

AGREEMENT

BETWEEN

COUNTY OF SACRAMENTO

AND

UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792

COVERING ALL EMPLOYEES IN THE

INFORMATION TECHNOLOGY AND SYSTEM PROFESSIONALS

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 United Public Employees of California, Local 792 (hereinafter "UPEC"). 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 Information Technology and System Professionals employees (hereinafter "employees") represented by UPEC.

ARTICLE I RECOGNITION AND COVERAGE

1.1 RECOGNITION

- a. County recognizes UPEC as the exclusive negotiating agent for all employees in the Information Technology and System Professionals Unit.
- b. UPEC recognizes the County Executive as the negotiating representative for the 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. The Information Technology and System Professionals Unit consists of all employees in the following classes listed in Exhibit "A" appended hereto.
- b. This Agreement applies only to employees in the above described representation unit.

1.3 DEFINITIONS

- a. Regular Employee: Regular employee means any employee, who occupies a permanent position, whether part-time or full-time, established in accordance with the annual salary resolution, in the class which is intended for permanent or career-type employment; and any regular employee who temporarily transfers to a temporary position.
- b. Temporary Employee: Temporary employee means any employee who has been appointed from a list of eligible or provisionally, in the absence of a list, to a position which is other than a permanent position.
- c. Extra Help Employee: Extra help employee means any employee who is employed for a period of short duration, whether part-time or full-time, in a position which either is designated as extra help in the annual salary ordinance or is not contained therein.

ARTICLE II UPEC RIGHTS

2.1 UPEC SECURITY

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

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

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

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

e. Forms and procedures pertaining to deductions for insurance and benefit programs shall be subject to approval by the County.

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

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

2.2 UPEC NOTICES AND MEETINGS

a. UPEC may use County conference rooms and similar building facilities for meetings with employees in the unit it represents; may post material on bulletin boards located 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 UPEC meetings may not be cancelled by the County except under emergency situations. The County may establish reasonable regulations governing the use of County facilities as provided by this section.

c. UPEC shall be entitled to reasonable use of designated bulletin boards at all offices and work locations where they are established or where they may become reasonably necessary.

d. UPEC 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 UPEC materials or announcements or other use inconsistent with the County's Information Technology Policies.

e. Duly authorized representatives of UPEC 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 UPEC representative shall, upon arrival at the facility, notify the person in charge of the areas he/she wishes to visit. Access shall not be unreasonably denied. If denied, the reason or reasons for the denial must be stated.

2.3 UPEC REPRESENTATION

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

b. A written list of the stewards of UPEC, with assigned areas of responsibility, shall be furnished the County (County Executive or his designee and the Director) immediately after their designation and UPEC shall notify the County promptly of any changes of such stewards. Those stewards shall not be recognized by the County until such lists or changes thereto are received and acknowledged by the Director.

c. There shall be up to eight (8) Union Stewards recognized by the County.

d. A steward may assist in the investigation or presentation of a grievance to management in a grievance meeting as set forth in this Agreement. The applicable steward shall be allowed a reasonable time for the above purpose during working hours without loss of pay, subject to prior notification and approval by the steward's immediate supervisor. For investigation or grievance presentations which take a steward physically outside the office space, such notification shall be on a form prescribed by the County which will state the amount of time spent for the purpose. When a steward is assisting in the investigation or presentation of a grievance within the office in which he/she works, the prior notification may be oral and the form need not be used; however, the steward shall accurately record on his/her timesheet all on-duty time spent investigating or presenting grievances to management. Stewards who represent unit members out of the steward's normal work location will be allowed reasonable travel time when it is necessary to travel to these offices to assist in the investigation or presentation of a grievance to management.

e. A steward may request use of personal paid leave (vacation or CTO) to attend steward meetings, conferences, conventions, or specified training schools, subject to the approval of the appointing authority and operational needs.

2.4 UPEC BUSINESS

An employee who is elected or selected by UPEC, upon written request of UPEC, may request use of personal paid leave for a period of time sufficient to attend conferences, conventions, or specified training schools, subject to the approval of the appointing authority and operational needs.

2.5 FAIR AND EQUAL REPRESENTATION

It is recognized that UPEC owes the same responsibilities to all employees in the representation unit and has a duty to provide fair and equal representation to all employees in all classes in the unit whether or not they are members of UPEC.

2.6 AGENCY SHOP ELECTION

An agency shop shall be implemented in the Information Technology and System Professionals Unit only after certification of a secret ballot election, conducted by the California State Mediation and Conciliation Service, in which a simple majority of those voting vote to implement an agency shop. Such election shall be held as soon as is administratively feasible.

- a. An election to implement the provision of this section shall not prohibit or restrict an election to rescind this provision as provided by Section 3502.5 of the Government Code.

- b. UPEC and the County mutually agree that the election provided for in Subsection b. of Section 3502.5 of the Government Code:
 - (1) Shall be determined by a simple majority of those voting; and
 - (2) Shall be conducted following election security procedures that apply to the conduct of employee representation elections that are subject to Chapter 2.79 of the Sacramento County Code.
- c. All employees in classifications included in the Information Technology and System Professionals Unit, on a date thirty (30) days prior to the holding of the election, shall be eligible to vote in such election.

2.7 AGENCY SHOP CONDITION OF EMPLOYMENT

Subject to Section 2.6, all employees in the representation unit shall, as a condition of continued employment, beginning with the second full pay period after notice is given to employees in accordance with Section 2.11 and until the termination of the Agreement, either:

- a. Become a member of UPEC; or
- b. Pay to UPEC a fair share fee for services rendered by the Association in an amount equal to the monthly periodic dues of the regular membership; less costs which are not related to the administration of this Agreement and the representation of employees. Each employee will have available to him/her membership in UPEC on the same terms and conditions as are available to every other member of UPEC; or
- c.
 - (1) Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment by signing a form provided by the County declaring such religious objections, which will remain valid during term of the Agreement; and
 - (2) Pay a sum equal to the agency fee described in Section 2.7-b. to a non-religious, non-labor charitable fund chosen by the employee from those charities listed within the County Employee Giving Campaign. The employee shall furnish written proof to the County and UPEC that this contribution has been made.
- d. Any solicitations or representations made to employees for the purposes of UPEC membership or payment of fair share fees shall clearly state that

such membership or requirements for fair share fee relate solely to UPEC and to no other organization.

2.8 SEPARATION FROM UNIT EXCEPTION

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

2.9 FAIR SHARE SERVICE FEE DETERMINATION AND DISCLOSURE

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

- a. Expenditures for labor contract negotiations on behalf of employees in the unit (for example, the fees and expenses of UPEC representative and staff support, including research of and preparation for a negotiating position).
- b. Expenditures for contract administration (for example, meetings and discussions with management concerning grievances under the contract, meetings with employees as part of grievance resolution, and costs of representatives for arbitration, shorthand reporters, or attorneys in enforcing the Agreement and staff support including research and preparation).
- c. Other expenditures allowable under the law.

