

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



2022-2025

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## **PURPOSE**

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

## **ARTICLE 1 - RECOGNITION AND COVERAGE**

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

## **ARTICLE 2 - SCMA RIGHTS**

### **2.1. SCMA Security**

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

### **2.2. SCMA Notices and Meetings**

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

- b. Use of County meeting facilities requires reasonable advance notice to the appropriate County official and is subject to County use of such facilities; provided, however, that once scheduled, such SCMA meetings may not be canceled by the County except under emergency situations. The County may establish reasonable regulations governing the use of County facilities as provided by this section.
- c. SCMA is entitled to reasonable use of designated bulletin boards at offices and work locations where they are established or where they may be reasonably necessary.
- d. SCMA has the right to incidental use of the County's e-mail system and FAX equipment for the purpose of communication with an individual member. Incidental use does not include mass distribution of SCMA materials or announcements or other use inconsistent with the County's Information Technology Policies.
- e. SCMA representatives are permitted, at all times that employees it represents are working, to enter offices to transact business within the scope of representation and to observe conditions under which employees are employed and carry out their responsibilities; provided, however, that the SCMA representative will, upon arrival at the facility, notify the person in charge of the areas they wish to visit. Access may not be unreasonably denied. If denied, the reason or reasons for denial must be stated.
- f. SCMA has the right to reasonable use of the County's existing internal mail system for the limited purpose of communicating with employees who have been designated in writing by SCMA representatives. The County will not be held responsible for untimely or lost mail.

### **ARTICLE 3 - COUNTY RIGHTS**

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

## ARTICLE 4 - GENERAL PROVISIONS

### 4.1. Non-Discrimination

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

### 4.2. Strikes and Lockouts

- a. No lockout of employees will be instituted by the County during the term of this Agreement.
- b. Neither SCMA nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions that involve suspension of, or interference with, the normal work of the County. In the event that SCMA members participate in such activities in violation of this provision, SCMA must notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the County.

### 4.3. Letters of Reprimand

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

may request removal of that letter of reprimand from the personnel file. Request for removal may not be unreasonably denied.

#### **4.4. Waiver Clause**

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

### **ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE**

#### **5.1. Purpose**

- a. This grievance and arbitration procedure is used to process and resolve grievances arising under this Agreement.
- b. The purposes of this procedure are:
  1. To resolve grievances informally at the lowest possible level;
  2. To provide an orderly procedure for reviewing and resolving grievances promptly;
  3. To determine and correct if possible the cause of grievances;
  4. To encourage communication between employees and those in higher authority.

#### **5.2. Definitions**

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



### **5.3. Time Limits**

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

### **5.5. Employee Rights**

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

### **5.6. Application**

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

### **5.7. Informal Discussion**

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

### **5.8. Formal Grievance - Step I**

- a. If an informal grievance is not resolved to the satisfaction of the grievant, or if the grievant or SCMA believes there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:
  1. Ten (10) workdays after the event or circumstances occasioning the grievance;  
or
  2. Within ten (10) workdays of the decision rendered in the informal grievance procedure, whichever is later.
- b. However; if the informal grievance procedure is not initiated within the period specified in Section 5.8.a(1), the period in which to bring the grievance is not extended by Section 5.8.a(2).

- c. A formal grievance must be initiated in writing on a form prescribed by the County and filed with the persons designated by the appointing authority as the first level of appeal.
- d. Within ten (10) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal will hear and investigate the grievance and give their decision in writing.

#### **5.9. Formal Grievance - Step 2**

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, they may appeal the decision within five (5) workdays to the appointing authority or designee. If the appointing authority or designee is the first level of appeal, the grievant may bypass Step 2.
- b. Within five (5) workdays the appointing authority or designee will either agree to implement the proposed resolution, schedule a hearing, or advise the grievant/SCMA, in writing, to appeal the grievance to Step 3.
- c. In the event the appointing authority or designee proceeds with a Step 2 grievance hearing, the appointing authority or their designee will hear, investigate, and render a written response within fifteen (15) workdays of receipt of the appeal from Step 1.

#### **5.10. Formal Grievance - Step 3**

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

#### **5.11. Arbitration - Step 4**

If the response of the Director of Labor Relations or designee is not satisfactory to SCMA, SCMA has the right to refer the matter to binding arbitration. Such referral must be submitted to the County Executive or designee in writing within ten (10) workdays of receipt of their decision.

#### **5.12. Response**

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

### **5.13. Copy of Decision**

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

### **5.14. Selection of Arbitrator**

- a. An impartial arbitrator will be selected jointly by the parties within ten (10) workdays of receipt of the written demand.
- b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties will solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators.
- c. After receipt of the list, the parties will alternately strike arbitrator's names from the list until one (1) arbitrator's name remains.
- d. If an arbitrator selected declines appointment or is otherwise unavailable, a new list will be requested as per Section 5.14.b, and the selection will be made as in Section 5.14.c., unless an arbitrator can be mutually agreed upon.

### **5.15. Decision**

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

### **5.16. Costs**

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

### **5.17. Witnesses**

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

### **5.18. Expedited Arbitration**

At any step of the grievance procedure at which the appropriate County representative declares they do not have authority to resolve a pending grievance, SCMA may proceed

directly to the next step of the grievance procedure. The County and SCMA may, by mutual agreement, submit an issue directly to Step 4 of the grievance procedure.

## **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

### **6.1. Management Time**

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

### **6.2. Part Time Employment**

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

### **6.3. Part-Time Employment Benefits**

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

### **6.4. Furloughs**

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

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

- a. Hours of Work:
  1. The remainder of Article VI of this Agreement does not apply to an employee assigned a twenty-four-hour work schedule.
  2. 48/96 Work Shift:
    - (1) Personnel working a 56-hour workweek (2,912 hours per year) work a total of four shifts within a twelve (12) day cycle. Each shift is 24 hours in duration and is scheduled back-to-back, contiguously. A shift rotation is defined as two (2) back-to-back, contiguous 24-hour shifts.

(2) The twelve (12) day cycle starts at 0800 hours.

(3) Pursuant to Article 3 County Rights, work schedules are at the discretion of the County. The County reserves the right to review this shift schedule on a periodic basis in order to address any potential inequities or problems.

