

AGREEMENT

BETWEEN

COUNTY OF SACRAMENTO

AND

**SACRAMENTO COUNTY SUPERVISING PROBATION OFFICERS
ASSOCIATION**

COVERING ALL EMPLOYEES IN THE

SUPERVISING PROBATION OFFICERS UNIT

2018-2021

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EXHIBIT "A"
EXHIBIT "B"

PURPOSE

This Agreement states, in writing, the agreement reached by the representatives of the County of Sacramento (hereinafter "County") and the Sacramento County Supervising Probation Officers (hereinafter "SCPSA"). 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 Supervising Probation Officer employees (hereinafter "employees") represented by SCPSA.

ARTICLE I RECOGNITION AND COVERAGE

1.1 RECOGNITION

- a. County recognizes SCPSA as the exclusive negotiating agent for all employees in Representation Unit 024.
- b. SCPSA recognizes the County Executive as the negotiating representative for County and shall negotiate exclusively with him/her or his/her designee, except as otherwise specifically spelled out in this Agreement.

1.2 COVERAGE OF EMPLOYEES

- a. Representation Unit 024 consists of all employees in the classes listed in Exhibit "A" appended hereto.
- b. This Agreement applies only to employees in the above described representation unit.

ARTICLE II ASSOCIATION RIGHTS

2.1 ASSOCIATION SECURITY

- a. It is the intent of this section to provide for payroll deductions of SCPSA members to be deducted from their warrants insofar as permitted by law. The County agrees to deduct and transmit to the SCPSA all authorized deductions from all SCPSA members within the foregoing units who have signed an approved authorization card or cards for such deductions in a form agreed upon by the County and SCPSA.

- b. (1) The written authorization for SCPSA dues deductions shall remain in full force and effect, during the life of this Agreement between the County and SCPSA, unless canceled in writing.
- (2) The written authorization for approved insurance and benefit programs and the amount of dues deducted from SCPSA members' warrants shall be changed by the County upon written request of the SCPSA.
- (3) SCPSA 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 check-off for the dues, insurance or benefit programs of the SCPSA.

c. "Approved insurance and benefit programs" are those which the County has approved as being non-competitive or non-duplicative of County-offered programs. The County reserves the right to disapprove any insurance program, in advance, if competitive or duplicative; and, to cancel all SCPSA insurance and benefit program payroll deductions where they are established without prior County approval. It is understood that life insurance, except for accidental death and dismemberment, is competitive and duplicative of County-offered programs. It is also understood that the Long Term Disability Program offered members by SCPSA is not competitive and duplicative of County-offered programs.

d. Solicitation and/or servicing of SCPSA insurance and benefit programs shall not interrupt on-duty employees nor be conducted in County facilities without prior approval of the County.

2.2 ASSOCIATION NOTICES AND MEETINGS

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

b. Use of County meeting facilities requires reasonable advance notice to the appropriate County official and is subject to County use of such facilities; provided, however, that once scheduled, such SCPSA 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. The SCPSA shall be entitled to reasonable use of designated bulletin boards at all offices and work locations where they are established or where they may be reasonably necessary.

d. The SCPSA shall also have the right to incidental use of the County's e-mail system and FAX equipment for the purpose of communication with an individual member in the bargaining unit. Such incidental use shall not include mass distribution of Association materials or announcements or other use inconsistent with the County's Information Technology Policies.

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

f. The SCPSA shall have 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 SCPSA as officers and/or stewards. The County shall not be held responsible for untimely or lost mail.

ARTICLE III COUNTY RIGHTS

3.1 COUNTY RIGHTS

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

b. This Agreement is not intended to restrict consultation with employee organizations regarding matters within the right of the County to determine.

ARTICLE IV GENERAL PROVISIONS

4.1 NON-DISCRIMINATION

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

4.2 STRIKES AND LOCKOUTS

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

b. The SCPSA agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the County. In the event that the SCPSA members participate in such activities in violation of this provision, the SCPSA shall 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 APPLICATION OF PERSONNEL ORDINANCE

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

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

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

4.4 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. 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 of the regular grievance procedure.

c. If SCPSA is not satisfied with the County's third step decision concerning an alleged violation of Subsection a., above, SCPSA, within fourteen (14) calendar days of receipt of the decision, may request mediation of the grievance. The parties 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. Upon request of the employee, a written reprimand and any written rebuttal submitted by the employee shall be removed from an employee's personnel files if the employee has worked for a three (3) consecutive year period subsequent to receipt of the written reprimand, without receipt of any additional letters of reprimand or disciplinary action. Notwithstanding the three year time frame above, an employee may request removal before 3 years. Removal of the letter of reprimand prior to the three-year time frame is at the discretion of the appointing authority, but shall not be unreasonably denied.

4.5 WAIVER CLAUSE

The parties acknowledge that, for the life of this Agreement, each voluntarily waives the right and each agrees that the other shall not be 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 shall 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 V GRIEVANCE AND ARBITRATION PROCEDURE

5.1 PURPOSE

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

b. The purposes of this procedure are:

- (1) To resolve grievances informally at the lowest possible level;
- (2) To provide an orderly procedure for reviewing and resolving grievances promptly;
- (3) To determine and correct if possible the 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 the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.

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

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

d. As used herein, representative or the Association representative, if an employee of the County, refers to an employee designated in writing by the Association as such.

e. As used in this procedure, the term "workday" means a day of work for the party appealing or responding to the grievance.

5.3 TIME LIMITS

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

5.4 PRESENTATION

An employee or the Association representative, or both may present a grievance while on duty. On group grievances, the Association agrees to limit the number of employees participating on behalf of the Association 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.

5.6 APPLICATION

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

5.7 INFORMAL DISCUSSION

The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Association representative. Within five (5) workdays, the immediate supervisor shall give his/her 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 the Association 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 Subsection (1), the period in which to bring the grievance shall not be extended by Subsection (2).

c. A formal grievance shall be initiated in writing on a form prescribed by the County and shall be filed with the persons designated by the appointing authority as the first level of appeal. The grievant may be represented by an Association representative.

d. Within ten (10) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall hear and investigate the grievance and give his/her decision in writing.

5.9 FORMAL GRIEVANCE - STEP 2

a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision within five (5) workdays to the appointing authority or his/her designee. The grievant may be represented by an Association representative. If

the appointing authority or his/her designee is the first level of appeal, the grievant may bypass Step 2.

b. Within ten (10) workdays the appointing authority or his/her designated representative shall respond in writing to the grievance. If a meeting is held between the Union and the Step 2 designee, the appointing authority shall have ten (10) workdays from the date of the meeting to respond.

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. The grievant may be represented by an Association representative.

b. Hearing and Response - Step 3: The County Executive or his/her designated representative shall, 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 his/her representative shall 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 County Executive or his/her designated representative is not satisfactory to the Association, the Association shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the County Executive or his/her designated representative within ten (10) workdays of receipt of his/her decision.

5.12 RESPONSE

If the County fails to respond to a grievance within the time limits specified for that step, the grievant or the Association shall have the right to appeal to the next step, except that only the Association shall have 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 shall be sent to the Association at the same time as the decision is sent to the Association representative of record, if any, and to the grievant.

5.14 SELECTION OF ARBITRATOR

a. An impartial arbitrator shall 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 shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators.

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

d. If an arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as per Subsection b. above, and the selection shall be made as in Subsection c. above, unless an arbitrator can be mutually agreed upon.

5.15 DECISION

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

b. The arbitrator shall have no authority to add to, delete or alter any provision of this Agreement nor shall the arbitrator substitute his/her discretion in any case where the County is given or retains such discretion. The arbitrator shall limit his/her decision to the application and interpretation of the provisions of this Agreement.

5.16 COSTS

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

b. The fees and expenses of a court reporter if required by the arbitrator and agreed to by the parties shall be shared equally by the parties.

5.17 WITNESSES

The County agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this Agreement. The Association agrees that the number of witnesses requested to attend, and their scheduling shall be reasonable. The County shall 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 he/she does not have authority to resolve a pending grievance,

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

ARTICLE VI HOURS OF WORK AND OVERTIME

6.1 MANAGEMENT TIME

The County shall continue to rely upon the Management Time Off (MTO) policy first approved by the County Executive on February 20, 1986 and reissued by the County Executive on June 29, 2007.

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 shall be prorated based on the number of hours worked.

c. Vacation, sick leave, holiday, and family death leave benefits will be 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 shall be eligible for group medical insurance and health benefits, group dental benefits, and life insurance; and the County shall make contributions in the same amount as for full-time regular employees.

ARTICLE VII SALARIES

7.1 SALARY STEP INCREASES

a. Only regular employees shall be eligible for salary step increases. Increases to steps above the entry step shall be based on performance and length of service. The employee must have earned the equivalent of at least twenty-six (26) biweekly pay periods (2080 work hours) of full-time eligible service since his or her last step increase date.

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

c. Upon change in class which results in a salary decrease, an employee shall retain the same step increase date as was in place prior to change in class.

d. Upon promotion from outside the unit to a class in the unit, an employee shall receive a new step increase date when the salary increase received is 9.5% or higher. Employees in the unit shall be governed by the salary administration provisions.

e. An employee in Step 9 shall have no step increase date, and service in Step 9 shall not be 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. 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. In such cases the County shall, for purposes of future compensation, adjust such compensation to the correct amount. The Director also shall 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, reimbursement shall 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 shall reimburse the County in the overpayment amount which has 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 his or her 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 shall 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 2 direct deposits for 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 shall be made in installments until

the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge against future accruals shall not be permitted. Pursuant to IRS regulations the value of the leave adjustment is taxable and will be 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 reimbursement 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 shall have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County shall have the right to exercise other legal means to recover the additional amount owed.