2.10 EXPENDITURES NOT INCLUDABLE IN DETERMINATION OF THE FAIR SHARE FEE

- a. Under no circumstances shall expenditures for the following purposes and activities be included in any way in the calculation or determination of the fair share fee:
 - (1) Lobbying or other political activity, including support for individual candidates or political parties.
 - (2) Organizing and recruiting activities outside of the Information Technology and System Professionals Unit.
 - (3) Payments to affiliates, except for payments for activities under Section 2.9 above.

- (4) Social activities.
 - (5) Charitable and philanthropic activities.
 - (6) Insurance and other benefit programs.
 - (7) Any strike or concerted activity fund.
- b. Costs other than those described in Section 2.9 above shall not be considered when making a determination of the fair share service fee of non-members.

2.11 FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE

Within sixty (60) calendar days after the end of its fiscal year, UPEC shall mail to the County and to each employee within the bargaining unit a "Fair Share Fee Explanation and Notice of Right to Challenge." Such notice shall also be given to all new employees hired into the unit prior to the solicitation or collection of any membership dues or fair share fees. Such notice shall include:

- a. An accounting prepared and signed by an auditor, who is a certified public accountant for the overall purpose of providing an itemization of the expenditures of UPEC in detail necessary for an employee to be able to reasonably determine what portion of regular membership dues would be allocable to the cost of negotiation and contract administration as defined in Section 2.9 above.
- b. The amount of the fair share service fee shall not exceed the proportion of dues calculated in Section 2.9 above.
- c. Instructions on filing a challenge to the amount of the fair share service fee with UPEC:
 - (1) Non-members who wish to challenge collection of the fair share fee because the amount identified contains expenditures for activities not within the definition of Section 2.9, or because the procedures set forth herein have not been complied with; must file "Fair Share Fee Challenge Petition" with UPEC and a copy to the County.
 - (2) The petition shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures or procedures being challenged. The petition must include the name, address, and social security number of the challenger. Such petition must be submitted no later than thirty (30)

days after the postmark of the Fair Share Fee Explanation and Notice of Right to Challenge for such petition to be valid.

- (3) During the pendency of the challenge, the amount of the fair share fee reasonably in dispute shall be placed in an escrow account established by UPEC.
- (4) The dispute described in the challenge petition shall be heard by UPEC within thirty (30) calendar days after the closing of the challenge period referenced in this section. If the written response of UPEC is not satisfactory to the employee, such employee shall have the right to refer the matter to binding arbitration in accordance with procedures established by UPEC.
- (5) The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.
- (6) The costs of the arbitration shall be borne by UPEC.
- (7) At UPEC's sole discretion, the hearing of all appropriately submitted and valid challenge petitions may be consolidated into one (1) arbitration.

2.12 FAILURE TO PROVIDE FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE

Should UPEC fail to provide the information needed for the annual accounting required by Section 2.11(a), or fail to provide to each employee and to the County the required annual Fair Share Fee Explanation and Notice of Right to Challenge set forth above within the required sixty (60) days after the end of its fiscal year, the County shall have the right to give UPEC two (2) pay periods notice to provide the required notice. If UPEC fails to provide the required notice by the expiration of the two (2) pay periods, then the County shall make no further payroll deductions of any kind on behalf of UPEC (dues, fair share fees, insurance, et cetera) until such time UPEC provides the required notice.

2.13 LABOR ORGANIZATION ANNUAL REPORT

Annually, UPEC shall file with the Office of Labor Relations a fully completed copy of the U.S. Department of Labor LM-2 (Labor Organization Annual Report) which shall serve as the required financial disclosure pursuant to Government Code Section 3502.5 (f). If UPEC has paid or distributed all or a portion of the dues or fees collected to any other organization for the purpose of providing direct and ongoing representation to employees in the unit, UPEC shall also be required to submit fully completed LM-2 forms from those employee organizations at the same time UPEC submits its completed LM-2.

All LM-2s submitted pursuant to this section shall be signed by a certified public accountant and shall be made available to employees in the unit.

2.14 FAILURE TO FILE LABOR ORGANIZATION ANNUAL REPORTS

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

2.15 JUST CAUSE FOR TERMINATION

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

2.16 PROCEDURE FOR FAIR SHARE TERMINATION

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

- a. UPEC shall notify the employee (a copy to the appointing authority) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering a fair share service fee, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, UPEC will request that the employee be terminated as provided in this section.
- b. If the employee fails to comply, UPEC shall file with the appointing authority, in writing, proof of compliance with Subsection a., the specific charges, and a demand that the employee be terminated. The charges shall include:
 - (1) A statement that it is proposed that the employee be discharged from employment;
 - (2) A statement of the cause of the proposed discharge of the employee;
 - (3) A statement in ordinary and concise language of all specified facts or omissions upon which the cause is based;

- (4) A copy of UPEC documents relevant to the proposed action or a statement advising the employee and his/her appointing authority of the time and place where he/she may have access to such documents.
- c. In the case of a regular employee, the appointing authority shall serve a copy of the written charges upon the employee either personally or by certified mail, return receipt requested. The appointing authority shall give written notice to UPEC and the employee of the scheduled date of a hearing by the appointing authority.
- d. In the case of a temporary employee, the notice and copy of charges shall constitute a final termination notice. A hearing shall be held only if requested in writing within ten (10) days of the service or mailing of the notice and charges.
- e. The parties to the hearing shall be UPEC and the employee.
- f. The appointing authority shall determine whether UPEC has established cause to terminate the employee because of the violation of this section. If the appointing authority determines that there is cause for termination of the employee, the appointing authority shall terminate said employees within ten (10) days after making such determination. A permanent employee may appeal the order of termination through the discipline arbitration procedure (Article XI of this Agreement).
- g. UPEC shall bear all costs of terminating the employee, including all costs of the County in defending any appeal of an employee from the County's termination of such employee for failure to pay a fair share service fee. Such reimbursed costs shall not include payment of the attorney selected by the County to prosecute and defend the termination action.
- h. This provision shall be controlling for this section only. The hearing cost provisions in Sections 11.17 and 14.18 of this Agreement are exclusive to their respective articles.

