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10:55 6/29/22

County of Sacramento  
LAST, BEST AND FINAL PROPOSAL  
To  
ASSOCIATION OF PROFESSIONAL ENGINEERS  
Bargaining Units 022 and 023

~~June 27, 2022~~  
7/1/22

The attached last, best, and final offer is submitted for the resolution of all issues currently being negotiated between the County of Sacramento and APECS as a successor to the MOU which expires on June 30, 2022.

All County or APECS proposals not specifically referenced herein shall be considered rejected or withdrawn from further negotiation. Rejection of any part of this settlement proposal will constitute rejection of the entire package.

If APECS accepts this proposal and ratifies a tentative agreement prior to midnight on June 30, 2022, all provisions shall be effective on June 19, 2022 (unless otherwise specified herein).

Total TIA  
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[Signature]  
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Proposal #	Description	Date
<b>County Proposals</b>		
CP04	Union Security	As provided 5/17/22 <i>attached</i>
CP05	Term	As provided 5/25/22 <i>attached</i>
CP06	Vacation Buy-Back	See attached proposal
<b>APECS Proposals</b>		
UP01	Holidays	See revised counter proposal (attached)
UP02	Professional Reimbursement	See attached counter proposal
UP04	Longevity	See attached counter proposal
UP05	Salary	See revised counter proposal (attached) <i>revised 7/11/22</i>
<b>Tentative Agreements</b>		
CP02	Mileage Reimbursement	T/A 5/25/22
CP03	Discipline & Discharge	T/A 6/7/22

**2022 NEGOTIATIONS**

**COUNTY OF SACRAMENTO PROPOSAL #54  
TO  
APECS  
REPRESENTING EMPLOYEES IN THE ENGINEERS AND ARCHITECTS  
SUPERVISORY AND NON-SUPERVISORY UNITS (022, 023)**

Revise Article III as follows:

**ARTICLE III  
UNION SECURITY AGENCY SHOP**

**3.1 UNION SECURITY**

a. It is the intent of this Article to provide for payroll deductions of Union members to be deducted from their warrants insofar as permitted by law. APECS shall provide the County with a list of employees for whom membership dues should be deducted from the paycheck. APECS shall provide the County with any subsequent modifications to that list.

b. (1) Employees who are members of the Union on the date upon which this MOU is executed or who become members of the Union during the term of this MOU shall remain members during the term of this MOU except that such employees may withdraw during the month of July of any year.

(2) The written authorization for approved insurance and benefit programs and the amount of dues deducted from Union members' warrants shall be changed by the County upon written request of the Union.

(3) The Union agrees to indemnify, defend and hold the County harmless against any claims made of any nature and against any suit instituted against the County arising from its deductions for dues or other programs of the Union.

**3.1 AGENCY SHOP CONDITION OF EMPLOYMENT**

All regular employees in the Engineers and Architects Non-Supervisory Unit on or after the effective date of this article shall, as a condition of continued employment, beginning with the second full pay period after notice is given to employees in accordance with Section 3.5 and until the termination of the Agreement, either:

a. Become a member of APECS; or,

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- ~~b. Pay to APECS a fair share fee for services rendered by APECS in an amount equal to the monthly periodic dues of the regular membership, less costs which are not related to the administration of this Agreement and the representation of employees, but in no event to exceed 90% of the regular membership dues; provided, however, that each employee will have available to him/her membership in APECS on the same terms and conditions as are available to every other member of APECS; or~~
- ~~c. (1) Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and,~~
- ~~(2) Pay a sum equal to the agency fee described in Subsection 3.1 b. to a non-religious, non-labor charitable fund chosen by the employee from those charities listed within United Way or CHAD. The employee shall furnish written proof to the County and APECS that this contribution has been made.~~
- ~~d. Any solicitations or representations made to employees for the purposes of~~
- ~~APECS membership or payment of fair share fees shall clearly state that such membership or requirements for fair share fee relate solely to APECS and to no other organization.~~

### ~~3.2 SEPARATION FROM UNIT EXCEPTION~~

~~The condition of employment specified above shall not apply during periods of separation from the representation unit by any such employee but shall reapply to such employee commencing with the second full pay period following the return of the employee to the representation unit. The term separation includes transfers out of the unit, layoff, and leaves of absence with a duration of more than two (2) full pay periods. The condition of employment specified above shall not apply to newly hired employees until the beginning of the third full pay period of employment.~~