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

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

e. The provisions of this section apply only to errors involving base salary or overtime cash payment and paid leave accruals, balances, or usage. No provision of this Agreement shall preclude the correction or recovery by the County of past overpayments, 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 shall be made in installments until the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge against future accruals shall not be permitted. Pursuant to IRS regulations the value of the leave adjustment is taxable and will be included in wages paid during the period the leave adjustment is made. If the error has resulted in an underpayment, premium reimbursement shall be made by the County to the employee. An employee whose employment terminated prior to full reimbursement of an overpayment shall have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County shall have the right to exercise other legal means to recover the additional amount owed.

7.3 SALARY ADMINISTRATION

a. Entry Step: The entry step within the established range for each class shall be Step 5 unless specifically designated as Step 6, 7, 8, or 9. Except as otherwise provided below, any person appointed to a class shall receive the entry step of the range of such class and shall accrue other benefits as a new employee.

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

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

d. Return to Former Class: An employee who is returned to a former class following promotion, transfer or demotion due to layoff, shall receive that step of the range which he/she would have received had he/she 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 shall receive the lowest step in the new class which 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 shall receive the lowest step in the new class which provides an increase of at least 5%.

f. Transfer: Upon transfer of an employee, the employee shall receive the same step in the new range as he or she received in the former range. For purposes of this provision, a transfer is a change between classes 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 which has a maximum salary rate which is at least 5% lower than the maximum salary rate of the former class. Whenever an employee is demoted due to layoff, without cause or inability on his/her part, his/her salary shall be that step in the new range which provides an equal salary, or in the absence thereof, the nearest lower salary, to that received prior to the demotion. In all cases of demotion for cause, the employee shall receive the same step in the lower range as he/she received in the higher range. An employee with permanent status in a class who, with the approval of the appointing authority, voluntarily demotes to a lower class shall receive the step in the lower range which provides an equal salary or, in the absence thereof, the nearest lower salary to that which was received prior to demotion.

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

i. Y-Rate: The Board of Supervisors may adopt a Y-rate to apply to: (1) an employee who would suffer an actual decrease in salary as a result of action taken by the County, without fault or inability on the part of the employee, or (2) an employee who is changing from one class series to another, as a normal consequent of career development through the County's upward mobility program, and the salary of the class the employee enters in the new class series is less than the salary the employee was receiving in the former class. A Y-rate means a salary rate, for an individual employee, which is greater than the established range for the class.

j. Y-Rate Salary Increase: An employee for whom a Y-rate is established shall not receive any increase in salary until such time as his/her rate of compensation is within the established range for the class, at which time the employee shall receive the

highest step of the range. The employee shall receive a proportionate decrease in salary whenever a lower range is established for the class in this Agreement.

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

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

m. Entry Step Adjustments: When the entry step for a class is adjusted to above Step 7 in the Agreement, the salary step for each employee in the class shall be increased in proportion to the change in entry step; provided, however, that no employee shall advance beyond Step 9.

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

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

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

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

r. Exceptional Qualifications: At the request of the appointing authority and subsequent to a recommendation by the 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 also shall be given to current employees in the same class who possess comparable qualifications and, if determined equivalent, adjustments shall be made by the County Executive.

7.4 SALARY INCREASES

a. Fiscal Year 2018-19: Effective the pay period following Board approval salaries shall be increased four percent (4%). In addition, the pay period following Board approval, unit employees shall receive a one-percent (1%) equity increase.

b. Fiscal Year 2019-20: Effective June 23, 2019, salaries shall be increased by three percent (3%). Also, effective June 23, 2019, employees shall receive a one-percent (1%) equity increase.

c. Fiscal Year 2020-21: Effective June 21, 2020, salaries shall be increased by three percent (3%). Also, effective June 21, 2020, employees shall receive a one-percent (1%) equity increase.

d. Three-Percent of the six-percent Standards and Training for Corrections Probation Officer and/or Senior Probation Officer Core Certificate shall be incorporated into the salary, as identified in Exhibit B, of the Supervising Probation Officer. Effective the first full pay period following ratification and approval by the Board of Supervisors, prior to application of salary increase identified in 9.1(a), the Supervising Probation Officer salary shall be increased by 3% accordingly. The 6% Probation/Sr. Probation Officer STC certificate identified in 7.16(a) shall be simultaneously reduced to 3%.

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

7.5 TRANSIT PASS

The transit subsidy shall be \$75 per month.

7.6 MILEAGE REIMBURSEMENT

The County shall reimburse employees who agree mutually with the County to provide their private cars for use on official business in lieu of using a County-owned car. The reimbursement shall be paid monthly on the filing of a claim therefor by the employee. The employee shall be reimbursed for any mileage traveled at a rate based upon the Internal Revenue Service business mileage deduction rate, for the first 600 miles of reimbursement. For over 600 miles, the reimbursement would be at the Internal Revenue Service business mileage deduction rate less \$.15 per mile.

At the discretion of the appointing authority, an employee may opt to receive the monthly minimum mileage claim of \$48 per month in lieu of submitting a claim of \$48. This option is not intended to compensate individuals who do not use a private vehicle for work, nor is it intended to increase the amount the employee would receive if actual miles were claimed.

7.7 EDUCATION REIMBURSEMENT

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

7.8 DEFERRED COMPENSATION

Sacramento County Code, Deferred Compensation Plans, Sections 2.83.061, and 2.83.200 through 2.83.360 will continue to be available to employees in Representation Unit 024 during the term of this Agreement, as consistent with State and Federal law.

7.9 OUT OF CLASS PAY

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

- a. 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 his/her designee. Such written authorization shall identify the anticipated period of the temporary assignment.
- b. The position to which the employee is temporarily assigned must be vacant or the incumbent must be absent from duty.
- c. The higher class to which the employee is assigned must have a salary range at least 5% higher than the salary range of the employee’s class who is being temporarily assigned.
- d. Out-of-class pay will be 5%.
- e. The minimum duration for an out-of-class assignment is one full work shift.
- f. Out-of-class pay will be applied to all hours within the duration of the assignment. The out-of-class pay shall continue 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.

g. Out-of-class pay shall not continue (nor is any compensation authorized) in excess of five months and twenty-nine days in a rolling calendar period, which begins on the first day of the out-of-class assignment.

h. 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 months and twenty-nine days requires the approval of the Appointing Authority and the Director of Personnel Services.

7.10 SICK LEAVE

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.

7.11 VACATION CASH-IN

a. Employees who have 240 hours or more accumulated vacation and the equivalent of 10 years or more full time continuous service, may elect to reduce his/her accumulated vacation by up to 40 hours in a calendar year and to receive cash payment in lieu of the vacation. Elections for cash-in of accumulated vacation shall be made in accordance with existing administrative procedures.

b. For calendar year 2020, employees shall be afforded a one-time opportunity to cash in an additional 40 hours for a total of 80 hour. Election for this cash-in will occur around December of 2019.

7.12 MANAGEMENT DIFFERENTIAL

Employees in the unit shall receive a 3.35% differential in recognition of their status as management employees.

7.13 DEFERRED COMPENSATION MATCH

Employees who contribute a minimum of 1% of their annual gross pay into the 457(b) deferred compensation plan, shall automatically receive a 1% match by the County which shall be placed in the County 401(a) plan.

7.14 BILINGUAL PAY

a. An employee who is in a selectively certified position or a special class, either of which requires that the employee utilize bilingual skill or knowledge of a specified culture, shall be entitled to bilingual-cultural pay as provided in this section.

b. Other employees shall be approved for bilingual-cultural pay 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 and/or cultural knowledge on the job; and
- (3) The employee is able to demonstrate bilingual proficiency that is satisfactory to the County; and
- (4) The assignment is in writing and reviewed on an annual basis.

c. Sign language may be treated as a bilingual skill pursuant to this subsection.

d. An employee who qualifies pursuant to the above shall be paid either:

- (1) Oral skills differential of thirty cents (\$.30) per paid hour per pay period. Effective the first biweekly pay period after Board approval, the oral skills differential shall increase to forty cents (\$.40) per paid hour per pay period; or
- (2) Oral/written skills differential of thirty-five cents (\$.35) per paid hour per pay period. Effective the first biweekly pay period after Board approval, the oral skills differential shall increase to fifty cents (\$.50) per paid hour per pay period.

The County shall determine if the employee is qualified to receive either the (1) oral skills differential or the (2) oral/written skills differential. Such determination of proficiency is not subject to Article V, Grievance and Arbitration Procedure.

7.15 MANAGEMENT TIME OFF

Employees in the bargaining unit shall be eligible for Management Time Off in accordance with Section 2.1000.080 of the Management Compensation Ordinance.

7.16 STANDARDS AND TRAINING FOR CORRECTIONS

a. A 3% pay differential shall be paid to the employees in the class of Supervising Probation officer with prior completion of Standards and Training for Corrections Probation officer or Senior Probation Officer core training.

b. Employees in the class of Supervising Probation Officer, upon placement into the classification, will be eligible for a 56% differential in recognition of securing a Standards and Training for Corrections Supervisor certificate. In order for employees to

continue receiving such certificate pay employees must receive the certificate within 12 months of placement into the Supervising Probation Officer classification.

