

**2022 NEGOTIATIONS  
SACRAMENTO COUNTY PROPOSAL NO. 1  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

*Amend Section 2.3 as follows:*

**2.3 UPE REPRESENTATION**

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

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

c. The stewards shall be as follows:

- (1) One (1) bureau steward in each bureau who shall be a member of the unit.
- (2) Four (4) chief stewards, each of whom shall be a member of the unit.
- (3) One (1) grievance chairperson, who shall be a member of the unit.

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


e. A bureau steward may assist in the investigation or presentation of a grievance to management in a grievance meeting as set forth under Sections 5.7 and 5.8 of this Agreement. A chief steward may assist in the investigation or presentation of a grievance to management in a grievance meeting as set forth under Section 5.8 (where the bureau steward is absent) and Section 5.9. The grievance chairperson may assist in the investigation or presentation of a grievance to management in a grievance meeting as set forth under Section 5.9 (where the chief steward is absent) and Section 5.10. The applicable steward shall be allowed a reasonable time for the above purpose during working hours without loss of pay, subject to prior notification and approval by the steward's immediate supervisor. For investigation or grievance presentations which take a steward physically outside the bureau office space, such notification shall be on a

form prescribed by the County which will state the amount of time spent for the purpose. When a steward is assisting in the investigation or presentation of a grievance within the bureau in which he/she works, the prior notification may be oral and the form need not be used; however, the steward shall accurately record on his/her timesheet all on-duty time spent investigating or presenting grievances to management. Bureau stewards who represent unit members out stationed in Elk Grove, Galt, and Rio Consumnes Correctional Center Offices will be allowed reasonable travel time when it is necessary to travel to these offices to assist in the investigation or presentation of a grievance to management.

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


For the County of Sacramento:

Date: 2/22/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 11-22-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson



PASSED  
2/8/22  
4:34

**2022 NEGOTIATIONS  
SACRAMENTO COUNTY PROPOSAL NO. 2  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

*Amend Section 2.3 as follows:*

**16.5 LETTERS OF REPRIMAND**

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

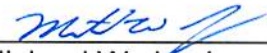
b. An employee may grieve whether a formal letter of reprimand was given for just cause through to ~~Step 3~~ Step 2 of the grievance procedure of the Agreement. Letters of reprimand are not arbitrable and the grievant shall not have the right to refer the matter to binding arbitration.

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

d. If an employee receives a letter of reprimand and no subsequent disciplinary action has been taken by the County during the following two (2) years, the employee may request removal of that letter of reprimand from the personnel file. Such request for removal shall not be unreasonably denied.

For the County of Sacramento:

Date: 6/2/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson

2022

PASSED  
6/2/22  
1:53

2022 NEGOTIATIONS  
SACRAMENTO COUNTY PROPOSAL  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT

New Section 7.9 as follows:

7.9 ~~CHILD PROTECTIVE SERVICES~~ RECRUITMENT AND RETENTION  
INCENTIVE

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

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

For the County of Sacramento:

Date: 6/2/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson



**2022 NEGOTIATIONS  
SACRAMENTO COUNTY PROPOSAL NO. 8  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

*Amend Section 9.12 as follows:*

**9.12 PARENTAL LEAVE**

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

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

c. The maximum paid parental leave for full-time regular employees shall be 160 hours. Parental leave shall be prorated for part-time regular employees. Parental leave shall not extend beyond four (4)-six (6) months from either: (1) the date of birth of the employee's child, or the employee's domestic partner's child, or (2) in the case of adoption, the initial date of residence of such child with the employee. The maximum 160 hours shall apply to each birth or adoption, regardless of the number of children born (twins, triplets, et cetera) or adopted.

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

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


f. An employee who while on parental leave is incapacitated for one (1) or more days due to personal illness or injury may charge such days to sick leave. In such

event, the employee promptly shall notify their department, and shall submit substantiation of the need for, and use of, sick leave.

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

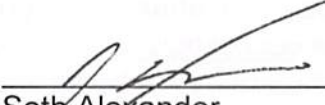
For the County of Sacramento:

Date: 4/22/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 4-22-22


  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson

**2022 NEGOTIATIONS  
SACRAMENTO COUNTY PROPOSAL NO. 9  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

The parties agree to terminate and remove the side letter attached in Appendix "A" known as "#54 Kin-Gap."