### ~~3.3 FAIR SHARE SERVICE FEE DETERMINATION AND DISCLOSURE~~

~~Only the costs of the following activities shall be considered by APECS when making a determination of the amount of the fair share service fee of non-members:~~

- ~~a. Expenditures for representation on behalf of employees in the unit (for example, the fees and expenses of APECS representative and staff support including research of and preparation for a negotiating position).~~
- ~~b. Expenditures for contract administration (for example, meetings and~~



~~discussions with management concerning grievances under the contract, meetings with employees as part of grievance resolution, and costs of representatives for arbitration, shorthand reporters, or attorneys in enforcing the Agreement and staff support including research and preparation).~~

### ~~3.4 EXPENDITURES NOT INCLUDABLE IN DETERMINATION OF THE FAIR SHARE FEE~~

~~a. Under no circumstances shall expenditures inconsistent with applicable law be included in any way in the calculation or determination of the fair share fee. Examples of such include, but are not limited to:~~

~~(1) Organizing and recruiting activities outside APECS Supervisory and Non-Supervisory Units.~~

~~(2) Payment to affiliates, except for payments for activities under Section 3.3 above.~~

~~(3) Social activities.~~

~~(4) Charitable and philanthropic activities.~~

~~(5) Insurance and other benefit programs.~~

~~(6) Any strike or concerted activity fund.~~

~~b. Costs other than those described in Section 3.3 above shall not be considered when making a determination of the fair share service fee of non-members.~~

### ~~3.5 FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE~~

~~Upon the effective date of the agency shop provided in Section 3.13 a. of the Agreement and annually thereafter, within sixty (60) days after the end of its fiscal year, APECS shall post in locations where notices to employees are customarily placed and mail to the County and to all employees a "Fair Share Fee Explanation and Notice of Right to Challenge." Such notice shall also be given to all new employees hired into the unit prior to the solicitation or collection of any membership dues or fair share fees. Such notice shall include:~~

~~a. An accounting prepared and signed by an auditor from a certified public accounting firm with the overall purpose of providing an itemization of the expenditures of APECS in detail necessary for an employee to be able to reasonably determine what portion of regular membership dues would be allocable to the cost of negotiation and contract administration~~



~~as defined in Section 3.3 above.~~

~~b. The amount of the fair share service fee: Such fee shall not exceed the proportion of dues calculated in Section 3.3 above.~~

~~c. The procedure on how non-members may file a challenge with the APECS to the amount of the fair share fee. Such procedure shall include an escrow account for the monies reasonably in dispute and a final step of arbitration with a neutral arbitrator. APECS shall provide the County with copies of all challenges and arbitration decisions.~~

### ~~3.6 FAILURE TO POST FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE~~

~~Should APECS fail to post the required annual Fair Share Fee Explanation and Notice of Right to Challenge set forth above within the required sixty (60) days after the effective date of the agency shop or the end of its fiscal year, the County shall have the right to give APECS two (2) pay periods notice to provide the required notice. If APECS fails to provide the required notice by the expiration of the two (2) pay periods, then the County shall make no further payroll deductions of any kind on behalf of APECS (dues, fair share fees, insurance, et cetera) until such time as APECS provides the required notice.~~

### ~~3.7 LABOR ORGANIZATION ANNUAL REPORT~~

~~Annually, APECS shall file with the Director of Labor Relations a fully completed copy of the U.S. Department of Labor Form LM-2 (Labor Organization Annual Report) which shall serve as the required financial disclosure pursuant to Government Code Section 3502.5 (d). If APECS has paid or distributed all or a portion of the dues or fees collected to any other organization for the purpose of providing direct and ongoing representation to employees in the unit, APECS shall also be required to submit fully completed LM-2 forms from those organization(s) at the same time APECS submits its completed LM-2. All LM-2's submitted pursuant to this section shall be signed by a certified public accountant from a certified public accounting firm and shall be made available to employees in the unit.~~

### ~~3.8 FAILURE TO FILE LABOR ORGANIZATION ANNUAL REPORT~~

~~APECS shall submit the required LM-2(s) no later than sixty (60) calendar days after the end of its fiscal year. If APECS fails to provide the County with the required LM-2(s), then the County shall have the right to give APECS two (2) pay periods notice to provide the required LM-2 form. If APECS fails to provide the required LM-2(s) at the expiration of the two (2) pay periods, then the County shall make no further payroll deductions of any kind on behalf of APECS (dues, fair share fees, insurance, et cetera) until such time as APECS provides the required LM-2(s).~~