2.17 INDEMNIFICATION

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

2.18 PAYROLL AUTHORIZATION REQUIREMENTS

The authorization for payroll deductions described in Section 2.19 shall specifically require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

2.19 VOLUNTARY PAYROLL AUTHORIZATION

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

2.20 LIST OF EMPLOYEES AND REPRESENTATION INFORMATION

The County shall provide UPEC with the following:

- a. Biweekly Reports:
 - (1) Employees newly assigned into the Information Technology and System Professionals Unit.
 - (2) Employees within the Information Technology and System Professionals Unit who have a UPEC payroll deduction specifying the following information:
 - (a) Name
 - (b) Social Security number and/or personnel number.
 - (c) Employment status code
 - (d) Index
 - (e) Classification code
 - (f) Amount of gross pay earned in the pay period
 - (g) Amount of membership dues or fair share fees paid in the pay period
 - (h) Amount of membership dues or fair share fees paid in the

quarter to date

- (i) Amount of membership dues or fair share fees paid in the year to date
 - (j) Mailing addresses
 - (k) Date assigned to the class
 - (l) Location code
 - (m) Salary range and step
- (3) Employees who have left County service.
 - (4) Employees who do not have payroll deductions from biweekly earnings.
 - (5) Employees who have transferred out of the Information Technology and System Professionals Unit.
- b. The above mailing addresses that are provided to UPEC are given to UPEC for its exclusive use for the sole purpose of conducting union business and are to be kept confidential. UPEC agrees not to release any employee mailing address to any other party without the written consent of the employee. This restriction also applies to employee social security numbers provided by the County.
 - c. Any questions regarding any reports provided under this section shall be made in writing to the Office of Labor Relations. The Office of Labor Relations shall respond in writing to UPEC questions.
 - d. The County will provide the above lists to UPEC electronically (via e-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, nor may it be construed to, modify the provisions of the Charter relating to civil service or personnel administration. The Civil Service Commission shall continue to exercise authority over classification of jobs and procedures and standards of selection for employment and promotion.

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

d. This section is not subject to the grievance and arbitration procedure as outlined in this Agreement.

ARTICLE IV GENERAL PROVISIONS

4.1 NON-DISCRIMINATION

a. 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 UPEC or encourage membership in any other employee organization.

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

4.2 STRIKES AND LOCKOUTS

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

b. The UPEC 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 UPEC members participate in such activities in violation of this provision, the UPEC 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. Any employee participating in these prohibited activities may be disciplined by the County. In the event of such discipline normal due process and appeal rights will apply.

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.

ARTICLE V HOURS OF WORK

5.1 PART-TIME EMPLOYMENT

a. 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. If a request to convert to part-time is approved, the employee will be assigned on a part-time basis as soon as administratively feasible.

b. An employee may request to return to full-time employment. Approval to return to full-time employment is subject to the approval of the appointing authority.

5.2 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.

5.3 HOURS OF WORK

a. The regular workweek shall commence Sunday and extend through Saturday, eight (8) hours per day, five (5) days per week for a total of forty (40) hours, which includes authorized absences with pay.

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

c. An employee normally shall be allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the workshift. Whenever it is necessary for an employee to work overtime in excess of two (2) consecutive hours, he/she shall be granted an additional lunch period, the taking of which is optional with the employee. The lunch period is work time if the employee is required to perform duties while eating. An employee is on work time if he/she is ordered to remain with a vehicle in the field during the lunch period or is required to remain on County premises. A lunch period is not work time if an employee is completely free from duties during the meal period.

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

5.4 CHANGES IN SCHEDULED WORK HOURS

a. A permanent employee shall be given at least fourteen (14) calendar days notice prior to a permanent change in their assigned hours of work, shift, or days off. Notice of permanent change shall be provided in writing.

b. The minimum fourteen (14) calendar days' notice requirement shall not apply to temporary or emergency assignments. The anticipated duration of the temporary or emergency assignment shall be provided in writing.

5.5 FOUR DAY/FORTY HOUR WORK WEEK

At the option of the County, the County may assign employees to work ten (10) hours per day, four (4) days per week with two (2) pay periods notice to the employee and the Union. The four-day workweek shall be subject to the following policies:

- a. Overtime: Overtime shall be earned when employees work in excess of ten (10) hours per day or forty (40) hours per week.
- b. Sick Leave: Sick leave with pay shall be accrued, accumulated, and taken in accordance with Section (8.2) of this Agreement and Subsection d. below.
- c. Vacation Leave: Vacation leave with pay shall be accrued and used in accordance with Section (8.1) and Subsection d. below.
- d. Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on scheduled ten-hour workshifts shall result in the deduction of ten (10) hours from employees' accrued leave balances.
- e. Holidays: Employees shall be granted the day off in accordance with Section (7.1) of the Agreement if a holiday falls on employees' scheduled workdays, except that the remaining two (2) hours must be taken off as leave first from accumulated compensating time off, and second from holiday in lieu or accumulated vacation time; and, if there are no leave balances, then leave without pay. If a holiday falls on employees' scheduled days off during the normal Monday through Friday workweek, the employees shall accrue eight (8) hours of compensating time off.
- f. Holiday In Lieu: Employees who work in a unit for which the normal work schedule includes Saturdays, Sundays, and holidays shall accrue eight (8) hours holiday time every four (4) weeks in accordance with Section (7.1) of this Agreement, except that in-lieu days off shall be for a ten-hour workday.
- g. Other Provisions: All other provisions of this Agreement shall apply to employees who work a ten-hour day/forty-hour workweek in the same manner as such provisions apply to employees who work a regular eight-hour/forty-hour workweek.
- h. Return to Normal Five-Day Schedule: The County shall have the right to discontinue the four-day work schedule by giving affected employees advance written notice of two (2) full pay periods.

5.6 9/80 WORK SCHEDULES

- a. An appointing authority, with the prior approval of the County Executive, may approve requests of employees covered by this Agreement in their department to work a 9/80 work schedule.
- b. The 9/80 work schedule is a schedule which during one (1) week of the biweekly pay period the employee is scheduled to work four (4) nine-hour

workshifts for a total of thirty-six (36) hours, and during the other week of the pay period, is scheduled to work four (4) nine-hour workshifts and one (1) eight-hour workshift. Because this schedule would require payment of overtime on the forty-four hour workweek, employees must be assigned to a re-designated work schedule as explained in Subsection-c.

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

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

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

(3) When determining overtime eligibility, all paid leave except sick leave shall be counted as time worked.

d. Meal Periods: Employees working a 9/80 schedule normally will take an unpaid meal period in the middle of their nine-hour workshift, or between the two (2) four-hour workshifts, consistent with Section 5.3. Employees may receive one (1) rest period during the first half of the employee's nine-hour workshift and one (1) rest period during the second half of the nine-hour workshift. Employees who work two (2) four-hour workshifts may receive one (1) rest period during each four-hour workshift.

e. Holidays: If a holiday falls on the scheduled nine-hour workshift, the remaining hour must be taken off as leave first from accumulated compensating

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

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

g. Return to Five-Day Schedule, Employee's Option: Employees may return to the standard five-day, forty-hour workweek upon the approval of their appointing authority. The appointing authority may require advance notice of two (2) full pay periods prior to the date of resuming the five-day, forty-hour workweek.

h. Return to Five-Day Schedule, Employer's Option: The appointing authority shall have the right to return employee(s) to the standard five-day, forty-hour workweek schedule after providing advance written notice of two (2) full pay periods to the affected employee(s).

i. Application: This provision applies only to those classes receiving time and a half overtime. This provision does not apply to an employee receiving straight time overtime.