(4) Battalion Chiefs assigned to a twenty-four-hour work schedule are on duty at all times and prepared to perform airport emergency rescue and fire-fighting activities as required. Other duties such as general maintenance, equipment readiness, inspections, training, housekeeping, lawn care and related work are normally performed between 0800 and 1700 hours. Break times and meal periods are considered hours worked and are arranged by the County as operations permit.

b. Salary:

1. The pay identified in Exhibit B of this Agreement incorporate any, with the exception of the education incentive identified in Section 7.5.i, existing differentials (including the management differential), and the Battalion Chiefs on a 24-Hour schedule are not entitled to compensation beyond the Salary listed in Exhibit B.
2. Whenever an employee is reassigned from a twenty-four- hour work schedule (2,912) hours of work per year) to a forty-hour work schedule (2,080 hours of work per year), the employee's straight time hourly rate is determined by dividing the employee's annual salary by 2,080 hours.
3. An employee is paid on a biweekly pay schedule using 56 hours per week or 112 hours per pay period as the standard number of hours for the biweekly salary, which is equivalent to 2,912 hours per year.

c. Leave Time:

1. Vacation, sick leave, holiday-in-lieu, parental leave, and the four (4) hours off work with pay on the last working day before Christmas or New Year's provided for in this agreement is accrued by a twenty-four-hour work scheduled employee (2,912 hours of work per year) at the current accrual rates, times a conversion factor of 1.4. For example, a forty-hour work schedule employee (2,080 hours of work per year) accrues sick leave at the rate of 4.6 hours biweekly. Thus a twenty-four hour work schedule employee accrues 6.44 ( $4.6 \times 1.4 = 6.44$ ) hours of sick leave biweekly. Leave time accruals decrease by the conversion factor of 1.4 whenever an employee is reassigned from a twenty-four-hour work schedule to a forty-hour work schedule.
2. Leave time balances and "caps" (maximums), including Vacation Cash-In per County policy E-6, are increased by the conversion factor of 1.4 whenever an employee is reassigned from a twenty-four-hour work schedule to a forty-hour work schedule. Leave time balances and caps are decreased by the conversion

factor of 1.4 whenever an employee is reassigned from a twenty-four-hour work schedule to a forty-hour work schedule.

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

d. General:

1. If the above provisions conflict with other terms of this Agreement, the provisions of this section prevail.
2. Whenever a term of this Agreement references a forty-hour work schedule, such term will be increased, if applicable, by a conversion factor of 1.4 when it is applied to an employee assigned a twenty-four-hour work schedule.

e. Retirement:

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

f. Jury Duty:

1. If jury duty occurs on the same day as a scheduled shift, the employee will inform his/her immediate supervisor in advance and report directly to the assigned jury duty location. Upon release from Jury duty for the day, the employee will report for the remainder of the shift.
2. If an employee is required to report for jury duty on the day following a duty shift, the employee is released from duty ten (10) hours prior to the end of the shift for the purpose of assuring rest and alertness in the performance of jury duty.
3. When an employee is on jury duty for the entire day, is released from jury duty by the court after 4:30 p.m. and is scheduled to return to jury duty the following day, the employee is not required to report for the remainder of their assigned shift. If, however, the employee is released by the court prior to 4:30 p.m. the employee must report for their assigned shift and will thereafter be released from duty ten (10) hours prior to the end of the shift.

## **ARTICLE 7 - SALARIES**

### **7.1. Salary Step Increases**

- a. Only regular employees are eligible for salary step increases. Increases to steps above the entry step are based on performance and length of service. The employee must have earned the equivalent of at least twenty-six (26) biweekly pay

periods (2080 work hours) of full-time eligible service since their last step increase date.

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

## **7.2. Correction of Payroll Errors**

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

(5) "Underpayment" means any cash or leave (balance, usage or accruals) that has been underpaid or undercredited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.

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

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

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

- a. In cash payment(s) mutually agreed to by the employee and the Department of Personnel Services. Cash payment(s) allow employees to immediately repay an overpayment or to facilitate repayment by employees on leave of absence. It is not intended to be used to circumvent the number of installments or minimum deduction requirements in (c) below.
- b. A one-time only leave adjustment to CTO or vacation equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave). If the balances are not sufficient to cover the overpayment, payroll deductions of the overpayment from the employee's future salary will be made in installments until the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge against future accruals is not permitted. Pursuant to IRS regulations the value of the leave adjustment is taxable and is included in wages paid during the period the leave adjustment is made.
- c. Installments through payroll deduction to cover the same number of pay periods over which the error occurred. If the installments exceed 10% of the



employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least 10% of the employee's base salary including incentives, et cetera, and a hardship is demonstrated. The lower deduction must be requested in writing by the employee.

- (2) In the case of an underpayment the County will expedite payment to the employee via a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
  - (3) An employee whose employment terminated prior to full reimbursement of an overpayment will have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County has the right to exercise other legal means to recover the additional amount owed.
  - (4) Any amount of overpayment or underpayment for any period earlier than one (1) year prior to the date of the Director's initial written notice to the employee, is deemed waived and not reimbursable.
- d. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous Agreement. The time limits for the filing and processing of any grievance are not deemed to be excused, extended or otherwise modified by the provisions of this section. Nor is the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.
  - e. The provisions of this section apply only to errors involving base salary or overtime cash payment and paid leave accruals, balances, or usage. No provision of this Agreement precludes the correction or recovery by the County of past overpayments, errors, or other losses which result from errors involving other matters, such as retirement, social security, Medi-Care, state disability insurance, and court-ordered payments. These errors are collected pursuant to Federal and State Law and Regulations.
  - f. If an error has resulted in an employer overpayment of group insurance premiums or deferred compensation program contributions within one year prior to the date of initial written notice to the employee, the overpayment will be collected through one of the following methods: payroll deduction to cover the same number of pay periods over which the error occurred; if the installments exceed 10% of the employee's base salary, the employee may request in writing to have lower deductions based on a hardship; or a one-time only leave adjustment to CTO or vacation equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave). If the balances are not sufficient to cover the overpayment, payroll deductions of the overpayment from the employee's future salary are made in installments until the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge

against future accruals is not be permitted. Pursuant to IRS regulations the value of the leave adjustment is taxable and included in wages paid during the period the leave adjustment is made. If the error has resulted in an underpayment, premium reimbursement is made by the County to the employee. An employee whose employment terminated prior to full reimbursement of an overpayment will have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County has the right to exercise other legal means to recover the additional amount owed.

### **7.3. Salary Administration**

- a. **Entry Step:** The entry step within the established range for each class is Step 5 unless specifically designated as Step 6, 7, 8, or 9, Except as otherwise provided below, any person appointed to a class receives the entry step of the range of the new class and accrues other benefits as a new employee.
- b. **Reemployment:** Any person appointed in accordance with the rule governing reemployment following layoff will receive compensation and benefits as though they had been on leave without pay.
- c. **Reinstatement:** Any person appointed in accordance with the rule governing reinstatement following resignation in good standing is considered a new employee. At the discretion of the appointing authority, a reinstated employee may receive a starting salary higher than Step 5 but not exceeding the step that they received at the time of resignation.
- d. **Return to Former Class:** An employee who is returned to a former class following promotion, transfer or demotion due to layoff, will receive that step of the range that they would have received had they never left the former class.
- e. **Promotion:** Advancement from a position in one (1) class to a position in a higher class, defined as one having a maximum salary rate at least one (1) step (at least 5%) higher than the employee's former class.
  1. Upon promotion of an employee within the unit to a higher class, the employee will receive the lowest step in the new class that provides an increase of at least 5%.
  2. Upon promotion of an employee from outside the unit to a class in the unit, the employee will receive the lowest step in the new class that provides an increase of at least 5%.
- f. **Transfer:** Upon transfer of an employee, the employee will receive the same step in the new range as they received in the former range. For purposes of this provision, a transfer is a change between classes where the maximum salary rate of the class to which transfer is made is less than 5% higher or less than 5% lower.