7.17 WATCH COMMANDER DIFFERENTIAL

A 5% special pay differential shall be paid for Supervising Probation Officers assigned to juvenile institutions and designated as "Watch Commander" during their shift. This differential shall apply to Supervising Probation Officers for only the hours designated as "Watch Commander". This differential will remain in place until terminated by the department head or at the discretion of the agency administrator.

7.18 SHIFT DIFFERENTIAL

Employees working a Night Shift as identified by Personnel Ordinance Section 2.78.495 shall receive a differential of 7 ½ % of the employee's regular rate of pay for the class.

7.19 CTO UPON PROMOTION

Employees promoting into Supervising Probation Officer class who have CTO balances accrued in a subordinate class shall have those balances cashed out upon promotion into the Supervising Probation Officer class.

ARTICLE VIII HOLIDAYS

8.1 HOLIDAYS

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

- (1) The holidays are: January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, 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, 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 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.

b. It is the intent of the parties that County employees shall take off from work the Fridays enumerated herein except where the appointing authority requires otherwise.

c. 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 (4.3) hours each biweekly pay period.

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 benefit shall be prorated for part-time employees.

ARTICLE IX LEAVES

9.1 VACATION LEAVE WITH PAY

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. Employees shall accrue vacation and accumulate vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Biweekly Accrual Rate</u>	<u>Approximate Number Annual Days*</u>	<u>Accrued Maximum</u>
Less than 3 years	3.1 hours	10	240
More than 3 years, less than 6 years	4.6 hours	15	320
More than 6 years, less than 9 years	5.5 hours	18	400
More than 9 years, less than 10 years	5.8 hours	19	400
More than 10 years, less than 11 years	6.2 hours	20	400
More than 11 years, less than 12 years	6.5 hours	21	400

More than 12 years, less than 13 years	6.8 hours	22	400
More than 13 years, less than 14 years	7.1 hours	23	400
More than 14 years, less than 15 years	7.4 hours	24	400
More than 15 years	7.7 hours	25	400
*eight hour day			

c. 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.

d. Employees may accumulate vacation to the maximum hours in accordance with 8.1 b. Employees who reach their vacation maximum accrual rate shall not be entitled to cash payment for any hours exceeding the maximum accrual rate.

e. All employees shall be eligible to use accrued vacation. The appointing authority shall determine the period when accrued vacation time may be taken by each employee, 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 shall be paid the monetary value of his/her full terminal vacation.

9.2 SICK LEAVE

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

b. Sick leave may be used consistent with reasons in 9.2(c) for the following relationships to the employee:

- 1) Self;
- 2) Child (biological, adopted foster, step, legal ward, or a child to whom the employee stands in loco parentis);
- 3) Parent (biological, adoptive, foster, step, legal guardian to employee or employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor child);
- 4) Spouse;
- 5) Registered Domestic Partner;
- 6) Grandparent;
- 7) Grandchild
- 8) Sibling;

9) Any other close relative or child who resides with the employee

c. Sick leave shall be provided for the relationships in 9.2(b) for the following purposes:

1) Employee is physically or mentally unable to perform his/her duties due to illness, injury, dental work or medical condition, including pregnancy;

2) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or employee's family member, including childbirth (inclusive of transportation to and from medical facility);

3) For an employee who is a victim of domestic violence, sexual assault, or stalking as defined in Labor Code Sections 230(c) and 230.1(a); and

4) Employee's Donation of Blood—scheduled at the discretion of the appointing authority, not to exceed four hours in any instance and only approved upon submission to the appointing authority of an official blood bank receipt reflecting the donation;

d. The appointing authority may require reasonable substantiation of the need for, and use of, sick leave except where prohibited by state or federal leave protections.

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

f. Additional sick leave, not to exceed thirty (30) working days, may be granted to an employee by the Director of Personnel Services when, in the judgment of the Director, such additional sick leave is the result of an illness or injury that has occurred in the course and scope of the employee's County employment and when the employee has exhausted all other sick leave balances. At the end of such illness or injury, all such unused additional sick leave shall be deducted from the employee's sick leave balances.

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 shall be paid the monetary value of all 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 shall have 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 shall authorize family death leave with pay, for a regular employee, when needed, due to the death of his/her:

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

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

c. Such absence for family death shall be limited to time which is definitely required and shall not exceed 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, four-fifths employee to a maximum of thirty-two [32] hours, a full-time employee to a maximum of forty [40] hours).

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

9.5 PARENTAL LEAVE

a. Each regular County employee with at least one (1) year of continuous service shall be entitled to schedule paid parental leave upon the birth of the employee's child, the birth of the employee's registered domestic partner's child or during the process of an adoption of a minor child by an employee. In the case of an adoption, the entitlement shall arise upon both: (1) verification of the intent to adopt 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 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 employee shall be one hundred and sixty (160) hours. Parental leave shall be prorated for part-time regular employee. Parental leave shall not extend beyond six (6) months from either: (1) the date of birth of the employee's child, or the employee's domestic partner's child, or (2) in the case of adoption, the initial date of residence of such child with the employee. The maximum one hundred and sixty (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. An employee 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 (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.

h. If the birth or adoption of a minor child takes place while the employee is on military leave, an extension may be granted. The extension is equal to the amount of time taken for military leave but cannot exceed six additional months.

9.6 JURY DUTY

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

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

c. An employee who takes vacation or compensating time off while on jury duty shall not be required to remit or waive jury fees in order to receive his/her 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 shall, 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 shall be allowed to testify with no loss of County compensation. The employee shall submit to his/her department written verification of the time required to testify. Verification shall be indicated on the subpoena and signed by the District Attorney's Office.

ARTICLE X HEALTH AND WELFARE

10.1 GENERAL PROVISIONS

a. Eligibility: All regular full-time employees of the unit shall be eligible to participate in County-sponsored insurance and benefit programs defined in this article. Regular part-time employees who work a minimum of twenty (20) hours per week or forty (40) hours per biweekly pay period shall also be 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 pre tax payment of health insurance premiums of the employee or domestic partner, up to twenty-six (26) years of age. Appropriate documentation verifying the relationship to the employee is required.

The County medical plans qualify as a "grandfathered" plan under the Patient Protection and Affordable Care Act and other related legislation and regulations until December 31, 2013. Until that time, qualified dependents that are not eligible as an adult dependent defined by federal legislation may be eligible to participate in the program as a full time student.

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) shall automatically be enrolled in the default level of medical, dental, and basic life insurance coverage. Employees shall be 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 in force shall 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 shall not affect the employee's date of hire for purposes of determining medical plan eligibility. If an employee fails to re-enroll within thirty (30) days after returning from a leave of absence that resulted in a break in coverage, he/she shall be automatically enrolled in the default level of medical, dental, and basic life insurance coverage in which he/she was 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 will become 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 shall show proof satisfactory to the plan that the employee has other group medical insurance coverage.

d. Taxes on Benefits: Employee contributions for health insurance shall be deducted from employee pay on a pre-tax basis unless otherwise prohibited by the Internal Revenue Code. The employee will be 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 shall pay a monthly contribution for any of the medical insurance or health plans made available to employees pursuant to this Agreement. The County contribution shall be applicable to the coverage level selected by the employee. If the cost of the coverage exceeds the maximum County contribution, the employee shall pay the additional cost.

a. Tier A: 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 shall be 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. This County contribution arrangement shall be henceforth referred to as Tier A. Employees in Tier A shall remain in this tier unless they voluntarily elect to move to Tier B. Such election by an employee to move to Tier B shall be irrevocable once made.

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

c. Effective January 1, 2008, or later, as determined by the County, employees shall be provided with at least the following:

(1) Medical Plan Options:

- (a) A traditional Kaiser Foundation health maintenance organization plan
- (b) A traditional non-Kaiser Foundation health maintenance organization plan
- (c) Up to two (2) high-deductible health plan options, with a voluntary health savings account.

- (2) Elimination of the Catastrophic health plan.
- (3) Coverage Levels: Status quo shall continue 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 shall be based on the level of coverage selected.

d. The default medical plan enrollment shall be the County's lowest premium high-deductible health plan, employee only coverage. The employee shall be responsible for paying 20% of the premium for this coverage on a pre-tax, payroll deduction basis.

e. All co-payments will remain at their respective 2006 levels for the duration of the Agreement.

10.3 RETIREE HEALTH SAVINGS PLAN

The County shall establish a retiree health savings plan (RHSP) by contributing an amount of \$25.00 to the employee's RHSP each biweekly pay period.

10.4 DENTAL PLAN

Employees in the unit shall enroll in the County's dental insurance plan. The County shall pay 100% of the cost for dental coverage for employees and covered dependents. The default level of dental insurance coverage shall be 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: Effective January 1, 2008, the County will provide a default basic life insurance benefit of \$50,000 with no charge to the employee. The basic life benefit will include a dependent life benefit of \$2,000 (benefit reduction may apply prior to 6 months of age) automatically for each of the employee's dependent spouse/qualified dependent children. No enrollment is generally required except that Domestic Partners and/or their dependents must be enrolled in the program as the dependent of an employee in order to be eligible for the dependent benefit.

b. Voluntary Options: The County shall provide additional options to permit employees to elect increased voluntary employee life coverage up to the underwriting maximums and at the premium rates of the life insurance company selected by the County to provide life insurance. An accelerated benefit option may also be provided if allowed under the terms and options of the life insurance company selected by the County to provide life insurance. The County will select an insurance carrier that at a minimum will agree to provide additional options to employees such as a living benefit and/or conversion of coverage from group to private coverage upon termination of employment.