For the County of Sacramento:

Date: 5/20/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson

Rec  
6/2/22  
11:35

2022 NEGOTIATIONS  
SACRAMENTO COUNTY PROPOSAL NO. 10

TO

UNITED PUBLIC EMPLOYEES

REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT

UPE Counter to County Proposal #10

New Section 2.11 as follows:

New Employee Orientation

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

1. UPE shall annually provide the County with a schedule of meeting dates and times.
2. Employees shall be allowed 30 minutes to attend one virtual union orientation schedule by UPE. The County shall inform new employees of the UPE meeting date closest to the date of the County orientation. The employee must notify his or her supervisor reasonably in advance in order to secure this paid release time. Such time shall not be unreasonably denied. Employees unable to attend their scheduled UPE orientation shall be scheduled for the next available UPE orientation.
3. The County shall provide UPE with a list of new employees as prescribed by law (including but not limited to classification, location, home and work email address) for each orientation not less than 10 days in advance. UPE shall email new employee with its meeting materials to give to the employee.
4. Employees shall be provided an opportunity to attend the virtual union orientation in a location where they will not be interrupted or overheard by others.
5. All disputes regarding attendance to the UPE orientation shall be between the Union and the employee.

For UPE

*[Signature]*  
6-2-22 -13 -

For the County  
*[Signature]*



Passer  
6/2/22  
4:18

2022 NEGOTIATIONS  
SACRAMENTO COUNTY PROPOSAL NO. 11  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT

Replace Section 20.1 as follows:

20.1 TERM

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

*(Handwritten initials)*

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

*(Handwritten initials)*  
MARCK

For the County of Sacramento:

Date: 6/2/22

*(Handwritten signature)*

Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22

*(Handwritten signature)*

Seth Alexander  
Chief Spokesperson

Passed  
6/2/22  
3:33

**2022 NEGOTIATIONS  
SACRAMENTO COUNTY COUNTER PROPOSAL NO. 23  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

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

- Effective June 19, 2022, a one percent (1.0%) salary increase.
- Effective June 18, 2023, a two percent (2.0%) salary increase.


For the County of Sacramento:

Date: 6/2/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson

**2022 NEGOTIATIONS  
SACRAMENTO COUNTY COUNTER PROPOSAL NO. 23  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

*Amend Section 7.1 as follows:*

**7.1 SALARY INCREASES**


a. Fiscal Year 2022-23: Effective the first pay period following adoption by ~~the Board of Supervisors but not sooner than~~ June 19, 2022, salaries shall be increased by four percent (4%).

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

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

For the County of Sacramento:

Date: 5/20/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson



2022 NEGOTIATIONS  
SACRAMENTO COUNTY COUNTER PROPOSAL NO. 1  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT

*Eliminate Section 2.4*

~~2.4 MAINTENANCE OF MEMBERSHIP~~

~~An employee who is a member, or who becomes a member of the UPE shall remain a member during the term of this Agreement, unless such membership is canceled in writing within the last fifteen-day period of this contract.~~

For the County of Sacramento:

Date: 3/11/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 3-11-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson

**2022 NEGOTIATIONS  
SACRAMENTO COUNTY COUNTER PROPOSAL NO. 2  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

**8.1 HOLIDAYS**

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

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

b. Regular employees who work in a unit for which the normal work schedules include Saturdays, Sundays and holidays shall be granted one (1) day off every four (4) weeks in lieu of prescribed holidays. Such time off shall be designated in the employee's regular work schedule. If not scheduled and taken every four (4) weeks, such time shall accrue at the rate of (4.36) hours for each biweekly pay period.

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

d. Each employee shall be allowed four (4) hours off work with pay on the last working day before Christmas or the last working day before New Year's. If the

employee is unable, because of the needs of the service, to take such time off, he or she shall be credited with four (4) hours compensatory time off. This time off shall be pro-rata for part-time employees.

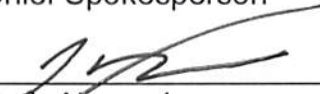
For the County of Sacramento:

Date: 6/2/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson



**2022 NEGOTIATIONS  
SACRAMENTO COUNTY COUNTER PROPOSAL NO. 3  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

*Amend Section 5.7 as follows:*

**5.7 — ~~INFORMAL DISCUSSION~~**

~~a. — The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the bureau steward designated to represent that bureau. If the bureau steward is not available or the position of bureau steward is vacant, representation may be provided by the chief steward. Within five (5) working days, the immediate supervisor shall give his or her decision or response.~~

~~b. — However, if the immediate supervisor states that he/she does not have the authority to resolve the grievance, the union may elevate the grievance in written form to the Program Manager.~~