- g. Demotion: A demotion is a change to a class that has a maximum salary rate which is at least 5% lower than the maximum salary rate of the former class.
- h. Whenever an employee is demoted due to layoff, without cause or inability on their part, their salary will be the step in the new range that provides an equal salary, or in the absence thereof, the nearest lower salary, to that received prior to the demotion. In all cases of demotion for cause, the employee will receive the same step in the lower range as they received in the higher range. An employee with permanent status in a class who, with the approval of the appointing authority, voluntarily demotes to a lower class will receive the step in the lower range that provides an equal salary or, in the absence thereof, the nearest lower salary to that which was received prior to demotion.
- i. Return from Leave without Pay: Return following leave without pay is not an appointment, but is a continuation of service; however, salary and benefits, other than employment status, is based on actual service. This provision does not apply to employees returning from military leave.
- j. Y-Rate: The Board of Supervisors may adopt a Y-rate to apply to: (1) an employee who would suffer an actual decrease in salary as a result of action taken by the County, without fault or inability on the part of the employee, or (2) an employee who is changing from one class series to another, as a normal consequence of career development through the County's upward mobility program, and the salary of the class the employee enters in the new class series is less than the salary the employee was receiving in the former class. Y-rate means a salary rate, for an individual employee, that is greater than the established range for the class.
- k. Y-Rate Salary Increase: An employee for whom a Y-rate is established will not receive any increase in salary until such time their rate of compensation is within the established range for the class, then the employee will receive the highest step of the range. The employee will receive a proportionate decrease in salary whenever a lower range is established for the class in this Agreement.
- l. Granting of Status: Whenever the Civil Service Commission or other appropriate authority grants an employee direct status in another class the employee will receive the step determined in accordance with the provisions of this section.
- m. Class Salary Range Changes: When the salary range for a class is changed in the Agreement, employees in the class will change to the new range but remain at the same step. When changes in an employee's class or salary, or both, occur simultaneously with salary range adjustments in the Agreement, the class and/or salary changes precede the range adjustments in application.
- n. Biweekly Salaries: The pay period for employees covers fourteen (14) calendar days, starting on a Sunday and ending with the second Saturday thereafter. Salaries are paid on the Friday following the end of the pay period; except that if

Friday falls on a holiday, salaries are paid on Thursday. Salaries are computed as provided in this Agreement.

- o. Salary Computation: The regular salary for each employee is based on the actual number of days or hours worked in the pay period, including authorized absences with pay, multiplied by the employee's daily or hourly rate. Payments will not exceed the biweekly rate as determined by the employee's range and step.
- p. Special Pay: Special payment, including standby, overtime, premium, and other special payments, are calculated in accordance with the applicable provisions of this Agreement.
- q. Payment in Full: Compensation paid pursuant to this Agreement is payment in full for services rendered in a County position. No employee will accept any other compensation for services performed in such position.
- r. Exceptional Qualifications: At the request of the appointing authority and subsequent to a recommendation by the Director of Personnel Services, the County Executive may approve a salary above the established entry step for the class in order to recruit an individual who has demonstrated superior knowledge and ability and whose combined education and experience represent substantially better preparation for the duties of the class than required by the minimum employment standards. In the application of this provision, consideration is given to current employees in the same class who possess comparable qualifications and, if determined equivalent, adjustments shall be made by the County Executive.

#### **7.4. Salary Increases**

- a. Effective June 19, 2022, salaries are increased by four percent (4%).
- b. Effective June 18, 2023, salaries are increased by four percent (4%).
- c. Effective the first pay period of June 30, 2024, salaries are 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 for each of the twelve (12) months ending with the month of March 2024, rounded to the nearest one-tenth of one percent (1/10%) however, such increase will not be less than two percent (2%) nor more than four percent (4%).

#### **7.5. Equity Adjustments**

Effective June 19, 2022, the classifications below receive equity adjustments as follows:

Classification	Equity Adjustment
Accounting Manager	2.0%
Sr. Civil Engineer	2.0%
Chief Forensic Pathologist	10.0%

County Pharmacist	10.0%
Director, Dir. Lab or Forensic Services	3.0%
Facilities Manager	3.0%
Real Estate Program Manager	5.0%
Chief Real Estate Division	5.0%
Sheriff's Records Manager	4.0%
Pharmacy Manager	1.5%
Veterinarian	5.0%
Sr. Instrumentation Control System Engineer	5.0%

Effective June 18, 2023, the classifications below receive equity adjustments as follows:

Classification	Equity Adjustment
Real Estate Program Manager	5.0%
Chief Real Estate Division	2.0%
Veterinarian	3.0%

## 7.6. Special Compensation and Differential Compensation

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

### a. Transit Pass

The transit subsidy is \$75 per month.

### b. Mileage Reimbursement

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

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

### c. Education Reimbursement

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

d. Benefit Maintenance

1. Management Time: Management employees are authorized, subject to approval of their immediate supervisors, to take reasonable time off for personal use during normal working hours without loss of compensation.
2. Sick Leave Payoff: Upon retirement, employees may cash-in one-half (50%) accrued sick leave. The remaining balance of sick leave is credited as service towards retirement. In the event of an active employee's death prior to retirement from the County, the beneficiary will be paid the monetary value of all accrued sick leave at the time of death.
3. 401 (a) Deferred Compensation: If an employee contributes one percent (1%) into their 457(b), then the County will contribute three percent (3%) into the employees 401(a) plan.
4. Employees (except Battalion Chiefs) receive a management differential of three point three-five percent (3.35%) of their base rate of pay.
5. Vacation Cash-in: Employees can "cash-in" up to forty (40) hours/year vacation after ten (10) years of service and 240 hours accrued vacation.
6. Bilingual/Cultural Pay:
  - (1) Management employees shall be approved for bilingual/cultural pay if:
    - (a) The department head determines that bilingual/ cultural skill is a requirement of the employee's position; and
    - (b) The employee agrees to utilize their bilingual ability on the job; and
    - (c) The employee is able to demonstrate bilingual proficiency that is satisfactory to the County.
  - (2) The assignment must be in writing and reviewed on an annual basis.
  - (3) Sign language is a bilingual skill.
  - (4) Employees who qualify pursuant to the above are paid bilingual/culture skills differential of either:
    - (a) Oral (bilingual/cultural) differential of eighty cents (\$0.80) per hour; or
    - (b) Oral/written (bilingual only) skills differential of one dollar (\$1.00) per hour.
  - (5) The Department of Personnel Services determines if the employee is qualified to receive either:

- (a) Oral skills differential, or
- (b) Oral/written skills differential.

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

7. Nurses Differential: Supervising Registered Nurses, Supervising Public Health Nurses, Supervising Registered Nurses D/CF, and Supervising Medical Case Management Nurses shall receive a:

- (1) 1.5% PM Shift differential when at least half of the workday occurs after 4:00 p.m.
- (2) 10% Night differential when at least half of the workday occurs between the hours of midnight and 6:00 a.m.
- (3) Weekend shift differential pay is for hours worked on Saturday and Sunday, except in the case of a night shift when it is for hours worked on Friday and Saturday. Weekend shift differential pay is one dollar and fifty cents (\$1.50) per hour.