10.6 EMPLOYEE ASSISTANCE PROGRAM

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

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

c. Enrollment of dependents is generally automatic; no enrollment form shall be required. 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. It is understood that the County will provide EAP services through an independent contractor. The County may from time-to-time in its sole discretion change contractors for this service.

10.7 FLEXIBLE SPENDING ACCOUNTS

Employees in the unit shall 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 \$2,400. On a calendar year basis beginning as soon as 2012, but also upon agreement by all Sacramento County Recognized Employee Organizations, the medical expense reimbursement calendar year maximum shall increase to \$2,500. Employee premiums for flexible spending account benefits shall be deducted on a pre-tax basis from employee pay.

10.8 STATE DISABILITY INSURANCE

a. The County shall maintain State Disability Insurance (SDI), at the employee cost, for employees in classes covered by the Agreement. This section shall not be 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, shall be eligible to integrate the payment of State Disability Insurance benefits with such County-paid leave benefits. No integration of County-paid leave benefits and State Disability Insurance shall occur unless the appointing authority has approved the use of the County-paid leave benefits by the employee requesting integration.

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

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

- (1) The intent of this program and contract provision is to insure that those employees who participate in the program comply with all applicable laws, policies, and procedures established to provide integration of County-paid leave balances and State Disability Insurance so as to provide a combined biweekly adjusted net income equivalent to 100% of regular net income - gross income less required deductions, such as taxes, retirement, State Disability Insurance premiums, and other mandatory deductions - as long as such eligible disability qualifies and available leave balances are authorized by the appointing authority. Other employee authorized deductions shall be deducted from the resultant net pay.
- (2) Upon approval of the use of County-paid leave benefits by the appointing authority and the employee's established eligibility for State Disability Insurance, the County shall make leave accrual payments to the employee in the usual manner except that the net pay, including State Disability Insurance benefits and net County pay, shall not exceed 100% of the regular net pay. If State Disability Insurance benefits equal or exceed 100% of the regular net pay, no County payment shall be made. County-paid leave benefits shall be used in the following order: sick leave, vacation, compensating time off, and holiday-in-lieu time.

- (3) Special pay allowances not of a permanent nature, such as overtime compensation, standby, night shift differential, call back or out-of-class pay, shall not be counted in determining the employee's gross or net pay.
- (4) Sick leave, vacation, and holiday-in-lieu shall not accrue during any pay period in which the employee receives County-paid leave benefits integrated with State Disability Insurance payments, except that the employee shall accrue sick leave, vacation, and holiday-in-lieu for any actual hours worked during a pay period in which integration occurs. Service credits toward seniority and step increase eligibility shall not be affected by any pay period during which an employee is on the integrated leave and State Disability Insurance program.
- (5) When an employee exhausts all available County-paid leave balances, the employee shall either return to work or request an unpaid leave of absence from his/her appointing authority. Regardless of whether the employee continues to receive State Disability Insurance payments, once all County-paid leave balances are exhausted, County compensation shall cease unless the employee returns to work.
- (6) The County shall continue its contributions towards the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods which include County payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain insurance coverage when County contributions cease.
- (7) Eligible part-time employees shall be included in this program on a prorated basis.

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

10.9 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 parties acknowledge that 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 will not provide a retiree health contribution when an employee retires.

ARTICLE XI RETIREMENT PLAN

11.1 RETIREMENT ENHANCEMENT FOR SAFETY

3% @ 50 Plan: Effective upon agreement with all recognized employee organizations representing safety members (heretofore represented by the Safety Coalition) but no later than June 27, 2004, the County will implement the 3% @ 50 plan.

11.2 SAFETY RETIREMENT TIER 2

a. Safety Retirement Tier, Tier 2, shall have a post-retirement cost-of-living adjustment factor pursuant to Government Code Section 31870 to a maximum annual 2% cost-of-living adjustment and a final compensation calculated on the basis of three (3) years pursuant to Government Code Section 31462.

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

11.3 TIER 3 SAFETY EMPLOYEE RETIREMENT

The County shall establish a Safety Employee retirement tier 3 based upon the 3% at age 55 formula prescribed by Government Code Section 31664.2, with final compensation based upon the highest three year average compensation pursuant to Government Code Section 31462, and shall have a post-retirement cost-of-living adjustment factor pursuant to Government Code section 31870 to a maximum annual 2%. This retirement tier shall apply exclusively to employees first hired as a new employee with the County or an employee going from temporary to permanent status between January 1, 2012 and December 31, 2012.

11.4 TIER 4 SAFETY EMPLOYEE RETIREMENT

Unless eligible to participate in another tier by PEPRA or the County Employee Retirement Law of 1937, employees hired on or after January 1, 2013 shall be subject to the California Public Employee's Pension Reform Act of 2013 (PEPRA). Such safety employees will be placed into Safety Tier 4, or 2.7% at 57.

11.5 RETIREMENT CONTRIBUTIONS

a. Effective July 13, 2014, employees will pay one-quarter of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

b. Effective July 12, 2015, employees will pay one-half of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

c. Effective July 10, 2016, employees will pay three-quarters of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

d. Effective July 9, 2017, all employees will pay 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

ARTICLE XII DISCIPLINE AND DISCHARGE

12.1 PURPOSE

It is the intent of the parties that the provisions of this article, shall substitute for any and all appeal procedures provided by the Civil Service Commission relating to the discipline, as defined in Section 12.2 below, of employees in a class included in the Representation Unit 024.

Any conflicting provisions of the Public Safety Officer Procedural Bill of Rights Act ("POBR") or the Firefighters Procedural Bill of Rights Act ("FFBOR") which provides greater protections for any peace officer or firefighter members shall supersede conflicting or inconsistent sections of this MOU.

12.2 DEFINITION

a. As used herein, "disciplinary action" means demotion, reduction in pay step in class, suspension or discharge of an employee with permanent civil service status.

b. As used herein, "parties" means the County and SCPSA.

12.3 PERSONS AUTHORIZED TO INITIATE DISCIPLINARY ACTION

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

12.4 APPLICATION

a. This article shall only apply to employees with permanent civil service status.

b. Probationary Status: This article shall not apply to an employee in probationary status who shall have no right to grieve or arbitrate release from such probationary appointment.

c. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from such temporary appointment.

d. Temporary Upgrade: An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from such temporary upgrade status.

e. Provisional Appointment: An employee with provisional status shall have no right to grieve or arbitrate release from such a provisional appointment.

12.5 CAUSE FOR DISCIPLINARY ACTION

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

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

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

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 his or her job. Any such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 11.5.

12.7 NOTICE REQUIREMENT AND EFFECTIVE DATE OF ORDER

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

b. A copy of the proposed and final notice of disciplinary action shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address which is entered in the County's payroll system. If notice is provided by mail, the employee should be deemed to have received notice five (5) days after the date of mailing. At the same time, service shall be made to the Association. Additionally, an email notification will be sent at the same time as the physical mailing, to the President and Vice-President of the Association.

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

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

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

12.8 APPEAL

a. SCPSA shall have the right to appeal on behalf of an employee who is subject to the disciplinary action, within fifteen (15) calendar days after receiving the final order of disciplinary action, by filing a written notice of appeal with the Director of Labor Relations. The notice of appeal shall contain the name and address of the person to whom all written communication regarding this appeal shall be sent.

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

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

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

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

12.9 MEDIATION OF A DISCIPLINARY ACTION

a. Prior to the arbitration hearing SCPSA may request mediation. The parties shall utilize the State Mediation and Conciliation Service for mediations unless the parties mutually agree otherwise.

b. Under no case shall 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. All costs of the mediator, if any, shall be borne equally by the parties. No party shall purposely withhold information at this level but shall disclose all information relevant to the appeal for consideration by the other party.

d. The primary effort of the mediator shall be to assist the parties in settling the stated appeal in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all the techniques customarily associated with the mediation process, including private conferences with only one (1) party. If settlement is not possible, the mediator shall provide the parties with an immediate bench opinion, as to how the appeal would be decided if it went to arbitration. That opinion would not be final or binding; but would be advisory. It would be delivered orally and would be accompanied by a statement of the reasons for the mediator's opinion. 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 shall 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.

e. Neither attorneys nor court reporters or any other type of note-taker shall be allowed to be present at the proceedings.

f. If the parties agree to be bound by a mediator's recommendation, the subsequent agreement shall be reduced to writing and signed by the parties.

g. If the issue is not resolved during mediation, and in accordance with established timeliness the appeal shall move to arbitration.

12.10 SELECTION OF AN ARBITRATOR

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

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

c. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of five (5) arbitrators.

d. After receipt of the list, the parties shall alternately strike arbitrator's names from the list until one (1) arbitrator's name remains. SCPSA shall make the first strike.

e. If an arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as per Subsection b. above, and the selection shall be made as in Subsection c. above, unless an arbitrator can be mutually agreed upon.