### ~~3.9 JUST CAUSE FOR TERMINATION~~

~~The parties agree that any failure of an obligated employee to pay a fair share service fee shall constitute reasonable and just cause for discharge.~~

### ~~3.10 PROCEDURE FOR FAIR SHARE TERMINATION~~

~~The procedure in all cases of discharge for violation of the obligation to pay a fair share service fee shall be as follows:~~

- ~~a. APECS shall notify the employee (a copy to the appointing authority) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering a fair share service fee, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, APECS will request that the employee be terminated as provided in this section.~~
- ~~b. If the employee fails to comply, APECS shall file with the appointing authority, in writing, proof of compliance with Subsection a., the specific charges, and a demand that the employee be terminated. The charges shall include:
 
  - ~~(1) A statement that it is proposed that the employee be discharged from employment;~~
  - ~~(2) A statement of the cause of the proposed discharge of the employee;~~
  - ~~(3) A statement in ordinary and concise language of all specified facts or omissions upon which the cause is based;~~
  - ~~(4) A copy of all APECS documents relevant to the proposed action or a statement advising the employee and his/her appointing authority of the time and place where they may have access to such documents.~~~~
- ~~c. The County shall serve a copy of the written charges upon the employee either personally or by certified mail, return receipt requested. The appointing authority shall give written notice to APECS and the employee of the scheduled date of a hearing by the appointing authority.~~
- ~~d. The parties to the hearing shall be APECS, the employee, and the County.~~
- ~~e. The appointing authority shall determine whether APECS has established cause to terminate the employee because of the violation of this section.~~

~~If the appointing authority determines that there is cause for termination of the employee, the appointing authority shall terminate said employee within ten (10) days after making such determination. An employee with permanent civil service status may appeal the order of termination pursuant to the Civil Service Rules.~~

- ~~f. APECS shall bear all costs of terminating the employee, including all costs of the County in defending any appeal of an employee from the County's termination of such employee for failure to pay a fair share service fee. Such reimbursed costs shall not include payment of the attorney selected by the County to prosecute and defend the termination action.~~

### ~~3.11 INDEMNIFICATION~~

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

### ~~3.12 PAYROLL AUTHORIZATION REQUIREMENTS~~

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

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

### ~~3.13 PRECONDITIONS TO IMPLEMENTATION OF FAIR SHARE/AGENCY SHOP PROVISIONS~~

~~The provisions of the Agreement regarding agency shop are subject to the following conditions:~~

~~a. The agency shop provisions shall not be effective until two (2) full pay periods after APECS has provided the County with a certified list of~~  
 APECS

~~members who are regular employees in the bargaining unit, and said list shall be equal to at least 66 2/3% of the regular employees in the bargaining unit. The term "APECS members" shall include employees~~

who

~~have applied for membership in APECS and currently are paying initiation fees to APECS.~~



~~b. APECS and the County mutually agree that the election provided for in  
Subsection b. of Section 3502.5 of the Government Code:~~

- ~~(1) Shall be determined by a simple majority of those voting;~~
- ~~(2) Shall be conducted following election security procedures that apply to the conduct of employee representation elections that are subject to Chapter 2.79 of the Sacramento County Code; and,~~
- ~~(3) Only regular employees, in good standing, shall be eligible to vote.~~

### ~~3.14 MAINTENANCE OF MEMBERSHIP~~

~~Employees in the Engineers and Architects Supervisory Unit who are members, or who become members of APECS, shall remain members during the term of this Agreement unless cancelled in writing between May 15 and May 30 of any year.~~

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**2022 NEGOTIATIONS**  
**COUNTY OF SACRAMENTO PROPOSAL #5**  
**TO**  
**APECS**  
**REPRESENTING EMPLOYEES IN THE ENGINEERS AND ARCHITECTS**  
**SUPERVISORY AND NON-SUPERVISORY UNITS (022, 023)**

Revise Article XX as follows:

**ARTICLE XX**  
**TERM**

**20.1 TERM**

a. The provisions of this Agreement shall be effective the pay period following Board approval, except as otherwise specifically provided.

b. This Agreement shall remain in full force and effect from July 1, 2022~~48~~, to and including June 30, 2025~~4~~.

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**2022 NEGOTIATIONS**

**COUNTY OF SACRAMENTO PROPOSAL #06**

**TO**

**APECS**

**REPRESENTING EMPLOYEES IN THE ENGINEERS AND ARCHITECTS**

**SUPERVISORY AND NON-SUPERVISORY UNITS (022, 023)**

**12.1 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 employee upon completion of the regular work assignment on the last day of the biweekly pay period in which it is earned.

b. All employees shall accrue vacation and accumulate vacation in accordance with the following schedule.