8. Treatment Center Program Coordinators Differential:

- (1) 5% PM shift differential when at least half of the workday occurs after 4:00 p.m.
- (2) 10% Night differential when at least half of the workday occurs between the hours of midnight and 6:00 a.m.
- (3) Weekend shift differential pay is for hours worked on Saturday and Sunday, except in the case of a night shift when it is for hours worked on Friday and Saturday. Weekend shift differential pay is one dollar and fifty cents (\$1.50) per hour.

e. Out of Class Pay

Employees assigned to work in a higher classification will be paid a differential only if the following conditions are met:

- 1. Requests for approval of out-of-class assignment must be approved in writing by the "appointing authority." For the purpose of this application, the "appointing authority" is the Department Head or designee. Written authorization will identify the anticipated period of the temporary assignment.
- 2. The position to which the employee is temporarily assigned must be vacant or the incumbent must be absent from duty.

3. The higher class to which the employee is assigned must have a salary range at least five percent (5%) higher than the salary range of the employee's class who is being temporarily assigned.
4. Out-of-class pay will be five percent (5%).
5. The minimum duration for an out-of-class assignment is one (1) full work shift.
6. Out-of-class pay will be applied to all hours within the duration of the assignment. The out-of-class pay continues until either the absent employee returns to duty, the vacant position is filled, or the assignment is terminated by the appointing authority, whichever occurs first.
7. Out-of-class pay does not continue (nor is any compensation authorized) in excess of five (5) months and twenty-nine (29) days in a rolling calendar period, which begins on the first day of the out-of-class assignment.
8. In rare circumstances, extension of an out-of-class assignment may be approved based on specific operational needs and must be consistent with the application of this agreement. Extension of an out-of-class assignment beyond five (5) months and twenty-nine (29) days requires the approval of the Appointing Authority and the Director of Personnel Services.

f. Control and Electrical Systems Coordinator

Senior Engineers assigned in writing to serve as the Control and Electrical Systems Coordinator at the Sacramento Regional County Sanitation District (SRCSD) receive a five percent (5%) of base salary.

g. Education Incentive Pay

1. Battalion Chiefs are eligible for Education Incentive Pay to a maximum of five percent (5%) of base salary:
  - (a) Employees who have earned an Associate degree from an accredited, recognized college or university, as verified by the Department of Personnel Services, in a course of study consistent with the minimum requirements of Firefighter classifications are entitled to an additional two and one-half percent (2.5%) of base salary.
  - (b) Employees who have earned a Fire Officers Certificate from the Office of the California State Fire Marshal, as verified by the Department of Personnel Services, are entitled to an additional two and one-half percent (2.5%) of base salary.
  - (c) Employees who have earned a Fire Science Certificate from an accredited, recognized college or university, as verified by the Department of Personnel



Services, are entitled to an additional two and one-half percent (2.5%) of base salary.

- (d) Employees who have earned a Bachelor's Degree from an accredited, recognized college or university, as verified by the Department of Personnel Services, in a course of study consistent with the minimum requirements of Firefighter classifications are entitled to an additional five percent (5%) of base salary.
  - (e) Dispute Resolution: The determination of approved accredited, recognized colleges or universities, and approved courses of study are not subject to the arbitration provision of this Agreement.
2. Chief Investigators are eligible for Education Incentive Pay to a maximum of ten percent (10%) of base salary.
- (a) Employees who have earned a Bachelor's Degree from an accredited, recognized college or university, as verified by the Department of Personnel Services, in a course of study consistent with the minimum requirements of Criminal Investigator classifications are entitled to an additional five percent (5%) of base salary.
  - (b) Employees who have earned a Master's Degree from an accredited, recognized college or university, as verified by the Department of Personnel Services, in a course of study consistent with the minimum requirements of Criminal Investigator classifications are entitled to an additional five percent (5%) of base salary.
  - (c) Dispute Resolution: The determination of approved accredited, recognized colleges or universities and approved courses of study are not subject to the arbitration provision of this Agreement.
3. Chief Park Rangers are eligible for Peace Officers Standards and Training (POST) Incentive Pay to a maximum of ten percent (10%) of their base salary.
- (a) Employees who have earned a Management Certificate from POST receive an additional five percent (5%) of their base salary.
  - (b) Employees who have earned an Executive Certificate from POST receive an additional five percent (5%) of their base salary.

h. Licensing Differential

If the duties of a Mental Health Program Coordinator require the use of licenses or specified degrees (PhD, LCSW, MFT, RN, or LPCC), they will receive a five percent (5%) differential. If there is any dispute over whether particular positions require the use of the licenses or specified degrees identified above, the County and SCMA agree to meet and confer to resolve the dispute.

i. Retention Differential

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

j. Professional Reimbursement

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

Expenditures are at the employee's discretion, but must be related to the employee's work as an attorney employed by Sacramento County, subject to approval by the department. Reimbursement is limited to one thousand two hundred dollars (\$1200) per fiscal year.

b. Employees can choose to utilize either this current article or Section 7.5c Education Reimbursement but not both.

k. Attorney Bar Dues

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

l. Chief Criminal Investigator Differential - Post Management Certificate

Chief Criminal Investigators who possess a valid POST Management Certificate receive a five percent (5%) pay incentive.

m. Mental Health Program Coordinator YDF Differential

Mental Health Program Coordinator assigned in writing to work at the Probation Department's Youth Detention Facility (YDF) receive a fifteen percent (15%) differential.

n. Mental Health Treatment Center Differential

Employees in the Health Program Manager and Human Services Division Manager Range B classifications regularly assigned to the Mental Health Treatment Center receive a five percent (5%) differential.

o. Nursing License Differential

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

p. Special Compensation and Differential Compensation

The employee in the class of Chief Forensic Pathologist is eligible for a ten percent (10%) differential upon completion of an accredited training program, with or without Board certification, in one or more of the following areas: Neuropathology, Forensic Odontology, Radiology, Forensic Anthropology, Cardiac Pathology, Pediatric Pathology, and Forensic Toxicology.

q. Correctional Facility Differential

Pharmacy Managers, Sr. Dentist Managements, Health Program Managers, Health Program Coordinators Range A, and Sr. Health Program Coordinators Range B assigned in writing to work in Correctional Institutions receive a twenty-five percent (25%) differential.

Food Service Managers assigned in writing to work at the main jail or Rio Cosumnes Correctional Facility receive a fifteen percent (15%) differential. Food Service Managers assigned in writing to work at the Youth Detention Facility receive a five percent (5%) differential.

r. Accounting Educational Incentive

Accounting and Auditing classifications within the Management Unit are eligible for the following:

1. A differential of five percent (5%) for receipt and maintenance of the following certificates: Certified Public Accountant (CPA); Certified Internal Auditor (CIA); and Certified Information System Auditor (CISA). Employees must provide proof of maintenance at the beginning of each fiscal year to continue receipt of the incentive.
2. A differential of five percent (5%) of base salary for possession of a Masters' of Science in Accountancy, Masters in Business Administration (with at least once course in Accounting), or a Masters in Public Administration. These degrees must be from an accredited college or university as confirmed by the Department of Personnel Services.