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 shall be afforded a reasonable opportunity to prepare a defense thereto. Any new causes or allegations shall be deemed denied and any objections to the amended or supplemental causes or allegations may be made orally at the hearing. 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 Subsection c. below, any party to the arbitration hearing may obtain the following information in the hands of or which may reasonably be obtained by the responding party or the responding party's representative (As used herein, "responding party" shall mean the person of whom the information is requested.):

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

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

c. Procedure for Discovery:

- (1) Personal Service: At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such hearing, any party may personally serve a written request upon the responding party, or representative of

record, for any or all of the information set forth in Subsection (a) above.

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

- (c) Upon proof of a willful or repeated violation, the arbitrator shall determine the issue against the noncomplying party.

12.13 TIMING AND CONDUCT OF HEARING

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

b. The employee shall be represented by SCPSA, and counsel chosen by SCPSA.

c. The employee shall be entitled to appear personally at the hearing and produce evidence.

d. The appointing authority may also be represented by counsel.

e. At the hearing, the appointing authority shall have the burden of going forward first with evidence in support of the allegations contained in the order of disciplinary action and shall have the burden of establishing the facts by a preponderance of the evidence. The arbitrator may administer oaths and take official notice of facts as authorized by law.

f. Oral evidence shall be taken only on oath or affirmation.

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

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

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

objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

12.14 SUBPOENAS

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

12.15 DECISION

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

12.16 FINALITY OF DECISION

The decision of the arbitrator shall be final and binding.

12.17 COSTS

The fees and expenses of the arbitrator, the court reporter, and the transcript, if any, shall be shared equally by SCPSA and the County.

12.18 WITNESSES

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

ARTICLE XIII SENIORITY, LAYOFFS AND REEMPLOYMENT

DIVISION A APPLICATION-PURPOSES-RIGHTS

13.1 PURPOSE

This article establishes layoff/reduction-in-hours in lieu of layoff procedures and reemployment/return rights. The decision to reduce the number of positions in a class in a department and the reasons for any such reduction shall be within the sole and exclusive discretion of the County. Additionally, the provisions of this article shall be construed to enable the County, at its sole and exclusive discretion, to establish a four-fifths time position in lieu of any deleted full-time position, in order to implement a reduction-in-hours in lieu of layoff of employees. However, the order of layoff/reduction-in-hours in lieu of layoff and the identity of those employees to be laid off/reduced-in-hours in lieu of layoff shall be governed by the provisions of this article. This article also establishes reemployment/return rights and the order of reemployment/return of employees who are laid off/reduced-in-hours in lieu of layoff and provides for the resolution of any dispute which might arise respecting the order of layoff/reduction-in-hours in lieu of layoff or reemployment/return of those employees who are laid off/reduced-in-hours in lieu of layoff.

13.2 DEFINITIONS AND INTERPRETATIONS

Words and terms used in this article shall have the same meaning as applies to their use in Chapter 2.78, Sacramento County Code, unless otherwise defined below:

a. Demotion: A change between classes where the maximum salary of the class to which the employee is changed is any amount less than the maximum salary of the class from which the employee is changed. The change is between classes in which the employee holds permanent status.

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

c. Layoff: The involuntary termination from a class of a permanent or probationary employee without fault on the part of the employee, because of lack of work, lack of funds, or in the interest of economy.

d. Limited-Term Employee: A person who accepts a limited-term appointment as defined in Section 7.7(f) of the Civil Service Commission Rules. A limited-term employee is a temporary employee for purposes of this article. However, a permanent employee appointed to a limited-term position shall have return rights, within the same department, from the limited-term position to the permanent position.

e. Reduction-in-Hours in Lieu of Layoff: The assignment of an employee in a full-time (forty [40] hours per week) position to a four-fifths time (thirty-two [32] hours per week) position in lieu of layoff.

f. Return to Full-Time Employment: The return to a full-time position of

an employee in a four-fifths time (thirty-two [32] hours per week) position who formerly held a full-time (forty [40] hours per week) position in that class.

g. Separation: Release from employment of a temporary employee or the return of a regular employee from a temporary upgrade to the immediate former class in which the employee held permanent status. Separation does not constitute a layoff.

h. Status: The employee's current appointment, such as permanent, temporary, provisional, or probationary. Temporary includes intermittent and limited term.

i. Temporary Employee: A person who has been appointed from a list of eligibles, or provisionally in the absence of a list, to a position which is other than a permanent position.

j. Voluntary Reduction-in-Hours: The assignment of an employee in a full-time (forty [40] hours per week) position to a four-fifths time (thirty-two [32] hours per week) position upon the request of the employee.

13.3 LAYOFF

a. When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in a department, the order in which employees will be laid off within each class which is affected by the layoff shall be based on seniority as provided in Section 13.5

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

c. Prior to the layoff of any probationary or permanent employee, any permanent employee who currently is serving in a temporary position in that class shall be separated and returned to the class in which the person holds permanent status in that department.

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

e. P.O.S.T. positions vacated by layoffs can be filled regardless of "grandfather rights" by reverse order of seniority. Such vacancies will be filled first with those employees without "grandfather rights", then by reverse seniority. Employees will be restored to their former service, and "grandfather rights" restored, based on seniority, as vacancies occur.

13.4 RIGHT TO DEMOTE

a. Any employee who is scheduled for layoff shall have a right to demote within the department in which layoff will occur to a class in which the employee formerly held permanent status. If there is no authorized position in the department in the class to which the employee would otherwise have a right to demote, then this subsection shall not apply. The right to demote within the department to which the employee is assigned, shall be implemented as follows:

- (1) If there is only one (1) other lower salaried class within the department in which the employee formerly held permanent status, the employee shall be demoted to that class. If there is no vacancy in that class and the demoting employee has less seniority than all other employees within the department in that class, the demoting employee shall be laid off from that class and from employment.
- (2) If there are two (2) or more lower salaried classes within the department in which the employee formerly held permanent status, the employee shall be demoted to that class in which the employee formerly held permanent status which has the highest salary. If there is no vacancy in that class, and the demoting employee has less seniority than all other employees within the department in that class, the above process shall continue until the demoting employee either reaches a class within the department in which the employee formerly held permanent status in which there is a vacancy or in which the employee is not the least senior employee within the department in that class, or the employee is laid off from employment.
- (3) An employee who is least senior in a class in which there is no vacancy and to which an employee demotes from a higher class within the department shall be laid off from that class and shall have the same right to demote as does any other employee who is laid off.
- (4) An employee demoted under this procedure shall be deemed to have exercised the employee's right to demote and to have accepted each demotion, subject to the employee's right to resign from employment.
- (5) An employee who is demoted from a class in which the employee holds permanent status shall be deemed for all purposes to have been laid off from each class from which the employee subsequently demotes or is displaced, including classes which the employee passes through because of the absence of a vacancy and insufficient seniority to occupy a position.

b. An employee who is scheduled for layoff, shall be entitled to request a demotion to another class in which the employee formerly held permanent status which is currently authorized in another department. Except as provided in (3) below, the right to request demotion to another department applies to any class in which the employee formerly held permanent status which has a lower salary than the class from which the employee was laid off, which is authorized in any department other than the department to which the employee was assigned prior to layoff.

- (1) The appointing authority of the department to which the employee requests transfer may, in the appointing authority's discretion, grant a request to demote if there is (a) a vacancy in the class within the department or (b) the requesting employee would not be the least senior employee in the new department within the class to which the request is made.
- (2) An employee whose request to demote to another department is granted, shall be deemed for all purposes to have been laid off from the class from which the employee demotes.
- (3) Such right to request demotion shall not apply to a class to which an employee is demoted within the same department. The purpose of the right to request a demotion to another department is to avoid layoff from employment.

13.5 SENIORITY

a. Seniority shall be determined by the date of original appointment to the class, **or by the date of most recent re-appointment to the class in the event of a voluntary demotion.** For purposes of this article, the "date of original appointment to the class" is defined as the date the employee first was appointed to the class, on or after the most recent date of entry into County service, regardless of type of appointment, including, but not limited to, provisional, limited term, temporary and exempt.

b. A seniority list shall be prepared for each class for purposes of layoff and shall include all probationary and permanent employees in that class. Where seniority dates in the class are the same, ties shall be broken in the following sequence:

- (1) Employees with the earliest date of entry into continuous County service.
- (2) Employees with the highest standing on the eligible list from which the appointments to the applicable class were made.

c. The seniority date for employees who terminate and subsequently return to County service in accordance with the military leave provisions of Section 2.78.785 of the Sacramento County Code shall be the date of original appointment to the class, prior to the military separation.

d. If an employee's position is reallocated to a different class, and the former class is no longer authorized in the employee's department, the employee's date of appointment to the former class shall be the seniority date in the class to which the position was reallocated. In such cases the right to demote shall apply to the new class.

e. If an employee is in a class which is retitled, the seniority date in the retitled class shall be the date of appointment to the original class which has been retitled.

f. If an employee **demotes** to the **SPO** class in which the employee previously held permanent status, the employee's seniority date in the former class shall be the date of original appointment to the former class.