5.7 ASSESSOR'S OFFICE – 4/9/4 ALTERNATE WORK SCHEDULE

a. The Four-Day/Nine-Hour, One-Day/Four-Hour (4/9/4) Schedule:

(1) Employees working at the Assessor's Office may work a 4/9/4 work schedule. Approval for employees to work the 4/9/4 work schedule shall be within the sole discretion of the Assessor.

(2) The normal work schedule of an employee on the 4/9/4 schedule shall be forty (40) hours per week with one (1) workday of four (4) hours and four (4) workdays of nine (9) hours.

(3) Overtime for employees working a 4/9/4 schedule shall be earned when an employee works in excess of nine (9) hours per day on the normally scheduled nine-hour workdays and in excess of four (4) hours per day on the scheduled four-hour workday. Overtime shall also accrue when an employee works in excess of forty (40) hours per week.

(4) Employees working a 4/9/4 modified work schedule shall take an unpaid meal period, generally in the middle of their work period, when working a nine-hour day.

b. Holidays: An employee shall be granted a holiday that falls on the employee's scheduled workday, except that if the workday is a nine-hour day, the remaining hour must be taken off as leave first from accumulated compensating time off, and second from accumulated vacation time; if there are no leave balances, then leave without pay. If a holiday falls on an employee's scheduled day off, the employee shall accrue eight (8) hours compensating time off. Employees on the 4/9/4 schedule whose four-hour workday falls on a holiday shall receive four (4) hours of CTO in addition to the four (4) hours of holiday time.

c. Leave Usage: For the 4/9/4 work schedules, full day absences on vacation, sick leave, CTO or HIL taken by employees on a scheduled nine-hour day shall result in the deduction of nine (9) hours accrued leave balance. A full day of leave taken on a scheduled four-hour day shall result in the deduction of four (4) hours leave respectively.

d. Return to Five-Day/Forty-Hour Schedule:

(1) The individual employees shall have the right to return to the normal five-day/forty-hour work schedule at the beginning of a pay period solely upon giving five(5) workdays' written notice to the Assessor.

(2) The Assessor shall have the right to return any individual employee, or any work section to the normal eight-hour day and five-day schedule solely upon giving five (5) workdays' written notice to the employees so affected.

5.8 CHANGES IN LOCATION

a. A permanent employee shall be given at least fourteen (14) calendar days' notice prior to a permanent change in their work location. A change in location is a change to a different physical work address, such as a change from downtown to the Bradshaw area, not a change of office, cubicle, or floor in the same building.

b. Notice of permanent change shall be provided in writing.

c. The minimum fourteen (14) calendar days' notice requirement shall not apply to temporary or emergency assignments.

ARTICLE VI SALARIES

6.1 SALARY INCREASES

a. Fiscal Year 2018-19: Effective the first pay period following the approval of the 2018-2021 labor agreement by the Board of Supervisors, salaries for all classes shall be increased by three percent (3%).

b. Fiscal Year 2019-20: Effective June 23, 2019, salaries shall be increased based on the average percent year-to-year change in the Consumer Price Index (United States City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2019, rounded to the nearest one tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) or more than four percent (4%).

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

6.2 SALARY ADMINISTRATION

a. Additional Lower Salary Step: Effective the pay period following approval of this Agreement by the Board of Supervisors, a Step 4 will be added to the salary ranges for all classes in the bargaining unit which will be approximately 5% below the Step 5 salary for the class. This will be the new entry step for the established range for each class.

b. Entry Step: The entry step within the established range for each class shall be Step 4 unless specifically designated as Step 5, 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.

c. 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.

d. 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 4 but not exceeding the step that he/she received at the time of resignation.

e. 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.

f. 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%.

g. 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.

h. 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.

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

j. Y-Rate: The Board of Supervisors may adopt a Y-rate to apply to: (1) an employee who would suffer an actual decrease in salary as a result of action taken by the County, without fault or inability on the part of the employee, or (2) an employee who is changing from one class series to another, as a normal 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.

k. 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.

l. 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.

m. 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.

n. Entry Step Adjustments: When the entry step for a class is adjusted to above Step 4 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.

o. 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.

p. 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.

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

r. 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.

s. 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.

6.3 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.

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. Overtime work shall not be considered as eligible service.

h. A step increase may be denied only for just cause.

6.4 PAY DIFFERENTIAL FOR WORKING IN AN OUT-OF-CLASS ASSIGNMENT

a. The purpose of this provision is to permit compensation of an employee who is properly assigned in writing to perform the significant duties of a higher classified position for relief necessitated by the temporary vacancy caused by the incumbent's absence or pending the filling of a vacant position.

b. The differential shall be five percent (5%).

c. The differential applies only if the following conditions are met:

(1) The position to which the employee is temporarily assigned must be vacant or the incumbent must be absent from duty.

(2) The higher class to which the employee is assigned must have a

salary range at least five percent (5%) higher than the salary range of the employee's class who is being temporarily assigned.

(3) The assignment shall be made by the appointing authority in writing formally specifying the period of the temporary assignment.

(4) The employee must satisfactorily perform the essential significant duties of the vacant position.

d. This pay differential shall not be utilized to circumvent the civil service appointment process. The five percent (5%) differential shall cease (1) when the absent incumbent returns to duty, (2) when the vacant position is filled, or (3) when the assignment is terminated by the appointing authority, whichever occurs first. However, under no circumstance may any temporary assignment continue nor is any compensation authorized in excess of five months and twenty-nine days in a rolling calendar period which starts on the first day of the assignment.

For example, if an employee is assigned to work out of class on August 15, 2011, they can work in that assignment for five (5) months and twenty-nine (29) days between the rolling calendar period of August 15, 2011 and August 14, 2012.

At the discretion of the appointing authority and with approval from the Director of Department of Personnel Services an assignment may be extended an additional five (5) months and twenty-nine (29) days.

6.5 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 as soon as feasible and prior to the repayment of funds.

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 be liable to the County for the amount of the reimbursement unrecovered at the time of termination. An employee will have the option to elect whether to have the unrecovered overpayment deducted from the employee's final paycheck or to pay by cash or personal check; should the employee fail to fully reimburse the overpayment within 30 days after termination, the County reserves 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, medicare, 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.