**5.8 FORMAL GRIEVANCE - STEP 1**

~~a. If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:~~

~~(1) — Ten (10) working days after the event or circumstance occasioning the grievance; or~~

~~(2) — Within five (5) working days of the decision rendered in the informal grievance procedure, whichever is later.~~


~~b. — However, if the informal grievance procedure is not initiated within the period specified in Subsection (1) of Subsection a. of Section 5.8, the period in which to bring the grievance shall not be extended by Subsection (2) of Subsection a. of Section 5.8.~~

~~eb. A formal grievance shall be initiated in writing on a form prescribed by the County and shall be filed with the program manager. The employee may be represented by the bureau steward or the chief steward designated to represent that bureau.~~

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

For the County of Sacramento:

Date: 3/11/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 3-11-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson

**2022 NEGOTIATIONS  
SACRAMENTO COUNTY COUNTER PROPOSAL NO. 11  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

*Amend Section 16.8 as follows:*

**16.8 PAY DIFFERENTIAL - SUPERVISORY POSITIONS**

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

b. The above pay differential shall cease (1) when the absent supervisory or Child Development Specialist II incumbent returns to duty, (2) when the vacant position is filled, or (3) when the assignment is terminated by the appointing authority, whichever occurs first. However, under no circumstance may any assignment continue nor is any compensation authorized in excess of sixty (60) workdays, unless so authorized in writing by the Director of Personnel Services, in which case an additional fifteen (15) workdays may be authorized. The purpose of the fifteen (15) workday extension is to allow the necessary time to make a civil service appointment to the position.

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

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

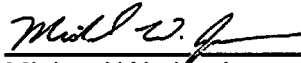
e. When an employee who is receiving Special Skills Differential Pay is formally assigned to an active supervisor position and maintains a caseload or performs work tasks consistent with their permanent classification, the incumbent shall not lose Special Skills Differential Pay.

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



For the County of Sacramento:

Date: 5/20/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 5-22-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson

**2022 NEGOTIATIONS  
SACRAMENTO COUNTY COUNTER PROPOSAL NO. 14  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

*Amend Section 9.1 as follows:*

**9.1 VACATION**

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

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

Years of Service	Biweekly Accrual Rate	Approximate Number Annual Days*	Accrual 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

\*eight-hour day

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

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

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

f. Employees who accrue vacation as provided in Subsection b. may accumulate vacation to a maximum of 240 hours on any accrual date. Employees who

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

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

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

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

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

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

For the County of Sacramento:

Date: 6/2/22

[Signature]  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6/2/22

[Signature]  
Seth Alexander  
Chief Spokesperson



Rec  
3/11/22  
11:29

2022 NEGOTIATIONS  
SACRAMENTO COUNTY COUNTER PROPOSAL NO. 16  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT

Amend Section 7.6 as follows:

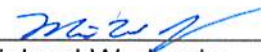
7.6 SPECIAL PAY ALLOWANCES

d. Training Differential - Human Services Social Worker/Human Services

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

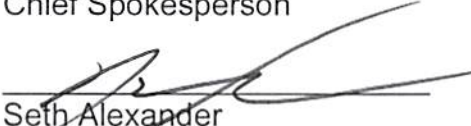
For the County of Sacramento:

Date: 6/2/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson

*[Faint, illegible handwritten text, possibly bleed-through from the reverse side of the page]*

7/25/22  
6/2/22  
10:34

2022 NEGOTIATIONS  
SACRAMENTO COUNTY COUNTER PROPOSAL NO. 19  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT

Add Longevity as follows:

Longevity

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

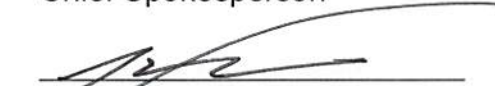
For the County of Sacramento:

Date: 6/2/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22


  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson

**2022 NEGOTIATIONS  
SACRAMENTO COUNTY COUNTER PROPOSAL NO. 21  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

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


For the County of Sacramento:

Date: 5/20/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson



**2022 NEGOTIATIONS  
SACRAMENTO COUNTY PROPOSAL NO. 6  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

*Amend Sections 6.2 as follows:*

**6.2 9/80 WORK SCHEDULES**

a. An appointing authority, with the prior approval of the County Executive, may approve requests of employees covered by this Agreement in their department to work a 9/80 work schedule. A response to the request by the employee shall be given within ~~ten (10) work~~ fourteen (14) calendar days of the request. If the request is denied, the specific reasons for the denial shall be given to the employee at the time of the denial. "Business needs" is not a sufficient response. Such reasons shall not be arbitrary or capricious. If a specific reason for the denial is not provided, denials may be grieved through Step 2 of the grievance procedure; otherwise, denials are not subject to the grievance procedure.