13.6 REDUCTION-IN-HOURS IN LIEU OF LAYOFF

a. Notwithstanding any other provision of this article of this Agreement, the County may, as an alternative to or in conjunction with a layoff, implement this reduction-in-hours in lieu of layoff provision by establishing a four-fifths (4/5) time position in lieu of any deleted full-time position and then assigning employees to such four-fifths time positions in lieu of the layoff of such employee.

b. When it becomes necessary due to a lack of work, lack of funds, or in the interest of economy, to implement a reduction-in-hours of employees in a department, the order in which employees within each class will be assigned to the four-fifths time position in lieu of layoff shall be based on seniority as provided in Section 13.5.

c. Implementation of a reduction-in-hours in lieu of layoff shall not require the separation of temporary or provisional employees in the class involved. Temporary and provisional employees in the class involved in the reduction-in-hours in lieu of layoff shall be reduced-in-hours or separated prior to the reduction-in-hours in lieu of layoff of any probationary or permanent employees.

d. Any employee who is reduced-in-hours in lieu of layoff shall, in the absence of a layoff of said employee, have no right either pursuant to Section 13.4 or otherwise, to demote within the department or to request demotion to another department.

e. An employee reduced-in-hours in lieu of layoff under this procedure shall be deemed to have exercised the employee's right to the reduced-in-hours position and to have accepted such position, subject to the employee's right to resign from employment.

f. An involuntary reduction-in-hours shall only be implemented to the extent that the number of accepted volunteers for four-fifths positions under Section 13.7 and the number of accepted volunteers for leaves of absence under Section 13.8 are insufficient to achieve that number of reductions as determined by the County.

13.7 VOLUNTARY REDUCTION-IN-FORCE

a. No less than fourteen (14) calendar days prior to the date the reduced-in-hours positions are effective, notice of the County's decision to establish such four-fifths time positions in lieu of full-time positions shall be given, by posting on departmental bulletin boards, to employees in the affected class and department. No less than seven (7) calendar days prior to the date the reduced-in-hours positions are effective, full-time employees in the class and department may request assignment to the four-fifths time positions. Subject to the provisions of Subsection b., employees in the class and department who so volunteer in writing, shall be assigned to four-fifths time positions on the basis of seniority.

b. At the discretion of the appointing authority, a certain number of volunteers shall not be entitled to assignment to a four-fifths time position on the basis of seniority. The number of volunteers in a classification which the appointing authority may except from a four-fifths assignment shall not exceed ten percent (10%) of the number of volunteers initially accepted for the four-fifths positions (rounded up to the next highest number) that have been established in lieu of full-time positions.

c. A permanent employee who has been voluntarily reduced-in-hours in a class and department shall, within fourteen (14) calendar days of the employee's request, be placed (in order of seniority) on a departmental return to full-time employment list for that class and department. Said request must be in writing and personally filed with the appointing authority and the Director of Personnel Services.

13.8 VOLUNTARY LEAVES OF ABSENCE FOR THE PURPOSE OF ACHIEVING REDUCTIONS

a. This section shall have application only to "leaves of absence for the purpose of achieving reductions" and shall not have application to leaves of absence for any other purpose.

b. When notice is given under Section 13.7 of the County's decision to establish reduced-in-hours positions, regular employees in the class and department may request a leave of absence for the purpose of achieving reductions, if such request is made no less than seven (7) calendar days prior to the date the reduced-in-hours positions are effective. Subject to the provisions of Subsection b., employees in the class and department, who so volunteer in writing, shall be granted such leaves of absence on the basis of seniority.

c. At the discretion of the appointing authority, a certain number of volunteer employees shall not be entitled to the above-described leaves of absence on the basis of seniority. The number of volunteer employees in a classification which the appointing authority may except from said leaves of absence shall not exceed ten percent (10%) of the number of volunteers initially accepted for leaves of absence (rounded to the next highest number) for the purpose of achieving reductions. Said leaves of absence shall be for not less than a six-month period.

13.9 ACTION REGARDING VACANT POSITIONS WHEN A DEPARTMENTAL RETURN TO FULL-TIME EMPLOYMENT LIST EXISTS

When a position becomes vacant in a class in a department for which a departmental return to full-time employment list exists, the County shall retain discretion to take any of the following actions:

- a. With regard to a four-fifths time position which becomes vacant, the County may:
 - (1). Delete the vacant position;
 - (2). Retain the position without returning any four-fifths time employee to full-time employment and without making any appointment to that position;
 - (3). Retain the position and make an appointment to that position in compliance with Section 13.31. If there are no eligible employees available on the reemployment lists described in Section 13.31, the position shall be filled in accordance with other personnel rules;
 - (4). Reestablish a full-time position in lieu of the vacant four-fifths time position and make an assignment or appointment to that position in compliance with Section 13.28. If there are no eligible employees available on the return or reemployment lists described in Section 13.28, the position shall be filled in accordance with other personnel rules.
- b. With regard to a full-time position which becomes vacant, the County may:
 - (1) Delete the vacant position;
 - (2) Retain the position without returning any four-fifths time employee to full-time employment and without making any appointment to that position;
 - (3) Retain the position and make an appointment to that position

from the return to full-time employment list.

13.10 JURISDICTION

If an employee in a class covered by this article is laid off from that class and demotes to a class which is not covered by this article, then this article no longer applies in respect to the determination of the employee's seniority within the class to which demotion occurs. In such cases, the determination of seniority within the class to which the employee is demoted, shall be based on the agreement of the new representation unit or the Sacramento County Code, whichever applies.

DIVISION B LAYOFF

13.11 NOTICE OF LAYOFF/REDUCTION-IN-HOURS IN LIEU OF LAYOFF

a. Each employee subject to layoff/reduction-in-hours in lieu of layoff shall be given written notice of layoff/reduction-in-hours in lieu of layoff. The notice shall prescribe the effective date of layoff/reduction-in-hours in lieu of layoff. The written notice shall either be personally handed to the employee or mailed to his/her last known address. The last known address shall be deemed to be that address which is entered into the County's payroll system. The notice shall be deemed served on the date it is personally handed to the employee, or If notice is provided by mail, the employee shall be deemed to have received notice five (5) days after the date of mailing.

b. The effective date of layoff/reduction-in-hours in lieu of layoff shall be not earlier than the 14th calendar day following the date of service of the notice of layoff/reduction-in-hours in lieu of layoff.

13.12 NOTICE TO ASSOCIATION

Each time a layoff/reduction-in-hours in lieu of layoff is ordered, the County shall mail to the Association, not later than the date of service of the last notice of layoff/reduction-in-hours in lieu of layoff each seniority list by class and department in which an employee covered by this Agreement is to be laid off/reduced-in-hours in lieu of layoff. Each such list shall identify the employees to be laid off/reduced-in-hours in lieu of layoff and show the date of service of the notice of layoff/reduction-in-hours to each employee who is to be laid off/reduced-in-hours in lieu of layoff. In addition to the mailing to the Association, an email will be sent, at the same time as the physical mailing, to the President and Vice-President of the Association.

13.13 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 13.14 through 13.23 shall apply to grievances concerning the validity or timeliness of service of notice of layoff/reduction-in-hours in lieu of layoff, the order of layoff/reduction-in-hours in lieu of layoff, or the identification of who is laid off/reduced-in-hours in lieu of layoff under the order of layoff/reduction-in-hours in lieu of layoff.

13.14 DEFINITION

A grievance is a complaint by one (1) or a group of employees or the Association involving the interpretation, application or enforcement of the express terms of this article, and asserting that an employee or employees have been not served with notice of layoff/reduction-in-hours in lieu of layoff, not timely served with notice of layoff/reduction-in-hours in lieu of layoff, misplaced within the order of layoff/reduction-in-hours in lieu of layoff, or incorrectly identified for layoff/reduction-in-hours in lieu of layoff under the order of layoff/reduction-in-hours in lieu of layoff, in violation of the terms of this article.

13.15 TIME, PLACE AND MANNER OF FILING

a. A grievance shall be filed on a form prescribed by the County. Each grievance shall state for each named employee the factual basis for the claim and the provision of the article allegedly violated. Any grievance on this subject which is not timely or does not meet the criteria established in this section shall be deemed invalid, null and void.

b. All grievances on this subject shall be filed with the Office of Labor Relations not later than seven (7) calendar days following the alleged violation. Any grievance which is not received by the Director of Labor Relations within seven (7) calendar days following the alleged violation shall be deemed invalid, null and void and a waiver of the employee's assert of his or her rights.

13.16 DELIVERY TO ASSOCIATION

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

13.17 COMPLAINTS BY ASSOCIATION

a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section **13.16** or twenty-two (22) calendar days after the filing of a grievance by the Association, whichever is earlier, the Association shall file a consolidated complaint with respect to all such grievances. The

complaint shall name each employee previously named in a grievance, who the Association asserts has been not validly served with notice of layoff/reduction-in-hours in lieu of layoff, not served in a timely manner, misplaced within the order of layoff/reduction-in-hours in lieu of layoff, or incorrectly identified for layoff/reduction-in-hours in lieu of layoff under the order of layoff/reduction-in-hours in lieu of layoff. Any employee named in a timely grievance filed by the Association or a timely employee grievance, who is not so named in the complaint, shall be deemed to have been validly and correctly identified for layoff/reduction-in-hours in lieu of layoff under the order of layoff/reduction-in-hours in lieu of layoff.

b. By filing the complaint or by not filing a complaint, the Association shall have authority to waive the claims of employees which it elects not to assert.

c. The complaint shall be filed with and received by the Office of Labor Relations within fifteen (15) calendar days following delivery to the Association of the copies of employee grievances or twenty-two (22) calendar days following filing by the Association of its grievance, whichever is earlier.

