ACTION

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

- a. Fraud in securing appointment.
- b. Incompetency.
- c. Inefficiency.
- d. Inexcusable neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drunkenness on duty.
- h. Addiction to the use of narcotics or habit-forming drugs.
- i. Inexcusable absence without leave.
- j. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty, or a

conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

- k. Discourteous treatment of the public or other employees.
- l. Political activity prohibited by state or federal law.
- m. Willful disobedience.
- n. Violation of any of the prohibitions set forth in Section 71 of the Sacramento County Charter.
- o. Refusal to take and sign any oath or affirmation which is a federal, state or County requirement.
- p. Any failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the County or his/her employment.
- q. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification.
- r. Any violation of Civil Service Commission Rule 6.6-a; which prohibits the solicitation of waivers.
- s. Failure to pay a service fee, or a contribution required in lieu of a service fee, pursuant to an agency shop provision in a labor agreement between the County and a recognized employee organization, where the disciplinary action in question is provided for in such agreement.

## **19.6 CAUSES FOR PERSONNEL ACTION DUE TO PHYSICAL OR MENTAL DISABILITY**

For non-disciplinary reasons, a permanent employee's employment may be terminated or a permanent employee may be reduced in rank because of physical or mental disability which disability precludes the employee from the proper performance of the essential duties of his or her job. Any such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 19.5.

## **19.7 NOTICE REQUIREMENT AND EFFECTIVE DATE OF ORDER**

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

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

shall be deemed to be the address which is within the personnel file of the employee within the department to which he or she is assigned. If notice is provided by mail, the employee should be deemed to have received notice five (5) days after the date of mailing. At the same time, service shall be made to UPE.

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

- (1) A statement of the nature of the disciplinary action;
- (2) The effective date of the disciplinary action;
- (3) A statement in ordinary and concise language of all specified facts or omissions upon which the disciplinary action is based; and
- (4) A statement advising the employee of the right to appeal the action through the arbitration procedure of this article, of the manner and time of which said appeal must be made, and the required content of the appeal.

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

## **19.8 APPEAL**

a. UPE shall have 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 Director of Labor Relations. The notice of appeal shall contain the name and address of the person to whom all written communication regarding this appeal shall be sent.

b. The Director of Labor Relations shall promptly provide the appointing authority with a copy of the employee's notice of appeal.

c. An employee for whom a notice of appeal is filed as provided herein shall be entitled to a hearing, as provided in this article.

d. An appeal of a disciplinary action is a complaint of a permanent employee with permanent civil service status regarding whether there was good cause for the disciplinary action taken against that employee.

e. If UPE fails to file a notice of appeal within the time specified in Subsection a. of this section, the disciplinary action shall become final without further action.

## **19.9 APPOINTMENT OF ARBITRATOR**

a. The parties to the hearing and to the selection of the arbitrator shall be UPE and the County.

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

## **19.10 AMENDED OR SUPPLEMENTAL ORDER**

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

## **19.11 DISCOVERY**

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

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

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

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

c. Procedure for Discovery:

- (1) Personal Service: At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such hearing, any party may personally serve a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection (a) above.
- (2) Service by Mail: At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set for such hearing, any party may serve, by first-class mail, a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection a. above. The effective date of service shall be the date of the postmark.
- (3) Response: Within twenty (20) calendar days of receiving the request mentioned in (1) and (2) above, the responding party shall prepare and serve a response to the request. Such response shall be served upon the requesting party, or representative of record, by the same means as service of the request was made.
- (4) Request to be Deemed Continuing Request: The discovery request is a continuing request, which requires a continuous response. Where new or additional information becomes available to the responding party, such information shall forthwith be furnished to the requesting party, or representative of record.

- (5) Negative Response: In the event the responding party does not have an item of the information requested, the responding party shall give a written negative response as to that particular item within the time specified for response, but shall respond fully as to the information which the responding party does possess. The responding party shall comply with (4) above after such negative response.
- (6) Disputes: Any dispute between parties regarding discovery shall be resolved by the arbitrator.
- (7) Penalties for Failure to Comply: The arbitrator shall impose penalties for failure to comply with this subsection. These penalties shall be based upon the seriousness of the failure to comply, the good or bad faith of the non-complying party, and the extent to which the non-compliance results in surprise to the requesting party and handicaps the requesting party in preparing the case. The following penalties may be imposed:
  - (a) Exclusion of evidence;
  - (b) Continuing the hearing at any stage; or
  - (c) Upon proof of a willful or repeated violation, the arbitrator shall determine the issue against the noncomplying party.