6.6 MASTER'S DEGREE

Effective the pay period following approval of the 2018-2021 labor agreement by the Board of Supervisors, employees will be eligible to receive a differential of 2.5% of base salary for possession of a Masters' in Computer Science, Management Information Systems, Information Technology, or a closely related field as approved by the Department of Personnel Services. These degrees must be from an accredited, recognized college or university as confirmed by the Department of Personnel Services. Employees shall not be eligible for more than 2.5% of base salary for the possession of multiple Masters' Degrees

6.7 STANDBY ASSIGNMENTS, CALL BACK, AND CALL-INS

a. Any employee who is required to remain on standby for emergency work shall be paid the equivalent of two hours' pay for each standby shift, whether or not the employee is called to work. A standby shift shall be eight (8) hour or less hours.

b. The employee who performs emergency work on standby duty shall be compensated therefore as overtime worked. A minimum of two (2) hours of overtime compensation per shift shall be paid to an employee who is called back.

c. Any employee who is not on standby pursuant to subsection (a) and (b) above and is called into work shall be compensated at the overtime rate in the following manner:

- (1) Office/field work – for overtime work which requires the employee to come to the office site or perform field work due to an emergency, the employee shall be paid a minimum of two (2) hours and up to the actual hours worked outside of the employee’s normally scheduled work hours.
- (2) Non-office/non-field work – for overtime work which does not require the employee to come to the office site to perform field work due to an emergency but is conducted, for example, by telephone from the employee’s residence, the employee shall be paid based on the actual time worked.

d. Employees not placed on standby do not have a requirement to be available, and shall not be subject to disciplinary action if not available.

ARTICLE VII HOLIDAYS

7.1 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.

e. Employees required to work on a holiday shall receive overtime compensation in addition to holiday pay.

ARTICLE VIII LEAVES

8.1 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>Approximate Biweekly Accrual Rate</u>	<u>Number Annual Days*</u>	<u>Accrual Maximum</u>
Less than 3 years	3.1 hours	10	240
More than 3 years, less than 6 years	4.6 hours	15	320

More than 6 years, less than 9 years	5.5 hours	18	400
More than 9 years, less than 10 years	5.8 hours	19	400
More than 10 years, less than 11 years	6.2 hours	20	400
More than 11 years, less than 12 years	6.5 hours	21	400
More than 12 years, less than 13 years	6.8 hours	22	400
More than 13 years, less than 14 years	7.1 hours	23	400
More than 14 years, less than 15 years	7.4 hours	24	400
More than 15 years	7.7 hours	25	400

*eight hour day

c. 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.

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

8.2 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 8.2 (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 8.2 (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 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);
- 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.

8.3 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, step-parent
- (6) grandparent, great grandparent, grandparent-in-law
- (7) grandchild, great grandchild
- (8) brother

- (9) sister
- (10) brother-in-law; brother of registered domestic partner; registered domestic partner of brother
- (11) sister-in-law; sister of registered domestic partner; registered domestic partner of sister
- (12) mother-in-law; mother of registered domestic partner
- (13) father-in-law; father of registered domestic partner
- (14) any child or close relative who resided with the employee at the time of death.

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

c. Such absence for family death shall be limited to time which is definitely required and shall not exceed 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.

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

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

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

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

g. Use of parental leave does not reduce or adversely affect the maximum one (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.

8.5 SICK LEAVE INCENTIVE PROGRAM

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

b. Regular employees must be continuously on the County payroll and eligible to earn and use sick leave during the entire twenty-six week period from Pay Period #1 through #13, and from Pay Period #14 through #26. Any employee on an unpaid leave of absence during a portion of the designated twenty-six week period is excluded for that time period. Any employee during the designated twenty-six week period who receives pay pursuant to Labor Code Section 4850 or who receives SDI integration, or who selects the disability leave option pursuant to Personnel Ordinance 2.78.790 (2)(b), is excluded from participation for that time period. Any employee who was temporary and transferred to a permanent position during the designated twenty-six week time period is excluded for that time period.

c. Part-time regular employees who work forty (40) or more hours per pay period shall be eligible to participate in the wellness incentive program. The same eligibility rules as outlined in Subsection b. above shall apply. However, the maximum amount of sick leave allowed for a part-time employee to use in Pay Periods #1 through #13, or in Pay Periods #14 through #26, shall be prorated. This means for a half-time employee the maximum sick leave that may be used is six (6) hours; for a four-fifths employee, the maximum would be 9.6 hours. The maximum hours of sick leave usage will include any hours used under the Family Medical Leave Act. The amount of time off received by the qualifying part-time employee shall also be prorated. This means a half-time employee would receive a certificate for four (4) hours of time off, and a four-fifths employee would receive a certificate for 6.4 hours of time off.

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

8.6 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. 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.

8.7 CONSERVATORSHIP DUTY LEAVE

An employee may request to use accrued leave to attend conservatorship hearings and related court appearances where the employee is the court-appointed conservator or is petitioning the court to be appointed conservator of a relative.

8.8 ASSIGNMENT OF LEAVE FOR CATASTROPHIC ILLNESS AND OTHER PURPOSES

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

8.9 COUNTY EMPLOYEES AS VOLUNTEER POLL WORKERS PROGRAM

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

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

(1) The employee has successfully applied for and has been selected and found qualified by the Sacramento County Registrar of Voters to serve as a volunteer poll worker;

(2) The employee has made a request in writing to his/her appointing authority for an absence from County employment as is necessary to attend and complete Poll Worker Training as directed by the Registrar and an absence for the employee's entire regularly scheduled workday on election day to serve as a volunteer poll worker in Sacramento County;

(3) On the day of the election the employee has fully executed his/her responsibilities as a poll worker and reported to his/her assigned polling place at the designated time, performed all duties appointed by the County elections official and as required by applicable state and federal elections laws, and remained on duty until the poll was properly closed and secured and until released by the County elections official. As a volunteer, the employee is entitled

to receive the normal stipend paid by Voter Registration and Elections to all volunteer poll workers. The stipend shall not be counted in any computation of the total wages or compensation paid the employee by reason of his/her regular employment with the County.

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

8.10 LEAVES OF ABSENCE

Chapter 2.78 of the County Code on leaves of absence shall be incorporated into this Agreement.

8.11 PAID ADMINISTRATIVE LEAVE

Paid administrative leave for all regular personnel shall be provided as follows and will be prorated for part time employees:

- a. As soon as administratively possible, following ratification and Board approval of the 2013-2018 labor agreement, all regular personnel shall receive a one-time credit of forty (40) hours of paid administrative leave in lieu of the 2009-2010 furlough days required of employees.
- b. This paid administrative leave time shall be scheduled with the approval by the appointing authority similar to scheduling vacation time.
- c. Administrative leave time as a result of subsection a. above will have no monetary value and will be lost if not used by June 30, 2018.
- d. The sixteen (16) hours of administrative leave granted for Fiscal Year 2011-2012 and Fiscal Year 2012-2013, negotiated in the 2011-2013 labor agreement will be lost if not used by the time the employee leaves County service.

ARTICLE IX HEALTH AND WELFARE

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 LIFE INSURANCE

a. Basic Benefit: The basic life insurance benefit is \$18,000 for employees. This shall be the default level of life insurance coverage, which shall be provided at no cost to the employee. The effective date of default level of life insurance coverage is the first day of employment as long as the employee is actively at work that day.

b. Voluntary Options: The County shall provide additional options to permit employees to elect up to three (3) times their annual salary to a maximum of \$500,000 of

provided and purchased life insurance. Premium rates for these supplemental options shall be determined by the County based on the quotation from the insurance carrier selected by the County to provide the life insurance.