3. The differentials in Sections 7.6.r.(1) and (2) will not be combined, and employees will not be eligible for more than five percent (5%) for multiple certification(s) and/or Masters' Degree(s).
- s. The Human Services Division Manager Range B assigned to correctional health will receive a five percent (5%) differential.

### **7.7. Benchmark Classifications**

Effective June 19, 2022, the top step for the Battalion Chief is benchmarked at eighteen percent (18%) above the top step of the Fire Captain.

Effective June 19, 2022, the top step for the Fire Chief is benchmarked at fourteen percent (14%) above the top step of the Battalion Chief.

Effective June 19, 2022, the top step of the Sr. Landscape Architect, Sr. Mechanical Engineer, Sr. Electrical Engineer, Sr. Engineer Architect, Sr. Land Surveyor, Sr. Transportation Engineer, and Sr. Scientist is benchmarked to the top set of the Sr. Civil Engineer.

Effective June 19, 2022, the top step of the Water System Superintendent, Manager of Special District Services, Principal Civil Engineer, Principal Engineer/Architect, Principal Land Surveyor, and Principal Transportation Engineer is benchmarked at ten percent (10%) above the Sr. Civil Engineer.

Effective June 19, 2022, the top step for the Chief Public Health Division is benchmarked at ten percent (10%) above the top step of the Epidemiology Program Manager.

Effective June 19, 2022, the top step for the Chief Public Health Laboratory Service is benchmarked at two percent (2%) above the top step of the Health Program Manager.

Effective June 19, 2022, the top step of the Epidemiology Program Manager is benchmarked to the top step of the Health Program Manager.

Effective June 19, 2022, the top step of the Treatment Plant Operation & Maintenance Manager I is benchmarked at twenty percent (20%) above the top step of the Wastewater Treatment Plant Operations Supervisor.

Effective June 19, 2022, the Supervising Registered Nurse D/CF will have the correctional differential 7.5q rolled into base pay.

### **7.8. Reopeners**

The County will begin a classification study no later than January 1, 2023, to create a Nursing Manager Series no later than December 31, 2024.

The County will begin a classification study for the classifications in the Sr. Health Program Coordinator Range A/B no later than January 1, 2023.

Should the County provide any economic adjustments that exceed the increases received in this Agreement the attorneys in bargaining units 020 and 021 during the 2022 through 2025 MOU, the parties agree to reopen to discuss wages for the attorney classifications represented by SCMA.

### **7.9. Longevity**

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

### **7.10. Minimum 10% Salary Spread**

The County endeavors to maintain a ten percent (10%) spread between Step 9 of the management/supervisory class and Step 9 of the highest paid subordinate class.

### **7.11. Battalion Chief Overtime**

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

## **ARTICLE 8 - HOLIDAYS**

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

maximum accrual of HIL time for a twelve-month period is one-hundred and four (104) hours, or 145.6 hours of a 24-hour schedule.

Cash payment will be made for HIL time in excess of one-hundred and four (104) hours, or 145.6 hours for a 24-hour schedule.

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

## **ARTICLE 9 - LEAVES**

### **9.1. Vacation Leave with Pay**

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

#### **Vacation Accrual for Employees on 40-Hour Work Schedule**

Years of Service	Biweekly Accrual Rate	Approximate Number of Annual Days*	Accrued Maximum
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
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\*eight-hour day

### Vacation Accrual for Battalion Chiefs on 24-Hour Work Schedule

Years of Service	Biweely Accrual Rate	Approximate Number of Annual Shifts	Accrued Maximum
Less than 3 years	4.3 hours	4.66	336
More than 3 years, less than 6 years	6.4 hours	6.93	448
More than 6 years, less than 9 years	7.7 hours	8.34	560
More than 9 years, less than 10 years	8.1 hours	8.78	560
More than 10 years, less than 11 years	8.7 hours	9.43	560
More than 11 years, less than 12 years	9.1 hours	9.86	560
More than 12 years, less than 13 years	9.5 hours	10.29	560
More than 13 years, less than 14 years	9.9 hours	10.73	560
More than 14 years, less than 15 years	10.4 hours	11.27	560
More than 15 years	10.8 hours	11.70	560

\*twenty-four hour day

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

- d. Employees may accumulate vacation to the maximum hours in accordance with Section 8.1.b. Employees who reach their vacation maximum accrual rate are not entitled to cash payment for any hours exceeding the maximum accrual rate.
- e. Employees are eligible to use accrued vacation. The appointing authority determines the period when accrued vacation time may be taken by employees, consistent with the requirements of the department. An employee who separates or is terminated from County service or who takes military leave in excess of 180 days will be paid the monetary value of their vacation accruals.

## **9.2. Sick Leave**

- a. Sick leave is earned by regular employees based on the equivalent of full-time service from the date of appointment. Sick leave accrues to the employee upon completion of the regular work assignment on the last day of the biweekly pay period in which it is earned. Sick leave credits accrue on the basis of four and six-tenths (4.6) hours per biweekly pay period of service, and may be accumulated without limitation. However, for Battalion Chiefs assigned to a 24-Hour schedule, sick leave credit shall instead accrue on the basis of six and four-tenths (6.4) hours and may be accumulated without limitation.
- b. Sick leave may be used for sick leave with pay as provided below:
  - 1. A regular employee may use sick leave for personal purposes or family purposes as provided in this section.
  - 2. For personal purposes, a regular employee may use sick leave for:
    - (a) Absence from duty when quarantined because of exposure to a contagious disease or when incapacitated from performing duties because of personal illness, injury, dental work or pregnancy; and,
    - (b) Absence from duty for examination or treatment by a medical doctor or dentist, under circumstances not involving quarantine or incapacity, provided; however, whenever feasible, absences are scheduled at the discretion of the appointing authority; or
    - (c) For a period of time, not to exceed four (4) hours, to donate blood. Absence from duty for donating blood will be approved only upon return to the supervisor of an official receipt reflecting the donation.
  - 3. For family purposes, a regular employee may use sick leave for:
    - (a) Attendance upon an eligible family member who is incapacitated because of illness or injury and definitely requires personal care. The length of absences is limited by the appointing authority to the time reasonably required to either provide care or to make other arrangements for care.



- (b) An eligible family member is the employee's spouse, child, parent, grandparent, domestic partner (as defined by Section 297 of the California Family Code), or domestic partner's child. Additionally, under this subsection, an eligible family member is any other close relative or child who resides with the employee.
  - (c) To transport an eligible family member to and from a local hospital for medical treatment or operation, including childbirth.
  - (d) To attend an eligible family member, at any location, during serious medical treatment or operation, including childbirth.
4. The appointing authority may require reasonable substantiation of the need for, and use of, sick leave.