## **19.12 TIMING AND CONDUCT OF HEARING**

- a. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing may be a private or public hearing as determined by the employee.
- b. The employee shall be represented by UPE.
- c. The employee shall be entitled to appear personally at the hearing and produce evidence.
- d. The appointing authority may also be represented by counsel.
- e. At the hearing, the appointing authority shall have the burden of going forward first with evidence in support of the allegations contained in the order of disciplinary action and shall have the burden of establishing the facts by a preponderance of the evidence. The arbitrator may administer oaths and take official notice of facts as authorized by law.
- f. Oral evidence shall be taken only on oath or affirmation.

g. A court reporter shall take a transcript of the hearing.

h. The arbitrator may consider the records or any relevant prior disciplinary actions against the employee which are final, and any records contained in the employee's personnel files if such records were introduced at the arbitration hearing.

i. Each Party Shall Have These Rights: To call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness; and to rebut evidence. The appellant may be called and examined as if under cross-examination.

j. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

### **19.13 SUBPOENAS**

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

### **19.14 DECISION**

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

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

### **19.15 FINALITY OF DECISION**

**19.17 WITNESSES**

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

**19.18 EXPEDITED ARBITRATION**

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

**ARTICLE XX  
TERM**

**20.1 TERM**

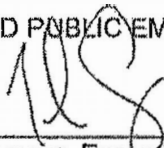
a. The provisions of this Agreement shall be effective on June 19, 2022, except as otherwise specifically provided.

b. This Agreement shall remain in full force and effect to and including March 31, 2025.

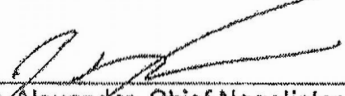
Date 9/29/22

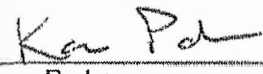
UNITED PUBLIC EMPLOYEES

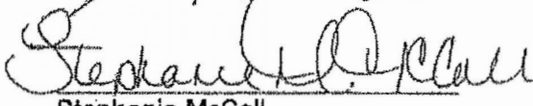
COUNTY OF SACRAMENTO

  
\_\_\_\_\_  
Ted Somera, Executive Director

  
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Michael W. Jarvis, Chief Negotiator