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

(1) For employees who do not receive time and one-half overtime pay, the workweek will remain from 12:00 a.m. on Sunday to 12:00 a.m. the following Sunday, a period of seven (7) consecutive twenty-four (24) hour periods.

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

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

c. For employees who do receive time and one-half overtime pay, the individual employee's workweek must be redesignated by the County so that it commences in the middle of the eight-hour workshift as described in Subsection b.(2)

above. This redesignated workweek must be in writing and specifically state the day of the week and time of day that the workweek commences and the effective date of the redesignated workweek. This must be completed and approved prior to the employee working the 9/80 schedule and be filed in the employee's personnel file. This redesignated workweek must be changed prior to the employee altering the day of the week or time of day that the eight-hour workshift occurs; the redesignated workweek must always commence during the middle of the eight-hour workshift. This redesignated workweek must also be changed back to the standard Sunday through Saturday workweek upon the employee moving off of the 9/80 work schedule.

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

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

(3) When determining overtime eligibility, pursuant to Section 6.2-c.(2), all paid leave except sick leave shall be counted as time worked.

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

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

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

passed  
6/2/22  
11:04

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

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

h. The appointing authority shall have the right to return employee(s) to the standard five-day, forty-hour workweek schedule after providing advance written notice of two (2) full pay periods to the affected employee(s). Removal of an employee from the 9/80 work week schedule for purposes of corrective action shall be at the discretion of the appointing authority. Removal for operational reasons shall be by inverse seniority among those employees impacted by the operational change.

For the County of Sacramento:

Date: 6/2/22

  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22


  
Seth Alexander  
Chief Spokesperson

**2022 NEGOTIATIONS  
SACRAMENTO COUNTY COUNTER PROPOSAL NO. 23  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

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


For the County of Sacramento:

Date: 6/2/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson

PASSED  
6/2/22  
3:34

2022 NEGOTIATIONS  
SACRAMENTO COUNTY PROPOSAL  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT

Effective the first full pay period following the Board of Supervisors' approval of the ~~2022-2025~~ agreement, but no sooner than June 19, 2022, an employee in the classification of Family Services Worker I or II, will receive a five percent (5%) differential when assigned to fill behind a vacant Child Development Specialist, Level 2 position, or to cover an absence of an incumbent in Child Development Specialist, Level 2 position.

For the County of Sacramento:

Date: 6/2/22

[Signature]

Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22

[Signature]

Seth Alexander  
Chief Spokesperson



**2022 NEGOTIATIONS  
SACRAMENTO COUNTY PROPOSAL  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

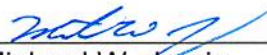
*Appendix "X"*

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

<u>Tied to FSW2</u> (22.74)	<u>Current Relationship to Benchmark</u>	<u>Proposed Relationship</u>
HSA (21.65)	5% beneath FSW 2	2% beneath FSW 2
CDS 1 (21.65)	same as HSA	same as HSA
CDS 2 (28.67)	32% above CDS Level 1	32% above CDS Level 1

For the County of Sacramento:

Date: 6/2/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson

Rec  
4/22/22  
2:25

**United Public Employees  
Welfare Non-Supervisory  
Bargaining Unit  
to  
County of Sacramento  
Date: 4/22/22  
Union Proposal # 4**

**UPE Counter to County Counter on 3/11/22**

**16.3 Automatic Resignation**

- a. If an employee fails to report to his/her worksite, and has given no notification to his/her appointing authority or direct supervisor, the employee shall be considered absent without leave. If an employee is absent without leave for five (5) consecutive workdays, such employee shall be considered to have voluntarily resigned from County service. A notice of automatic resignation shall be sent by certified mail to the employee's last known address and a copy to UPE office assistant via email. The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which he/she is assigned.
- b. A permanent employee may, within twenty-one (21) calendar days of the effective date of such separation, file a written request with the appointing authority for reinstatement. Reinstatement may be granted only:
  - i. If the employee makes satisfactory explanation to the appointing authority as to the cause of the employee's absence or failure to obtain leave therefore; and
  - ii. The appointing authority determines that the employee is ready, able, and willing to resume the discharge of the duties of his/her position; or
  - iii. If the appointing authority consents to a leave of absence to commence upon reinstatement.
- c. This section does not preclude the employee from requesting reinstatement under the provisions of the Personnel Ordinance or any relevant sections of this Agreement.