13.18 ARBITRATION - SCHEDULING

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

13.19 CONSOLIDATION OF PROCEEDINGS

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

b. Consolidation shall be affected by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice shall designate the arbitrator for the consolidated hearing from among those specified in Section 13.20-a., or in the event of their unavailability, the arbitrator selected pursuant to Section 13.20-b.

c. The Association shall be authorized to withdraw from the consolidated proceedings by serving written notice of withdrawal upon the Office of Labor Relations within five (5) calendar days after service of the notice of consolidation.

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

e. If the Association withdraws from a consolidated proceeding, the County shall have a right to a reasonable continuance of any hearing of the Association's complaint if necessary in order to avoid the hearing of more than one (1) complaint of a unit representative on the same day.

f. If the Association withdraws from a consolidated hearing, and subsequently an arbitrator makes a back-pay award under the Association's complaint, there shall be subtracted from the amounts owing any and all back-pay attributable to the period, between the date of an arbitrator's decision on the Association's complaint and the date of an arbitrator's decision on the complaint which is the first one decided among those ordered to be consolidated.

13.20 APPOINTMENT OF ARBITRATOR

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

b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of five (5) arbitrators. The parties shall alternately strike one (1) name from this list and the remaining name shall be the selected arbitrator.

13.21 HEARINGS

a. Except as otherwise mutually agreed or otherwise provided herein, the arbitration hearings shall be conducted in accordance with rules of the American Arbitration Association.

b. In the event complaints are consolidated for purposes of hearing and decision, all unit representatives shall present their complaints and evidence in support of their cases in chief before the County presents any rebuttal evidence and its case in chief as to any individual complaint or the complaints as a whole.

c. Whether or not the proceedings shall be consolidated the parties to the proceedings shall be deemed to be the County and the Association (and other unit representatives, if any), and no employee or groups of employees shall be deemed to be parties of the proceedings.

13.22 QUESTIONS

In any arbitration proceedings on this issue, the questions to be decided by the arbitrator shall be limited to the following:

a. Whether or not the notice of layoff/reduction-in-hours in lieu of layoff

was served in a timely manner in compliance with the provisions of this article;

b. Whether the order of layoff/reduction-in-hours in lieu of layoff complied with the terms of this article;

c. Whether the identification of particular employees for layoff/reduction in-hours in lieu of layoff violated the terms of this article;

d. The remedy, in the event it is determined that layoff/reduction-in-hours in lieu of layoff did not comply with the terms of this article; and,

e. The employee or employees who should have been identified for layoff/reduction-in-hours in lieu of layoff.

13.23 DECISION

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

a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing or hearings. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state the reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.

b. The arbitrator shall not have jurisdiction or authority to order reinstatement back pay or any other relief for any employee who is identified for layoff/reduction-in-hours in lieu of layoff in violation of the terms of this article, unless the employee has been identified in both a timely grievance and a timely complaint.

c. The arbitrator shall not have jurisdiction or authority to revise the order of layoff/reduction-in-hours in lieu of layoff as to any employee except to the extent necessary to grant relief to an employee determined to have been assigned an improper order of layoff/involuntary reduction-in-hours in lieu of layoff alleged in both a timely grievance and a timely complaint.

d. The arbitrator shall have authority, in the event of a determination that an employee incorrectly identified for layoff/reduction-in-hours in lieu of layoff in a timely grievance and a timely complaint, to order the reinstatement of such employee with back pay. For each employee so reinstated, the arbitrator shall determine and designate the employee currently working for the County who should have been identified instead; and shall order the layoff/reduction-in-hours in lieu of layoff of each such employee. The order of layoff/reduction-in-hours in lieu of layoff shall become effective fourteen (14) calendar days following service of the notice of layoff/reduction-in-hours in lieu of layoff which results therefrom pursuant to Section 13.11.

e. Under no circumstances shall an arbitrator have jurisdiction or authority

to order any remedy which either directly or indirectly permits the layoff/reduction-in-hours in lieu of layoff of fewer personnel than ordered by the County or which otherwise impairs the discretion of the County to determine the number of personnel within each department who will be employed.

f. The arbitrator shall have no authority to add to, delete, or alter any provision of this article; but shall limit his or her decision to the application and interpretation of its express provisions.

g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by those interpretations.

h. The decision of the arbitrator shall be final and binding as to all matters within his jurisdiction.

13.24 COSTS

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

DIVISION C REEMPLOYMENT/RETURN

13.25 ENTITLEMENT

With respect to classes covered by this article, reemployment/return to full-time employment entitlements shall be as follows:

a. A person who held permanent status in the class from which the person was laid off, shall during the two-year period following the effective date of layoff be entitled to be appointed from a departmental reemployment list to a vacancy authorized to be filled in that class within the department from which the person was laid off pursuant and subject to the provisions set forth in this division. **In the event that such employee remains employed in permanent status with the department, such employee shall have the above entitlement extended to a five-year period following the effective date of the layoff.**

b. A person who held permanent status in the class from which he or she was laid off, shall also, during the two-year period following the effective date of layoff, be entitled to certification from a County-wide reemployment list for a vacancy in the class from which the person was laid off, which is authorized to be filled, pursuant and subject to the provisions set forth in this division. **In the event that such employee remains**

employed in permanent status with the department, such employee shall have the above entitlement extended to a five-year period following the effective date of the layoff.

c. An employee who has permanent status in the class in which the employee has been reduced-in-hours in lieu of layoff shall be entitled to be returned from a departmental return to full-time employment list to a vacancy authorized to be filled in that class within the department in which the employee is currently assigned pursuant to and subject to the provisions in this division.

13.26 TYPE OF POSITION

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

13.27 LIMITED TERM

Personnel serving under limited-term appointments shall not be entitled to reemployment/return rights or to placement on either a departmental or County-wide reemployment list or a departmental return to full-time employment list, whether or not they held permanent status as limited-term appointees in the class from which they were separated or reduced-in-hours in lieu of layoff.

13.28 DEPARTMENTAL LISTS FOR RETURN-TO FULL-TIME EMPLOYMENT

The County shall prepare a departmental list for return to full-time employment for each class in each department in which employees have been reduced-in-hours in lieu of layoff. All employees with permanent status in a class in a department who have been reduced-in-hours in lieu of layoff shall be added to the list for the class and department in which the reduction-in-hours occurs. Employees who have voluntarily been reduced-in-hours shall be placed on the return to full-time employment list as provided in 13.7. The order of employees on the departmental list for return to full-time employment shall be based upon seniority as provided in Section 13.5. Employees who acquire permanent status in the class subsequent to the effective date of their reduction-in-hours in lieu of layoff shall be added to the return to full-time employment list on the date they attain permanent status.

13.29 DEPARTMENTAL REEMPLOYMENT LISTS

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

The order of personnel on each departmental reemployment list shall be based upon seniority established in the class to which the list refers, as determined under Division A.

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

13.30 COUNTY-WIDE REEMPLOYMENT LISTS

a. The County shall prepare County-wide reemployment lists for each class from which personnel with permanent status in the class were laid off. Each list shall constitute a merger of persons who were laid off from the class and who held permanent status therein.

b. The order of personnel on each County-wide reemployment list shall be based upon seniority according to the date of original appointment to the class to which the list refers, as determined under Division A.

13.31 RETURN, APPOINTMENT AND CERTIFICATION PRIORITIES

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

a. Whenever a vacancy in a full-time position in a class in a department is filled, it may first be filled pursuant to the authority of 20.7, Subsection c. Otherwise, it shall be filled from the departmental return to full-time employment list for the class in which the vacancy exists and for the department in which the vacancy exists. Employees who have been reduced-in-hours in lieu of layoff shall be returned to vacancies in the order of the list. If the vacancy is not filled as provided in this subsection, then;

b. A vacancy in a class shall be filled first from the Medical Center transfer eligible lists prescribed in Section 7.7(d) of the Civil Service Rules, as that section existed prior to August 15, 1974. If the vacancy is not filled by appointment from the Medical Center transfer eligible list, then;

c. The vacancy shall be filled from that departmental reemployment list for the class in which the vacancy exists and for the department in which the vacancy exists. Persons shall be appointed to vacancies in the order of the list.

(1) One (1) person shall be offered an appointment for each

vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.

- (2) A person to whom an appointment is intended to be offered may be contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless the person has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to the person's last known address, and the person has failed to accept the appointment in writing within five (5) calendar days following the date of mailing of the notice.

d. No persons shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name shall be certified for vacancy in excess of one (1).

- (1) For each person who declines an offer of appointment, an additional name shall be certified.
- (2) A person on the County-wide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as is specified in Section 13.31-c.(2).
- (3) If there are fewer than three (3) names on the County-wide reemployment list, a rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

13.32 REMOVAL FROM RETURN TO FULL-TIME EMPLOYMENT LIST

An employee shall remain on the departmental return to full-time employment list for a classification only as long as the employee retains employment in the reduced-in-hours position for that classification. Additionally, an employee shall be retained on the list, but not certified, as long as the reduced-in-hours position is voluntarily held (that is, the employee requests the reduced-in-hours position and is accepted pursuant to the provisions of Section 13.7). Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.