### **9.3. Sick Leave Compensation**

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

### **9.4. Family Death Leave**

- a. The County authorizes family death leave with pay, for a regular employee, when needed, due to the death of their:
  - 1. Spouse
  - 2. Registered domestic partner
  - 3. Child
  - 4. Child of registered domestic partner
  - 5. Parent
  - 6. Grandparent
  - 7. 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 gives notice to their immediate supervisor prior to taking such leave.
  - c. Absence for family death is limited to time which is definitely required and not to exceed five (5) days 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, a four-fifths employee to a maximum of thirty-two [32] hours, a full-time employee to a maximum of forty [40] hours). However, a full-time Battalion Chief assigned to a 24-Hour schedule will be eligible for up to a maximum of fifty-six (56) 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 that are clearly beyond the control of the employee.

#### **9.5. Parental Leave**

- a. Regular County employees with at least one (1) year of continuous service are 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 will arise upon both: (1) verification of the intent to adopt established by provision of legal documentation and (2) the placement of the child in the employee's home for the purposes of adoption. The purposes of parental leave are to facilitate parental bonding, family adjustment, and child care, and such leave will be used consistent with these purposes.
- b. Each regular County employee with at least one (1) year of continuous service is entitled to schedule paid parental leave upon the birth of the employee's child or during the process of an adoption of a minor child by an employee. In the case of an adoption, the entitlement will arise upon both: (1) verification of the intent to adopt established by provision of legal documentation and (2) the placement of the child in the employee's home for the purposes of adoption. The purposes of parental leave are to facilitate parental bonding, family adjustment, and child care, and such leave will be used consistent with these purposes.
- c. Parental leave will 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 will make reasonable accommodations to permit parental leave, either on a full-time or part-time basis.

- d. The maximum paid parental leave for full-time regular employees is 160 hours. However, full-time Battalion Chiefs on a 24-Hour schedule are entitled to a maximum of 224 hours. Parental leave is prorated for part-time regular employees. Parental leave does not extend beyond six (6) months from either: (1) the date of birth of the employee's child, or (2) in the case of adoption, the entitlement will arise upon both: (1) verification of the intent to adopt established by provision of legal documentation and (2) the placement of the child in the employee's home for purposes of adoption. The maximum hours applies to each birth or adoption, regardless of the number of children born (twins, triplets, et cetera) or adopted.
- e. 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.
- f. Employees must make a written request to use parental leave. The written request must 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 will make the written request with as much advance notice as possible. The written request must also provide such information or substantiation as may be required by the Director of Personnel Services.
- g. 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 will promptly notify their department, and submit substantiation of the need for and use of sick leave.
- h. Use of parental leave does not reduce or adversely affect the maximum one (1) year unpaid leave of absence that an employee may request for child care or family reasons following the birth or adoption of a child.

## **9.6. Jury Duty**

- a. A regular employee is allowed time off with pay as is required in connection with jury duty; provided, however, that payment is made for time off only upon remittance of full jury fees, or upon submittal of acceptable evidence that jury fees were waived.
- b. Employees must notify their appointing authority immediately upon receiving notice of jury duty.
- c. An employee who takes vacation or CTO while on jury duty is not be required to remit or waive jury fees in order to receive their regular salary.
- d. An employee who is scheduled to work on a night shift or weekend shift and is required to appear for jury duty, will, upon sufficient advance notice to the

department, at the request of the employee be transferred to the day shift for the duration of jury duty.

- e. When an employee is subpoenaed by the District Attorney of Sacramento County to testify in a criminal proceeding as a witness, the employee is allowed to testify with no loss of County compensation. The employee must submit to their department written verification of the time required to testify. Verification must be indicated on the subpoena and signed by the District Attorney's Office.

## **ARTICLE 10 - HEALTH AND WELFARE**

### **10.1. General Provisions**

- a. Eligibility: Regular full-time employees are eligible to participate in County-sponsored insurance and benefit programs defined in this article. Regular part-time employees who work a minimum of twenty (20) hours per week or forty (40) hours per biweekly pay period are eligible to participate.
- b. Dependent Eligibility: For medical, dental, 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 children (natural, step, adopted, legal guardianship, and/or foster) of the employee or domestic partner, who are qualified IRS dependents for purposes of pretax 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.

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

For life insurance 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. 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 19th birthday and is certified by a licensed physician.

- c. Enrollment In Benefits Plans:

- (1) New and rehired employees have 30 days from the date of hire or rehire into a benefited position to make medical, dental and life insurance plan elections. Coverage will be effective on the first of the month following the enrollment. On the first of the month following 30 days of employment or re-employment employees that have not made plan election(s) are automatically be enrolled in

the default level of medical, dental, and basic life insurance coverage. Employees are charged the applicable level of employee contribution, if any, for each plan. Rehired employees will remain on the contribution Tier that was in effect at the time of their termination. During the first thirty (30) days of employment, an employee may waive coverage under the medical plan by providing proof satisfactory to the plan that the employee has other group medical insurance coverage.

- (2) Benefits terminate on the last day of the month in which the employee terminates County employment.
  - (3) Breaks in Coverage: Breaks in coverage, such as those due to leaves of absence do 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, they are automatically enrolled in the default level of medical, dental, and basic life insurance coverage that they were enrolled prior to the leave of absence. If an employee had dependents on their coverage prior to the leave of absence, and the leave resulted in a break in dependent coverage and they do not re-enroll their dependents within thirty (30) days after returning from a leave of absence, they will be enrolled in the default level of medical, dental, and basic life insurance coverage. Coverage becomes effective on the first day of the month following 30 days from returning from a leave of absence.
  - (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 date specified in the open enrollment period ; (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 (to include but not limited to marriage, divorce, new registered domestic partnership, dissolution of registered domestic partnership, birth, death) as governed by Internal Revenue Code Section (IRC) 125 and authorized under the County's Section 125 qualified cafeteria benefits plan. Proof of the event and the appropriate verification documents of the relationship to the employee will be required. Employees seeking to waive coverage must show proof satisfactory to the plan that the employee has other group medical insurance coverage.
- d. Taxes on Benefits: Employee contributions for health insurance is deducted from employee pay on a pre-tax basis unless otherwise prohibited by the Internal Revenue Code. The employee is responsible for any tax consequences resulting from the inclusion of a registered domestic partner and the child(ren) of registered domestic partner under the health and welfare benefits offered pursuant to this Agreement.

## 10.2. Medical Insurance and Health Plans

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

- a. Tier A: Employees hired prior to January 1, 2007, will be placed in Tier A. 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 was frozen at the level in effect on December 31, 2007 (\$826.90), as well as entitlement to cash back, cash back maximums, plan selection incentive and FICA reductions, if applicable. Employees in Tier A will remain in this tier unless they voluntarily elect to move to Tier B. Election by an employee to move to Tier B is irrevocable once made.
- b. Tier B: The County provides 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 resets annually on January 1 of each year. The County contribution amount is 80% of the premium amount for the health plan and level of coverage selected provided, however, that the maximum amount of the contribution is 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. The employee pays 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. Employees are 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
    - (c) Up to two (2) high-deductible health plan options, with a voluntary health savings account.
  2. Coverage Levels: Status quo continues for employees desiring coverage under the County medical insurance plans. Employees may elect coverage under one (1) of the following levels:
    - (a) Employee only
    - (b) Family

Premiums for insurance coverage are based on the level of coverage selected.