<u>Years of Service</u>	<u>Biweekly Accrual Rate</u>	<u>Number Annual Days*</u>	<u>Approximate Accrued Maximum</u>
During first 3 years	3.1 hrs	10	240
After completion of 3 years	4.6 hrs	15	320
After completion of 6 years	5.5 hrs	18	400
After completion of 9 years	5.8 hrs	19	400
After completion of 10 years	6.2 hrs	20	400
After completion of 11 years	6.5 hrs	21	400
After completion of 12 years	6.8 hrs	22	400
After completion of 13 years	7.1 hrs	23	400
After completion of 14 years	7.4 hrs	24	400
After completion of 15 years	7.7 hrs	25	400

\*eight-hour day

c. Consistent with the requirements of the department as determined by the appointing authority, employees shall be eligible to use accrued vacation as provided in this section. An employee who separates or is terminated from County service or who takes military leave in excess of one hundred and eighty (180) days shall be paid the full monetary value of his full vacation. Such payment to an employee who separates or is terminated shall be made on the last workday of actual duty or as soon thereafter as possible.

d. Whenever possible vacation shall be granted at the time requested by the employee. In order to avoid undue disruption of work activity or to minimize conflicts with other employees' vacations, the appointing authority may place reasonable

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seasonal or other restrictions on the use of accrued vacation. If said restrictions of the use of vacation would cause the employee to lose the use of said vacation, the appointing authority will make application to the Department of Personnel Services for authorization of the accrual of more than the number of hours specified in this section. The appointing authority shall have the authority to schedule vacation at the convenience of the department in order to minimize or eliminate accrual in excess of the normal accrual maximum.

e. 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.

**f. 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".**

T/A 7/1/22  
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**2022 NEGOTIATIONS**  
**COUNTY OF SACRAMENTO REVISED COUNTER PROPOSAL**  
**TO APECS PROPOSAL #1**  
**TO**  
**APECS**  
**REPRESENTING EMPLOYEES IN THE ENGINEERS AND ARCHITECTS**  
**SUPERVISORY AND NON-SUPERVISORY UNITS (022, 023)**

*Revise Article VIII as follows:*

**ARTICLE VIII**  
**HOLIDAYS**

**8.1 HOLIDAYS**

a. All regular employees shall be entitled to such holidays with pay as are 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) Such holidays shall include:
  - (a) January 1, New Year's Day
  - (b) Third Monday in January, Martin Luther King, Jr.'s Birthday Observance
  - (c) February 12, Lincoln's Birthday
  - (d) Third Monday in February, George Washington's Birthday Observance
  - (e) March 31, Cesar Chavez Birthday Observance
  - (f) Last Monday in May, Memorial Day
  - (g) July 4, Independence Day
  - (h) First Monday in September, Labor Day
  - (i) Second Monday in October, Columbus Day
  - (j) November 11, Veterans' Day

- (k) Thanksgiving Day
  - (l) Day after Thanksgiving
  - (m) December 25, Christmas Day
- (2) When January 1, February 12, March 31, 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, July 4, November 11 or December 25 falls on Saturday, regular employees who work in a unit for which the normal schedule does not include Saturday and Sunday shall be entitled to the preceding Friday as a holiday with pay.
- (4) **Contingent upon agreement with all recognized employee organizations, the above holidays shall be modified to include a Juneteenth Holiday, with observance on June 19th.**
- b. Regular employees, if required to work on a holiday, shall receive overtime compensation in addition to holiday pay.
- c. 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/she shall be credited with four (4) hours compensatory time off.

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**2022 NEGOTIATIONS**  
**COUNTY OF SACRAMENTO COUNTER PROPOSAL**  
**TO APECS PROPOSAL #2**  
**TO**  
**APECS**  
**REPRESENTING EMPLOYEES IN THE ENGINEERS AND ARCHITECTS**  
**SUPERVISORY AND NON-SUPERVISORY UNITS (022, 023)**

**ARTICLE XIII**  
**CAREER DEVELOPMENT**

Revise Article 13.2 as follows:

**13.2 EDUCATION/PROFESSIONAL REIMBURSEMENT**

- a) Effective the first pay period following Board approval of this MOU, the County will provide education reimbursement for education costs incurred by regular employees who apply for such reimbursement in accordance with the policies and procedures governing the education reimbursement program. ~~The maximum reimbursement shall be \$1,500 per year.~~
- b) Effective the first pay period following Board approval of this MOU, the County will reimburse regular employees for expenses related to professional development; employees are responsible for certifying that expenses are work related.
- c) Employees may choose to utilize a combination of either a) or b) above up to a combined maximum of one thousand five hundred dollars (\$1,500) per fiscal year.