13.33 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS

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

- a. Upon the expiration of two (2) years following the effective date of layoff of each person or five (5) years providing such person has remained employed by the Probation Department.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class).
- c. Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Section 13.31–c.(2) except in instances where the person states in writing that he or she temporarily is medically incapacitated.
- d. In the event a person states in writing that he or she does not desire appointment from the list or fails to file a written statement expressing his or her desire for appointment within five (5) calendar days following certified mailing to the person's last known address.

13.34 REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS

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

- a. Upon the expiration of two (2) years following the effective date of layoff of each person or five (5) years providing such person has remained employed by the Probation Department.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.).
- c. In the event a person states in writing that the person does not desire

appointment from the list or fails to file a written statement expressing the person's desire for appointment within five (5) calendar days following certified mailing, to the person's last known address.

d. Removal from the departmental reemployment list. The removal shall be from that County-wide reemployment list for the class to which the departmental reemployment list applied.

e. Except as provided in paragraph c. of Section 13.33, a person shall be authorized to decline appointment to a class to which the person has been certified by submitting a written statement which objects to the appointment on the basis of the identity of the department, geographical location of the job, or shift schedule of the job. Such a declination shall not result in removal of the person from the County-wide reemployment list. The person shall not thereafter be certified for appointment to a vacancy which falls within the description of the written objection.

13.35 EFFECT OF REEMPLOYMENT

When a person is reemployed from either a department reemployment list or a County-wide reemployment list, the period of unemployment following the layoff shall not be treated as an interruption of service for purposes of reestablishing salary, benefits or seniority. The period of such unemployment shall be treated as County service for seniority purposes. However, with the exception of seniority, the period of unemployment shall not be treated as County service for any other purposes.

13.36 SERVICE OF REEMPLOYMENT LISTS

a. Not later than January 1 of each year, the County shall serve by mail upon the Association a set of copies of all County-wide reemployment lists, all departmental reemployment lists, and all departmental return to full-time employment lists for classes covered by the Agreement. Such service shall be made once, and shall include all such lists prepared as a result of all layoff/reduction-in-hours which have occurred between July 1 and the date of service.

b. Not later than July 5 of each year, the County shall serve by mail upon the Association a set of copies of all County-wide reemployment lists, all departmental reemployment lists, and all departmental return to full-time employment lists for classes covered by the article. Such service shall be made once, and shall include all such lists prepared between the date of service pursuant to paragraph a. above, and June 30, inclusive.

13.37 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 13.38 through 13.44 shall be applicable only to disputes arising under Division C of this article.

13.38 EXISTENCE, ORDER AND CONTENTS OF REEMPLOYMENT LISTS

a. Except as provided in this section, no employee, person or other entity shall be authorized to grieve, dispute or otherwise challenge a reemployment list or return to full-time employment list established pursuant to this article.

b. No later than twenty (20) calendar days following each service of reemployment lists upon the Association, the Association shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list or return to full-time employment list required by this article, has established a reemployment list or return to full-time employment list prohibited by this article, the order of personnel contained on any one (1) or more of the lists violates the provisions of Sections 13.25, 13.26, 13.27, 13.28, 13.29 or 13.30, above, that personnel have been placed on a list in violation of said sections, or that personnel have been omitted from the lists in violation of said sections.

c. The grievance shall specifically identify:

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

d. The grievance shall be filed with the Office of Labor Relations, and shall be received by the Director not later than twenty (20) calendar days following service of the lists pursuant to Section 13.36.

e. The failure of the Association to file a grievance within the time required herein shall constitute a waiver of the right to challenge the matters referred to in this section, which is binding upon the Association and all other persons.

13.39 OTHER MATTERS

a. Except as to matters referred to in Section 13.38, the Association and any persons laid off from a class or reduced-in-hours in lieu of layoff in a class covered by this article shall be authorized to file a grievance alleging a violation of Sections 13.25 and 13.35.

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

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

13.40 PRE-ARBITRATION HEARING

a. A hearing shall be held by the County Executive or his/her designee on all grievances filed pursuant to the provisions of Sections 13.38 and 13.39, not later than ten (10) working days following the date of filing. The Association shall be given advance written notice of the time, date and place of all such hearings, and shall be authorized to appear and participate therein.

b. If the County Executive or his/her designee determines that a grievance shows a violation of this article and is otherwise timely and within the scope of the grievance-arbitration provisions, he or she shall be authorized to take all actions necessary to grant relief, including the layoff of any employees who have been employed in violation of the provisions of this division relating to reemployment or the reduction-in-hours in lieu of layoff of any employee returned to full-time status in violation of the provisions of this division relating to return to full-time employment.

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

13.41 REQUEST FOR ARBITRATION

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

a. The request for arbitration shall be in writing, and shall be filed with the Office of Labor Relations not later than seven (7) calendar days after mailing of the decision of the County Executive or his/her designee. If the Association fails to file a request for arbitration within the time required, the decision by the County Executive or his/her designee shall be deemed final, binding and conclusive upon all issues determined therein.

b. In formulating and filing the request for arbitration or by not filing a request for arbitration, the Association shall have authority to waive the claims of persons who have filed grievances or others which it elects not to file. The failure to assert such claims shall be deemed to be a waiver of such claims and rights which is binding upon

the Association, the persons who have filed grievances, and the personnel covered by this article.

13.42 ARBITRATION SCHEDULING

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

a. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree, the arbitrator shall be appointed by the American Arbitration Association.

b. Except as otherwise mutually agreed or otherwise provided, herein, the arbitration hearings shall be conducted in accordance with the rules of the American Arbitration Association.

c. The parties to the proceedings shall be deemed to be the County and the Association, and no employee, group of employees or other person shall be deemed to be parties to the proceedings.

13.43 DECISION

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

a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.

b. The arbitrator shall not have jurisdiction or authority to revise the order of either a County-wide reemployment list, departmental reemployment list or a departmental return to full-time employment list as to any person on such a list who has not been alleged in a timely grievance to have been placed in incorrect order thereon, except to the extent necessary to grant relief to a person determined to have been placed in incorrect order who was so alleged in a timely grievance.

c. The arbitrator shall not have jurisdiction or authority to invalidate the employment of any person who has been reemployed from either a County-wide reemployment list or departmental reemployment list or to grant any relief to a person on such a list who should have been so reemployed or certified for appointment, except as to persons named in a timely grievance.

d. The arbitrator shall not have jurisdiction or authority to invalidate the return to full-time employment of an employee who has been returned from a departmental return to full-time employment list or to grant any relief to any employee on such a list who should have been returned to full-time employment, except as to employees named in a timely grievance.

e. The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit his or her decision to the application and interpretation of its express terms.

f. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators and subsequent arbitrators shall be bound by the interpretations by prior arbitrators of the terms of this article.

g. The decision of the arbitrator shall be final and binding as to all matters within his or her jurisdiction.

13.44 COSTS

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

ARTICLE XIV AUTOMATIC TERMINATION

14.1 AUTOMATIC TERMINATION

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 automatically terminated from County service. A notice of automatic termination shall be sent by certified mail to the employee's last known address. The last known address shall be deemed to be that address which is entered into the County's payroll system. At the same time, a notice of automatic termination shall be served on the employee. Additionally, an email notification will be sent, at the same time service is made on the employee, to the President and Vice-President of the Association.

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

(1) If the employee makes satisfactory explanation to the appointing authority as to the cause of the employee's absence or failure to obtain leave therefor; and

(2) The appointing authority determines that the employee is ready, able, and willing to resume the discharge of the duties of his/her position; or

(3) If the appointing authority consents to a leave of absence to commence upon reinstatement.

c. The appointing authority may grant an exception to item b above on a case by case basis.

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

ARTICLE XV TERM

15.1 TERM

a. The provisions of this Agreement shall be effective on July 1, 2018 except as otherwise specifically provided.

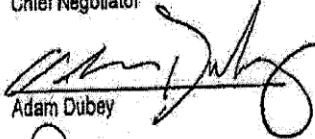
b. This Agreement shall remain in full force and effect from July 1, 2018, to and including June 30, 2021.

DATED: _____

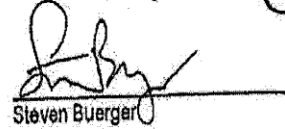
SACRAMENTO COUNTY
PROBATION SUPERVISORS'
ASSOCIATION



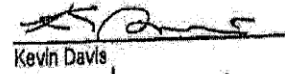
Gary Meising
Chief Negotiator



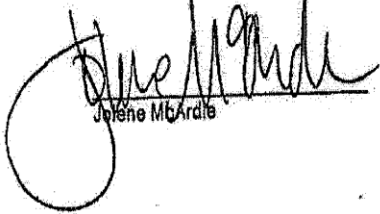
Adam Dubey



Steven Buerger

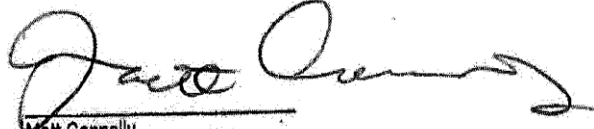


Kevin Davis

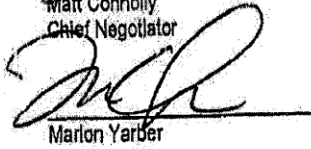


Jerene McArdle

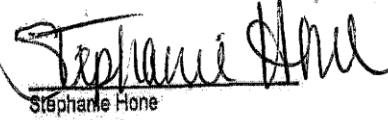
COUNTY OF SACRAMENTO



Matt Connolly
Chief Negotiator



Marlon Yarber



Stephanie Hone