- d. The default medical plan enrollment is the County's lowest premium high-deductible health plan, employee only coverage. The employee is responsible for paying 20% of the premium for this coverage on a pre-tax, payroll deduction basis.
- e. Co-payments remain at their respective 2006 levels.

### **10.3. Retiree Health Savings Plan**

The County contributes \$25.00 biweekly to the employee's retiree health savings plan.

### **10.4. Dental Plan**

Employees must enroll in the County's dental insurance plan. The County pays 100% of the cost for dental coverage for employees and covered dependents. The default level of dental insurance coverage is employee only coverage. The effective date of the default level of dental insurance coverage is the first of the month following the thirty (30) day initial enrollment period.

### **10.5. Life Insurance**

- a. **Basic Benefit:** The basic life insurance benefit is \$50,000 for employees. This is the default level of life insurance coverage, that is provided at no cost to the employee. The effective date of default level of life insurance coverage is the first day of employment as long as the employee is actively at work that day.
- b. **Voluntary Options:** The County provides additional options to permit employees to elect up to seven (7) times their annual salary to a maximum of \$1,000,000 of provided and purchased life insurance. Premium rates for these supplemental options is 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 their employee life benefits; and not have a court order in force which affects the payment of life insurance benefits. The life insurance benefit pays 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 their full benefit at the time of death.
- d. **Dependent Benefit:** A life insurance benefit of \$2,000 (\$0 from birth to fourteen [14] days of age; \$200 from age fourteen [14] days 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 provides an employee assistance program (EAP) for eligible employees. 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 pays the cost of 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 is confidential unless written consent is given by the employee or family member.
- c. Enrollment of dependents is generally automatic; no enrollment form is required. Domestic partners and/or their dependents must be enrolled as the dependents of an employee in order to be eligible for dependent benefits under this program.
- d. The County provides EAP services through an independent contractor. The County may from time-to-time in its sole discretion change contractors.

#### **10.7. Flexible Spending Accounts**

Employees have access to the County's flexible spending account program, which provides employees with the options of dependent care assistance benefits with a calendar year maximum of \$5,000, and medical expense reimbursement benefits with a calendar year maximum of \$2,500. Employee premiums for flexible spending account benefits are deducted on a pre-tax basis from employee pay.

#### **10.8. State Disability Insurance**

- a. The County maintains State Disability Insurance (SDI), at the employee cost, for employees. This section is not valid if the membership elects to withdraw from SDI during the term of this Agreement and the State has approved withdrawal from SDI.



- b. Employees 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, are 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 requires detailed procedures which the County, 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 are not paid in a retroactive manner.
- d. Integration of County-paid leave balances and State Disability Insurance takes 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 are 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 makes leave accrual payments to the employee in the usual manner except that the net pay, including State Disability Insurance benefits and net County pay, will 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 is made. County-paid leave benefits are 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, is not counted in determining the employee's gross or net pay.
  - (4) Sick leave, vacation, and holiday-in-lieu does 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 will 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 is not 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 will either return to work or request an unpaid leave of absence from their appointing authority. Regardless of whether the employee continues to receive State Disability Insurance payments, once all County-paid leave balances are exhausted, County compensation ceases unless the employee returns to work.
  - (6) The County continues 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 is responsible for payment of premiums required to maintain insurance coverage when County contributions cease.
  - (7) Eligible part-time employees are 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 will immediately and automatically terminate without any further action by either party to this Agreement.

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

The parties agree to work cooperatively in an ongoing joint labor-management health and welfare committee forum to review and address health and welfare issues that are of vital interest to both parties. The health insurance marketplace is constantly changing and it is imperative that they remain engaged in ongoing dialogue and discussions regarding benefits issues.

#### **10.10. Retiree Health Contribution**

The County does not provide retiree health contributions.

#### **10.11. Health Care**

- a. The parties recognize that during the term of this Agreement, it may be necessary to make changes to Article 10, Health Care, specifically coverage tiers, plan offerings, costs, and changes required by law. When the County finds it necessary to make a one-time change, the County will notify SCMA in writing. The parties agree to meet in good faith pursuant to G.C. 3500 et seq. Current health care benefits and coverage will be maintained to the extent possible.
- b. Any changes resulting from this section will only be implemented if such change is applied to all bargaining units.

## **ARTICLE 11 - RETIREMENT PLAN**

### **11.1. Miscellaneous Retirement Tier 2**

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

### **11.2. Miscellaneous Retirement Tier 3**

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

### **11.3. Miscellaneous Retirement Tier 4**

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

### **11.4. Miscellaneous Retirement Tier 5**

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

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

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

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

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

#### **11.7. Deferred Compensation - Temporary Employees**

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

#### **11.8. Retirement Contributions**

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

#### **11.9. Disability Retiree-Return Rights**

A person who formerly held permanent status in a civil service class from which such person was placed on disability retirement, who is subsequently determined by the retirement board to not be incapacitated and who is eligible for reinstatement as provided in Government Code Section 31730, and who is returned to County civil service, will have permanent status in a position comparable to that held at the time of retirement. The returned person's seniority and benefits will be based on service at the time of retirement.

#### **11.10. Non-Service Connected Disability Retirement**

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

## **ARTICLE 12 - DISCIPLINE AND DISCHARGE**

### **12.1. Purpose**

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

### **12.2. Definition**

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

### **12.3. Persons Authorized to Initiate Disciplinary Action**

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

### **12.4. Application**

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

### **12.5. Cause for Disciplinary Action**

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

- a. Fraud in securing appointment.
- b. Incompetency.

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

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

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

## **12.7. Notice Requirement and Effective Date of Order**

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

## **12.8. Appeal**

- a. SCMA has the right to appeal on behalf of an employee who is subject to the disciplinary action, within fifteen (15) calendar days after receiving the final order of disciplinary action, by filing a written notice of appeal with the Director of Labor Relations. The notice of appeal will contain the name and address of the person to whom all written communication regarding this appeal is sent.
- b. The Director of Labor Relations will promptly provide the appointing authority with a copy of the employee's notice of appeal.
- c. An employee for whom a notice of appeal is filed as provided herein is entitled to a hearing, as provided in this article.
- d. An appeal of a disciplinary action is a complaint of a permanent employee with permanent civil service status regarding whether there was good cause for the disciplinary action taken against that employee.

- e. If SCMA fails to file a notice of appeal within the time specified in Section 12.8.a, the disciplinary action becomes final without further action.

## **12.9. Mediation of a Disciplinary Action**

- a. Prior to the arbitration hearing SCMA may request mediation. Mediation takes place on the first and third Tuesday of each calendar month. Subsequent days for mediation will be scheduled, if necessary. The parties agree to mutually select a panel of mediators. If the parties are unable to select a panel of mediators, they will utilize the State Mediation and Conciliation Service.
- b. Under no case will the adjustment of resolution of the discipline at this level exceed forty (40) working days from the date of their appeal, unless extended by mutual agreement of the parties.
- c. Mediators who have been selected by the parties to mediate disputes will be scheduled on a rotating and available basis.
- d. The parties will meet annually in May to review the mediation panel. The list of mediators for the subsequent year will be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until a new list is agreed to.
- e. Costs of the mediator, if any, are borne equally by the parties. No party will purposely withhold information at this level but will disclose all information relevant to the appeal for consideration by the other party.
- f. The mediation procedure is entirely informal in nature. However, copies of exhibits upon which either party bases its case will be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the appeal should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation hearing.
- g. The primary effort of the mediator is to assist the parties in settling the stated appeal in a mutually satisfactory fashion. The advisory opinion may be used as the basis for further settlement discussions or for withdrawal or granting of the appeal. If the appeal is not settled, granted, or withdrawn, the parties are free to arbitrate. If they do, the mediator will not serve as arbitrator, and no offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration.
- h. Neither attorneys nor court reporters or any other type of note-taker are allowed to be present at the proceedings.