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

d. Dependent Benefit: A life insurance benefit of \$2,000 (\$0 from birth to fourteen [14] days of age; \$200 from age fourteen [14] days to six [6] months) is provided for each dependent in addition to the basic life benefit provided to employees. No enrollment of dependents is generally required. Domestic partners and/or their dependents must be enrolled in the program as the dependents of an employee in order to be eligible for the dependent benefit.

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

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 RETIREE HEALTH CONTRIBUTION

The County will not provide a retiree health contribution when an employee retires.

9.11 HEALTH CARE REOPENER

a. The parties recognize that during the term of this Agreement, it may be necessary for the County to reopen this Article of the contract for the exclusive purpose of negotiating health benefit changes. Where the County finds it necessary to make such changes, the County shall notify UPEC in writing. UPEC shall request to meet and confer over any proposed change within ten (10) days. The parties agree to meet and confer in good faith pursuant to G.C. 3500 et seq. and Charter Article XIX, Section 91-95. It is the intent of parties to utilize this process to maintain to the extent permissible the health care benefits and coverage currently provided.

b. Any agreement resulting from such negotiations shall become an addendum to this Agreement.

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

d. Should the County reopen this Agreement pursuant to Item a above, Article III, Section 4.2 of this Agreement shall be suspended, if permitted by law.

**ARTICLE X
RETIREMENT PLAN**

10.1 RETIREMENT TIER 3

a. Employees hired prior to June 27, 1993, retain their status in either Retirement Tier 1 or Retirement Tier 2 unless previously elected to move to Tier 3.

b. Employees hired on June 27, 1993, or after, were placed into Tier 3. Tier 3 shall be the same as the existing Tier 2, except that Tier 3 shall have a 2% post-retirement cost-of-living adjustment factor pursuant to Government Code Section 31870.

10.2 RETIREMENT ENHANCEMENT FOR MISCELLANEOUS

a. Effective June 29, 2003, the County implemented the 2% @ age 55 ½ plan and employee purchase of prior service credits to a maximum of four (4) years. The election to purchase shall be open ended with the employee purchase of the employee's share, County's share, and accumulated interest.

b. In June 2003, there was a reduction in the CPI salary increase of 3.0% to offset increased retirement costs for miscellaneous members effective with the implementation date of retirement enhancement.

10.3 TIER 4 MISCELLANEOUS EMPLOYEE RETIREMENT

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

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

10.4 TIER 5 MISCELLANEOUS EMPLOYEE

All employees hired on or after January 1, 2013 shall be subject to the California Public Employee's Pension Reform Act of 2013 (PEPRA). Such miscellaneous employees will be placed into Miscellaneous Tier 5 or 2% at 62.

10.5 DEFERRED COMPENSATION - TEMPORARY EMPLOYEES

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

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

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

10.6 RETIREMENT CONTRIBUTION

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 XI DISCIPLINE & DISCHARGE

11.1 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 11.2 below, of employees in a class included in the Information Technology and System Professionals Unit.

11.2 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 UPEC.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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 Office 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 into 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 UPEC.

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 Office of Labor Relations, provided notice is served as specified in this action.

11.8 APPEAL

a. UPEC 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 Office 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 Office 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 UPEC 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.

11.9 MEDIATION OF A DISCIPLINARY ACTION

a. Prior to the arbitration hearing UPEC may request mediation. Mediation shall take place on the first and third Tuesday of each calendar month. Subsequent days for mediation will be scheduled, if necessary. The parties agree to mutually select a panel of mediators. If the parties are unable to select a panel of mediators, they shall utilize the State Mediation and Conciliation Service.

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. Mediators who have been selected by the parties to mediate disputes will be scheduled on a rotating and available basis.

d. The parties agree to meet annually in May to review the mediators listed above. The list of mediators for the subsequent year shall be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until such time as a new list is agreed to, or the State Mediation and Conciliation Services are utilized.

e. 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.

f. The mediation procedure shall be entirely informal in nature. However, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the appeal should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation hearing.

g. The primary effort of the mediator 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.

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

i. 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.

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

11.10 SELECTION OF AN ARBITRATOR

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

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.

11.11 AMENDED OR SUPPLEMENTAL ORDER

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

11.12 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.

11.13 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 UPEC, and counsel chosen by UPEC.
- c. The employee shall be entitled to appear personally at the hearing and produce evidence.

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

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

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

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

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

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

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

11.14 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.

11.15 DECISION

a. Following the hearing, the arbitrator shall promptly prepare and submit to the parties to the hearing a decision in the case. The decision shall contain and be limited to specific factual findings relating to the facts alleged in the disciplinary order and any facts asserted by the appellant for purposes of defense or mitigation; a determination of legal

issues, if any; a determination of whether the facts found constitute good cause for discipline; and an order that affirms, modifies or sets aside the order of disciplinary action imposed by the appointing authority.

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

11.16 FINALITY OF DECISION

The decision of the arbitrator shall be final and binding.

11.17 COSTS

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

11.18 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 UPEC agree that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE XII FURLOUGH

12.1 FURLOUGHES

Employees shall not be furloughed during the term of this Memorandum of Understanding unless the parties meet and confer and reach agreement as to how any proposed furloughs would be implemented. This provision shall sunset on June 30, 2013.

ARTICLE XIII MISCELLANEOUS

13.1 AUTOMATIC RESIGNATION

Absence without leave for five consecutive working days shall be deemed an automatic resignation from County service, as of the last date on which the employee worked. Within fifteen (15) days after receipt of the service of notice of automatic

termination, an employee may request reinstatement to the employee's previously held position. Reinstatement may be granted only if:

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

13.2 LETTERS OF REPRIMAND

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

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

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

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

13.3 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.

13.4 JOINT LABOR MANAGEMENT COMMITTEE

The County and UPEC agree to create a joint labor management committee for the purpose of discussing training and the career path of unit job classifications. The Committee will be governed by the following principles:

- a. The committee will meet quarterly.
- b. The agenda for the meeting will be decided five (5) working days in advance of the meeting, unless otherwise mutually agreed to by the parties.
- c. The County will release four (4) employees for attendance at the meetings.
- d. This section is not intended to substitute or change the Civil Service Commission's authority over the classification of positions and the Department of Personnel Services' recommendation of the classification plan to the Commission. This section also is not intended to change or modify the existing County Personnel Policies & Procedures.
- e. This section is not grievable within the meaning of the grievance procedures as defined in Article XIV.
- f. This section will sunset on June 30, 2013.

ARTICLE XIV GRIEVANCE AND ARBITRATION PROCEDURE

14.1 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.

14.2 DEFINITIONS

- a. A grievance is a complaint of one (1) or a group of employees, or a dispute between the County and the Union, 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 Union, or the County.

d. As used herein, “steward” or “Union representative”, if an employee of the County, refers to an employee designated as such pursuant to Section 2.3.

14.3 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.

14.4 PRESENTATION

An employee or the Union representative, or both, may present a grievance while on duty.