TA 4-22-22  
 J...  
 TA 4/22/22  
 [Signature]

**United Public Employees  
Welfare Non-Supervisory  
Bargaining Unit  
to  
County of Sacramento  
Date: 4-22-22  
Union Proposal # 12**

**14.8 Voluntary Intra-Departmental Transfers**

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

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

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

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



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

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

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

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

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

i. ~~If a permanent vacancy is not filled per Section 14.8 d., e~~ Employees who have been in a special skills class ~~for at least one (1) year and~~ who are qualified for the class of the announced permanent vacancy may be considered for such vacancy via an inter-class transfer on equal terms with workers in non-special skills classifications under Section 14.8 d. An employee from a different class who is accepted to fill a permanent vacancy, must transfer to the class of the vacant permanent position.

j. For the purposes of voluntary and involuntary intra-departmental transfers, the County and UPE shall attempt to jointly define the list of programs in Financial Assistance and Social Service programs, and any changes thereto. If agreement is reached, it shall be confirmed in writing in a side letter. If agreement is not reached, UPE may file a grievance that the County's list of programs is unreasonable. If the County intends to modify the list of programs, it shall provide written notice to UPE. The County will meet with UPE to discuss the proposed changes to such list. If the County implements such changes, UPE may request to meet and confer over the impact of such changes on employees' transfer rights.

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

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

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

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

TA  
JW

TA 4/22/22  
[Signature]

4-22-22



United Public Employees  
Welfare Non-Supervisory  
Bargaining Unit  
to  
County of Sacramento  
Date: 2-25-22  
Union Proposal # 15

7. 6 Special Pay Allowances

c. Bilingual and Cultural Pay :

- (1) An employee who is in a special skills class that requires that the employee utilize bilingual skill shall be entitled to a bilingual pay differential of ~~thirty fifty cents (\$ .3050)~~ per hour. Effective the first biweekly pay period after Board approval, the bilingual skill pay shall ~~increase to fifty one dollar cents (\$1.0050)~~ per hour. (2)
- (2) ~~Effective the first biweekly pay period after Board approval,~~ other employees shall be approved for the same bilingual pay differential of ~~fifty cents~~ one dollar (\$1.0050) per hour if (1) the department head determines that bilingual skill is a requirement of the employee's position; and  
(2) the employee agrees to utilize his/her bilingual ability on the job and is able to demonstrate bilingual proficiency satisfactory to the County. Sign language may be treated as a bilingual skill pursuant to this subsection. Such assignments shall be in writing and must be renewed on an annual basis.
- (3) An employee who is in a special skills class that requires that the employee utilize cultural skill shall be entitled to a cultural pay differential of ~~fifty-five cents~~ one dollar (\$1.0055) per hour.
- (4) Half-time employees who were receiving \$15 per pay period for bilingual pay on December 8, 1985, or \$30 per pay period for bilingual and cultural pay on December 8, 1985, shall continue to receive the cents per hour equivalent of that amount so long as the employee remains a half-time employee.

For UPE

For the County

6-2-22

5/20/22

**2022 NEGOTIATIONS  
SACRAMENTO COUNTY PROPOSAL  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

*New Section 7.8 as follows:*

**7.8 SOCIAL WORKER PAY DIFFERENTIALS**

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

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

For the County of Sacramento:

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: \_\_\_\_\_

\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson

2022 NEGOTIATIONS  
SACRAMENTO COUNTY PROPOSAL  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT

New Section 7.8 as follows:

**7.8 SOCIAL WORKER PAY DIFFERENTIALS**

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

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

For the County of Sacramento:

Date: 6/2/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson

**2022 NEGOTIATIONS  
SACRAMENTO COUNTY COUNTER PROPOSAL NO. 22  
TO  
UNITED PUBLIC EMPLOYEES  
REPRESENTING EMPLOYEES IN THE WELFARE NON-SUPERVISORY UNIT**

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

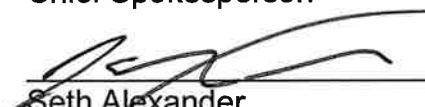
For the County of Sacramento:

Date: 6/2/22

  
\_\_\_\_\_  
Michael W. Jarvis  
Chief Spokesperson

For United Public Employees:

Date: 6-2-22

  
\_\_\_\_\_  
Seth Alexander  
Chief Spokesperson