- i. If the parties agree to the mediator's recommendation, the subsequent agreement will be reduced to writing and signed by the parties.
- j. If the issue is not resolved during mediation, and in accordance with established timeliness the appeal will move to arbitration.

#### **12.10. Selection of an Arbitrator**

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

#### **12.11. Amended or Supplemental Order**

At any time prior to commencement of a hearing on a disciplinary action and prior to the time the appeal is submitted for decision, the appointing authority may, with the consent of the arbitrator, serve on the employee and file with the Director of Labor Relations an amended or supplemental order of disciplinary action. If the amended or supplemental order presents new causes or allegations, the employee will be afforded a reasonable opportunity to prepare a defense thereto. Any new causes or allegations are deemed denied and any objections to the amended or supplemental causes or allegations may be made orally at the hearing.

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

#### **12.12. Discovery**

- a. Permissible Discovery: Pursuant to the procedure set forth in Section 12.12.c, any party to the arbitration hearing may obtain the following information in the hands of or which may reasonably be obtained by the responding party or the responding party's representative ("Responding party" means the person of whom the information is requested):

- (1) Those allegations in the order of disciplinary action which are admitted by the employee and those allegations in the order of disciplinary action which are denied by the employee.
  - (2) The name, address and telephone number of each witness whom the responding party intends to call to testify at the hearing.
  - (3) Copies of statements by any person whom the responding party intends to call as a witness.
  - (4) All writing relevant to the issues involved in the appeal including, but not limited to, reports of mental, physical and blood examinations which the responding party intends to introduce into evidence. "Writing" has the meaning defined in Evidence Code Section 250 which states: "Writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds or symbols, or combinations thereof.
  - (5) A statement specifically defining the issues in dispute.
  - (6) The foregoing does not apply to witnesses or exhibits used for impeachment or rebuttal.
- b. Confidential or Privileged Matter: If the responding party determines that the writing or other material requested is confidential or privileged, the response to the discovery request will specifically state this, and set forth in detail the grounds upon which confidentiality or privilege is claimed. If the requesting party disputes the claim of privilege or confidentiality, the arbitrator will resolve the claim. In resolving the claim, the arbitrator may order that the writing or other material be deposited with the arbitrator in a sealed container. In ruling on such claims, the arbitrator may grant or deny the claim of confidentiality or privilege in whole or in part. The arbitrator has no authority to resolve any claim concerning material which by statute may only be released by court order. If the arbitrator determines that the material is confidential, but limited disclosure is necessary, the arbitrator may impose conditions upon the use or disclosure of the item by the requesting party. If the arbitrator determines that the material requested is subject to an evidentiary privilege, the decision regarding disclosure of the matter is strictly governed by the provisions of the Evidence Code.
- c. Procedure for Discovery:
- (1) Personal Service: At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such hearing, any party may personally serve a written request upon the responding party, or representative of record, for any or all of the information set forth in Section 12.12.a.

- (2) Service by Mail: At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set for such hearing, any party may serve, by first-class mail, a written request upon the responding party, or representative of record, for any or all of the information set forth in Section 12.12.a. The effective date of service is the date of the postmark.
- (3) Response: Within twenty (20) calendar days of receiving the request mentioned in (1) and (2) above, the responding party will prepare and serve a response to the request. Response will be served upon the requesting party, or representative of record, by the same means as service of the request was made.
- (4) Request to be Deemed Continuing Request: The discovery request is a continuing request, which requires a continuous response. Where new or additional information becomes available to the responding party, information will be furnished to the requesting party, or representative of record.
- (5) Negative Response: In the event the responding party does not have an item of the information requested, the responding party must give a written negative response as to that particular item within the time specified for response, but will respond fully as to the information which the responding party does possess. The responding party must comply with Section 12.12.4 after such negative response.
- (6) Disputes: Any dispute between parties regarding discovery will be resolved by the arbitrator.
- (7) Penalties for Failure to Comply: The arbitrator will impose penalties for failure to comply with this subsection. These penalties will be based upon the seriousness of the failure to comply, the good or bad faith of the non-complying party, and the extent to which the non-compliance results in surprise to the requesting party and handicaps the requesting party in preparing the case. The following penalties may be imposed:
  - (a) Exclusion of evidence;
  - (b) Continuing the hearing at any stage; or
  - (c) Upon proof of a willful or repeated violation, the arbitrator determines the issue against the noncomplying party.

### **12.13. Timing and Conduct of Hearing**

- a. The arbitration hearing is held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing may be a private or public hearing as determined by the employee.

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

#### **12.14. Subpoenas**

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

#### **12.15. Decision**

Following the hearing, the arbitrator will promptly prepare and submit to the parties to the hearing a decision in the case. The decision must contain and be limited to specific factual

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

**12.16. Finality of Decision**

The decision of the arbitrator is final and binding.

**12.17. Costs**

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

**12.18. Witnesses**

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

**ARTICLE 13 - TERM**

The provisions of this Agreement are effective on June 19, 2022, except as otherwise specifically provided, and remains in full force and effect through June 30, 2025.

**[Signatures on next page]**

Dated: 5/11/2023 \_\_\_\_\_

**County of Sacramento**

DocuSigned by:  
*Matt Connolly*  
DF29F7DC9B69436...  
Matt Connolly  
Labor Relations Manager

DocuSigned by:  
*Michael Jarvis*  
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Michael W. Jarvis  
Chief Negotiator  
Liebert Cassidy Whitmore

Dated: 5/8/2023 \_\_\_\_\_

**Sacramento County Management Association Covering all Employees in the Attorney – Civil Unit**

DocuSigned by:  
*Jason Jasmine*  
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Jason Jasmine

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Kelsey Johnson

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Mai-I ram Le

## **APPENDIX A**

The following documents, Addendums from the 2013-2018 Agreement, are contained in Appendix A:

Addendum #1 — Airport Manager and Sr. Airport Manager

Addendum #2 — Golf Division Manager

Addendum #3 — EMS Administrator Salary

Addendum #4 — Senior and Principal Planner

Addendum #6 — IT Management

Addendum #8 — Crime and Intel Analyst

Addendum #9 — Chief of Shelter Medicine

Addendum #10 - Salary Changes

Addendum #11 — Chief Forensic Pathologist

Addendum #12 — Airport Management System

Addendum #13 — Chief Therapist

Addendum #14 — Salary Increases

Addendum #19 — Customer Service Officer