14.5 EMPLOYEE RIGHTS

The employee retains all rights conferred by Section 3500, et seq., of the Government Code of Chapter 2.79 of the Sacramento County Code.

14.6 APPLICATION

Grievances as defined in Section 14.2 shall be brought through this procedure. The procedure adopted by the Board of Supervisors effective October 1, 1969, shall not apply to employees covered by this Agreement for any purpose whatsoever.

14.7 INFORMAL DISCUSSION

The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Union representative. Within five (5) workdays, the immediate supervisor shall give his/her decision or response. If the immediate supervisor fails to respond to the informal grievance within five (5) workdays, the grievant shall have the right to initiate a formal grievance no later than ten (10) workdays after the event or circumstances occasioning the grievance.

14.8 FORMAL GRIEVANCE - STEP 1

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

(1) Ten (10) workdays after the event or circumstances occasioning the grievance; or

(2) Within five (5) 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) above, the period in which to bring the grievance shall not be extended by Subsection (2) above.

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 employee may be represented by the Union steward or 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 investigate the grievance and give his/her decision in writing to the grievant.

14.9 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 employee may be represented by the Union 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 designee 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.

14.10 FORMAL GRIEVANCE - STEP 3

a. The Step 3 appeal shall be considered a formal request for a meeting and a written decision by the County Executive or his/her designee. The meeting should be held within twenty (20) working days from the receipt of the appeal to Step 3.

b. The County and the Union agree to make every effort to schedule Step 3 grievance meetings twice a month. The intent of the parties is to hear all grievances within forty (40) working days of the appeal.

c. There shall be two (2) tracks to solve the problem at Step 3. The Union shall reserve the right to choose either:

(1) Mediation as described in Section 14.11; or

(2) Third step appeal as described in Section 14.12.

14.11 MEDIATION

a. Grievances appealed to Step 3 may be submitted by the Union to mediation. Mediation shall take place on the first and third Tuesday of each calendar month. Subsequent days for mediation will be scheduled, if necessary. The parties agree to mutually select a panel of mediators. If the parties are unable to select a panel of mediators, they shall utilize the State Mediation and Conciliation Service.

b. Under no case shall the adjustment or resolution of the grievance at this level exceed forty (40) working days from the date of their appeal to Step 3, unless extended by mutual agreement of the parties. If not extended, the Union may appeal the grievance to arbitration.

c. Mediators, who have been selected by the parties to mediate grievance disputes, will be scheduled on a rotating and available basis.

d. The parties agree to meet annually in May to review the mediators listed above. The list of mediators for the subsequent year shall be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until such time as a new list is agreed to or the State Mediation and Conciliation Service are utilized.

e. 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 grievance for consideration by the other party.

f. Mediation Procedures: The mediation procedure shall be entirely informal in nature. However, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the proceeding, both by stating their views and by asking questions of the other participants at the mediation hearing.

g. The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of 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, based on the stated grievance and the Collective Bargaining Agreement, as to how the grievance 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 grievance. If the grievance 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. Neither attorneys nor court reporters or any other type of note taker shall be allowed to be present at the proceedings.

h. 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.

i. Any grievance not resolved within twenty (20) working days of the initial mediation session with no subsequent mediation session(s) scheduled and which the Union wishes to pursue may be appealed by the Union to arbitration within ten (10) working days.

14.12 HEARING AND RESPONSE - STEP 3

a. If the Union chooses not to utilize mediation and is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within five (5) working days to the County Executive. The employee may be represented by a Union representative.

b. The County Executive or his/her designated representative shall respond in writing within ten (10) working days to the grievant. If the County Executive or his/her designated representative determines that it is desirable to hold a meeting regarding the grievance, the County Executive or his/her representative shall respond to the grievance within thirty (30) workdays from the date the grievance was appealed to Step 3 unless extended by mutual agreement of the parties.

14.13 ARBITRATION - STEP 4

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

14.14 RESPONSE

If the County fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

14.15 COPY OF DECISION

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

14.16 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 and Conciliation Service a list of five (5) 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.

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.

e. The County and the Union may use expedited arbitration. Expedited arbitration would include:

- (1) A requirement that the arbitrator selected render a decision within sixty (60) calendar days of the conclusion of the hearing.
- (2) Either side may request, at their cost, a court reporter.
- (3) No post hearing briefs unless mutually agreed by the parties.

f. Either the County or the Union may require a full arbitration hearing on any grievance.

14.17 DECISION

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

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

14.18 COSTS

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

14.19 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 Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE XV SENIORITY, LAYOFFS AND REEMPLOYMENT

DIVISION A APPLICATION-PURPOSES-RIGHTS

15.1 PURPOSE

This article establishes layoff procedures and reemployment 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. However, the order of layoff and the identity of those employees to be laid off shall be governed by the provisions of this article. This article also establishes reemployment rights and the order of reemployment of employees who are laid off and provides for the resolution of any dispute which might arise respecting the order of layoff or reemployment of those employees who are laid off.

15.2 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. 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.
- f. Status: The employee's current appointment, such as permanent, temporary, provisional or probationary. Temporary includes intermittent and limited term.
- g. 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.

15.3 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 15.5.
- 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.

15.4 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 vacancy in the class within the department.
- (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.

15.5 SENIORITY

a. Seniority shall be determined by the date of original appointment to the class. 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) An employee with the earliest date of entry into continuous County service.
- (2) An employee with the highest standing on the eligible list from which the appointments to the applicable class were made.

c. The seniority date for an employee who terminates and subsequently returns 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 returns to a former 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.

15.6 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

15.7 NOTICE OF LAYOFF

a. Each employee subject to layoff shall be given written notice of layoff. The notice shall prescribe the effective date of layoff. The written notice shall either be personally handed to the employee or mailed by certified mail, return receipt requested, to the 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 should be deemed to have received notice five (5) days after the date of mailing.

b. The effective date of layoff shall be not earlier than the 14th calendar day following the date of service of the notice of layoff.

15.8 NOTICE TO UNION

Each time a layoff is ordered, the County shall mail to the Union, not later than the date of service of the last notice of layoff, each seniority list by class and department in which an employee covered by this Agreement is to be laid off. Each such list shall identify the employees to be laid off and show the date of service of the notice of layoff to each employee who is to be laid off.

15.9 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Section 15.10 through 15.20 shall apply to grievances concerning the validity or timeliness of service of notice of layoff, the order of layoff, or the identification of who is laid off under the order of layoff.

15.10 GRIEVANCE

A grievance is a complaint by one (1) or a group of employees or UPEC 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, not timely served with notice of layoff, misplaced within the order of layoff, or incorrectly identified for layoff under the order of layoff, in violation of the terms of this article.

15.11 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 County's Office of Labor Relations not later than seven (7) calendar days following the alleged violation. Any grievance which is not received by the Office 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.