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**2022 NEGOTIATIONS**

**COUNTY OF SACRAMENTO COUNTER PROPOSAL  
TO APECS PROPOSAL #4  
TO  
APECS  
REPRESENTING EMPLOYEES IN THE ENGINEERS AND ARCHITECTS  
SUPERVISORY AND NON-SUPERVISORY UNITS (022, 023)**

Revise Article XI, to add new Section 11.9 as follows:

**ARTICLE XI  
SALARIES**

**11.9 Longevity Pay**

**Effective the first full pay period following approval of this MOU by the Board of Supervisors, 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.**

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salary proposal  
7/1/22*

**2022 NEGOTIATIONS**  
**COUNTY OF SACRAMENTO COUNTER PROPOSAL**  
**TO APECS PROPOSAL #5**  
**TO**  
**APECS**  
**REPRESENTING EMPLOYEES IN THE ENGINEERS AND ARCHITECTS**  
**SUPERVISORY AND NON-SUPERVISORY UNITS (022, 023)**

Revise Article XI, Section 11.1 as follows:

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**ARTICLE XI**  
**SALARIES**

**11.1 SALARY INCREASES**

~~a. 2018-19 Salaries: Effective the first pay period following the approval of the 2018-2021 labor agreement by the Board of Supervisors, salaries shall be increased by three percent (3%) for all classes. Additionally, all employees shall receive an additional one percent (1%) in exchange for discontinuing the \$25 contribution per pay period made by the County to each employees' Retiree Health Savings Plan.~~

~~b. 2019-20 Salaries: Effective the first pay period of July 2019, salaries shall be increased based on the average percent year to year change in the Consumer Price Index (United States City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2019, rounded to the nearest one tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) or more than four percent (4%). Additionally, all employees in the Non-Supervisory Unit (022) shall receive a one percent (1%) equity.~~

~~c. Fiscal Year 2020-21: Effective the first pay period of July 2020, salaries shall be increased based on the average percent year to year change in the Consumer Price Index (United States City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2020, rounded to the nearest one tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) or more than four percent (4%). Additionally, all employees in the Non-Supervisory Unit (022) shall receive a one percent (1%) equity.~~

a. Effective the first full pay period following approval of this MOU by the Board of Supervisors, salaries shall be increased four percent (4%). Additionally, all employees in the Supervisory and Non-Supervisory Units (023 and 022) shall receive a two percent (2%) equity.

b. Effective June 18, 2023, salaries shall be increased by four percent (4%).

c. Effective June 30, 2024, salaries shall be increased based on the average percent year-to-year change in the Consumer Price Index (United States City

**Commented [GC1]:** This should be effective June 19th



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 (1/20%); provided, however, such increase shall not be less than two percent (2%) or more than four percent (4%).

~~e. Effective June 25, 2006, a new maximum salary step will be added to the salary schedule. Regular employees will be advanced one (1) step on the salary schedule without a change in anniversary date.~~

~~f. Following ratification and Board approval of the 2014-2018 labor agreement, the special recruitment and retention payment of \$1,500 negotiated in 2006, shall cease. Employees hired before the approval of the 2014-2018 agreement who have received the recruitment and retention payment and leave the County prior to the completion of one (1) full year of service will have this payment deducted from any monies due at time of separation from the County.~~

**LETTER OF UNDERSTANDING  
BETWEEN  
COUNTY OF SACRAMENTO  
AND  
ENGINEERS AND ARCHITECTS  
SUPERVISORY AND NON-SUPERVISORY UNITS**

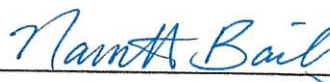
The County and Union agree that new monies in the new 2022-2025 agreement for the Engineers and Architects Units (022/023) shall retro back to June 19, 2022 as applicable except as otherwise specifically provided and/or expressly stated.

7/18/2022

Date



\_\_\_\_\_  
Matt Connolly  
Labor Relations Manager  
County of Sacramento



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Nanette Bailey  
President  
Association of Professional  
Engineers, County of  
Sacramento (APECS)