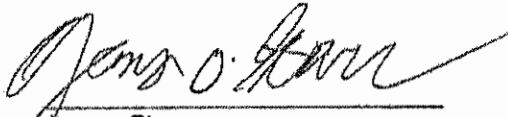
  
\_\_\_\_\_  
Seth Alexander, Chief Negotiator

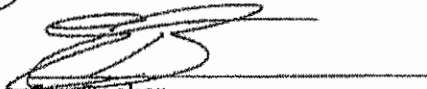
  
\_\_\_\_\_  
Karen Parker


  
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Stephanie McCall

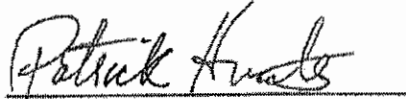
  
\_\_\_\_\_  
Ruth MacKenzie





  
James Starr

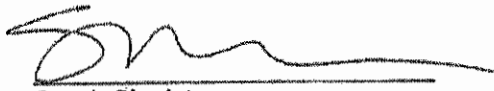
  
Eric Booker

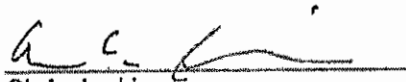
  
Paula Brown

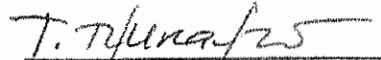
  
Patrick Hunter

  
Kristina West

  
Erin Crocker

  
Sarah Singleton

  
Chris Jenkins

  
Tamara Tyukayev

  
Karen Als

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<b>Document Number</b>	<b>Document Date</b>	<b>Description</b>	<b>Number of Pages</b>	<b>Comments</b>
1.	01/06/2015	LOU w/Court Services, CPS	2	
2.	09/03/2014	WPB Charter	7	
3.	09/30/2013	ACA Method of Movement	2	
4.	09/12/2013	LOU: Section 10.2b of MOU	1	
5.	06/04/2013	DHA Program List	1	
6.	03/18/2013	Settlement Agreement 13-008-02 Re: Multi-Program Differential	3	
7.	03/18/2013	DHA Program List	1	
8.	01/05/2012	LOU: Section 10.4 of MOU (Dental) w/Delta Dental attach.	1 (+22)	1/1/12 County of Sacramento Delta Dental Coverage attachment (22 pages)
9.	10/18/2011	Certification Pay Criteria	3	
10.	06/22/2011	Special Skills Layoff Rights	1	Incorporated into MOU (Section 17.4e)
11.	09/22/2010	Medi-Cal Service Center Closeout Letter	2	
12.	01/19/2010	DHHS Program List	1	
13.	11/2009	DHA Safety Guidelines	2	
14.	09/14/2009	LOU: Voluntary Reduction in Hours	1	
15.	08/06/2009	Seniority Tie Breaker Process	3	Incorporated into MOU (Section 17.2)
16.	07/02/2009	Transfers between DHHS & DHA (to avoid layoffs)	1	
17.	01/27/2009	MOU: Administration of AB490 policies	3	
18.	01/08/2009	Addendum #2: 7.8 Social Worker Pay Differential	1	
19.	01/08/2009	LOU: IHHS Pediatric Unit	1	
20.	10/23/2008	Document Imaging in DHA	3	
21.	10/09/2008	CWS/CMS for FSWs	1	
22.	10/09/2008	LOU: On-Call FSW Rest Periods	1	
23.	06/06/2008	HSS Transfers out of Non-CalWORKs Program	2	
24.	06/06/2008	DHA Program List	1	
25.	02/15/2008	SAS ADAM Implementation	4	
26.	09/14/2007	HDHP Default Coverage (Section 10.2e)	2	
27.	07/03/2007	DHA Monthly Caseload Balancing Report	1	
28.	06/29/2007	Tier B Health Plan Contributions	1	
29.	11/30/2006	HS Hearing Specialist Class Study	1	
30.	09/20/2006	LOU: Sect. 10.2b of Article X	1	
31.	09/20/2006	LOU: Sect. 10.4 of Article X	1	
32.	11/03/2005	Side letter re: DHHS TDM	2	
33.	03/01/2005	DHA CalWIN Font Size	1	
34.	03/01/2005	DJA Pilot on Adjusting Case Counts in Medical Eligibility	1	
35.	03/01/2005	DHA CalWIN Coaches	1	
36.	01/05/2005	Resolution of 71J Issues –CWS Redesign	1	
37.	12/21/2004	CalWIN Implementation	1	
38.	09/28/2004	Transfer of Eligibility Specialist from CalWORKs to GAFS	3	
39.	05/29/2003	Email: Program Designation of GATE HSSs	1	
40.	05/06/2003	Settlement Agreement: Salary Increase	1	

<i>Document Number</i>	<i>Document Date</i>	<i>Description</i>	<i>Number of Pages</i>	<i>Comments</i>
		Calculations		
41.	05/10/2001	DHA: Establishment of Domestic Violence Prevention Team	2	
42.	12/14/2000	Announcement Bulletins	1	
43.	03/03/2000	DHA Night Shifts	3	
44.	12/20/1999	Emergency Response Extended Hours	2	
45.	07/28/1998	DHA Side Letter establishing JLM's ("Attachment B")	1	
46.	07/28/1998	DHA & DHHS Side Letter establishing Safety JLM	1	
47.	12/03/1993	DHA Implementation of Multi-Program Plan	4	
48.	12/19/1989	Time off to attend retirement planning	2	
49.	09/12/1972	LOU clarifying Section 30 of 1972 Agreement	2	
50.	No Date	Guidelines for Developing Trainees in Continuing Caseloads	1	
51.	02/16/2006	2006 Negotiation Ground Rules	3	
52.	03/30/2011	2011 Negotiation Ground Rules	1	
53.	06/12/2013	2013 Negotiation Ground Rules	2	
54.	07/2012	28 <sup>th</sup> Street Bureau A800 Holiday Time Off Procedure	3	
55.	10/17/2012	DHA Attire Guidelines	4	
56.	1/25/2016	Side Letter –DHA 2015/16 Classification Study	1	
57.	1/25/2016	Side Letter –Reopener of Education and Certification Incentive Pay	1	
58.	1/25/2016	Side Letter –Human Services Social Worker, Range A/B Classification	1	

## APPENDIX B

The Family Service Worker, Level 2 (FSW 2) is a benchmark classification for salary surveying purposes. The Human Services Assistant (HSA) and Child Development Specialist (CDS) classifications are tied to this benchmark classification. The table below demonstrates the current wages at step 9, the current salary relationships, and the proposed salary relationships to become effective Fiscal Year 2023-2024 (June 18, 2023):

Tied to FSW2 (22.74)    Current Relationship to Benchmark    Proposed Relationship

		Current Relationship to Benchmark	Proposed Relationship
HSA	(21 .65)	5% beneath FSW 2	2% beneath FSW 2
CDS 1	(21 .65)	same as HSA	same as HSA
CDS 2	(28 .67)	32% above CDS Level 1	32% above CDS Level 1

## APPENDIX C

The parties agree that this Memorandum of understanding satisfies the County's obligation for the Human Services Social Worker Class Study.