15.12 DELIVERY TO UNION

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

15.13 COMPLAINTS BY UNION

a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 15.11 or twenty-two (22) calendar days after the filing of a grievance by the Union, whichever is earlier, the Union shall file a consolidated complaint with respect to all such grievances. The complaint shall name each employee previously named in a grievance, who the Union asserts has been not validly served with notice of layoff, not served in a timely manner, misplaced within the order of layoff, or incorrectly identified for layoff under the order to layoff. Any employee named in a timely grievance filed by the Union 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 under the order of layoff.

b. By filing the complaint or by not filing a complaint, the Union 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 Union of the copies of employee grievances or twenty-two (22) calendar days following filing by the Union of its grievance, whichever is earlier.

15.14 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.

15.15 CONSOLIDATION OF PROCEEDINGS

a. It is understood that the County is entering into this type of Agreement with exclusive representatives of other representation units of County employees. The County Executive or his designee shall be authorized to order the consolidation for purposes of hearing and decision of a complaint by UPEC 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 effected by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice shall designate the arbitrator from Section 15.16 for the consolidated hearing.

c. The Union shall be authorized to withdraw from the consolidated proceedings by serving written notice of withdrawal upon the County's 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 Union withdraws from a consolidated proceeding, the County shall have a right to a reasonable continuance of any hearing of the Union'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 Union withdraws from a consolidated hearing, and subsequently an arbitrator makes a back-pay award under the Union'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 Union'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.

15.16 APPOINTMENT OF ARBITRATOR

a. An impartial arbitrator shall be selected jointly by the parties from a list of five (5) arbitrators provided by the State of California Mediation and Conciliation Service.

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

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

15.17 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 Union (and other unit representative, if any), and no employee or groups of employees shall be deemed to be parties of the proceedings.

15.18 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 was served in a timely manner in compliance with the provisions of this article;
- b. Whether the order of layoff complied with the terms of this article;
- c. Whether the identification of particular employees for layoff violated the terms of this article;
- d. The remedy, in the event it is determined that layoff did not comply with the terms of this article; and,

- e. The employee or employees who should have been identified for layoff.

15.19 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 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 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 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 in a timely grievance and 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 of each such employee. The order of layoff shall become effective fourteen (14) calendar days following service of the notice of layoff which results therefrom pursuant to Section 15.7.
- e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff of fewer personnel 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/her jurisdiction.

15.20 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

15.21 ENTITLEMENT

With respect to classes covered by this article, reemployment 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 provision set forth in this division.
- 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.

15.22 TYPE OF POSITION

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

15.23 LIMITED-TERM

Personnel serving under limited-term appointments shall not be entitled to reemployment rights or to placement on either a departmental or County-wide

reemployment list, whether or not they held permanent status as limited-term appointees in the class from which they were separated.

15.24 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 in the inverse order in which they are separated from service in that class.

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

15.25 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.

15.26 APPOINTMENT AND CERTIFICATION PRIORITIES

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

a. 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.
- b. No person shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name shall be certified for each vacancy in excess of one (1).
 - (1) For each person who declines an offer of appointment, an additional name shall be certified.
 - (2) A person on the County-wide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as is specified in Section 15.26a.(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.

15.27 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.
- 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 15.26 (a)(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.

15.28 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.
- 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 15.27, 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.

15.29 EFFECT OF REEMPLOYMENT

a. When a person is reemployed from either a departmental reemployment list or a County-wide reemployment list, the period of unemployment 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.

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

15.30 SERVICE OF REEMPLOYMENT LISTS

a. Not later than January 1 of each year, the County shall serve by mail upon UPEC a set of copies of all County-wide reemployment lists and all departmental reemployment 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 layoffs which have occurred between July 1 and the date of service.

b. Not later than July 5 of each year, the County shall serve by mail upon UPEC a set of copies of all County-wide reemployment lists and all departmental reemployment 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. and June 30, inclusive.

15.31 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 15.32 through 15.38 shall be applicable only to disputes arising under Division C of this article.

15.32 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 established pursuant to this article.

b. No later than twenty (20) calendar days following each service of reemployment lists upon the Union, the Union shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list required by this article, has established a reemployment list prohibited by this article, the order of

personnel contained on any one (1) or more of the lists violates the provisions of Sections 15.21, 15.22, 15.23, 15.24, or 15.25, 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 County's Office of Labor Relations and shall be received by the Office of Labor Relations not later than twenty (20) calendar days following service of the lists pursuant to Section 15.30.

e. The failure of the Union 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 Union and all other persons.

15.33 OTHER MATTERS

a. Except as to matters referred to in Section 15.32, the Union and any persons laid off from a class covered by this article shall be authorized to file a grievance alleging a violation of Sections 15.21 and 15.29.

b. Such grievances shall be filed on forms prescribed by the County with the County's 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 Office of Labor Relations within said period shall be deemed invalid, null, and void.

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

15.34 PRE-ARBITRATION HEARING

a. A hearing shall be held by the County Executive or his designee on all grievances filed pursuant to the provisions of Sections 15.32 and 15.33, not later than

ten (10) working days following the date of filing. The Union shall be given advance written notice of the time, date and place of all such hearings, and shall be authorized to appear and participate therein.

b. If the County Executive or his designee determines that a grievance shows 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.

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

15.35 REQUEST FOR ARBITRATION

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

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

b. In formulating and filing the request for arbitration or by not filing a request for arbitration, the Union 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 Union, the persons who have filed grievances, and the personnel covered by this article.

15.36 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 UPEC, and no employee, group of employees or other person shall be deemed to be parties to the proceedings.

15.37 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 or departmental reemployment list as to any person on such a list who has not been alleged in a timely grievance to have been placed in incorrect order thereon, except to the extent necessary to grant relief to a person determined to have been placed in incorrect order who was so alleged in a timely grievance.

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

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

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

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

15.38 COSTS

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

**DIVISION D
MISCELLANEOUS**

15.39 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 Union agrees that the number of witnesses requested to attend, and their scheduling shall be reasonable.

**ARTICLE XVI
TERM**

16.1 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.

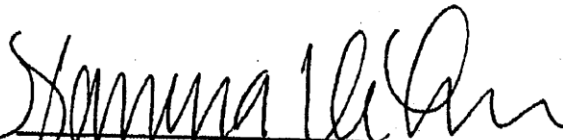
DATED: _____

**UNITED PUBLIC EMPLOYEES
OF CALIFORNIA, LOCAL 792**

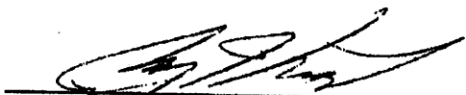
COUNTY OF SACRAMENTO



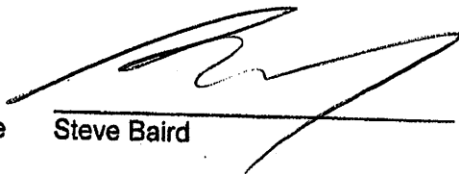
Steve Allen, UPEC Business Manager
Secretary-Treasurer



Vanessa De Leon, Chief Negotiator



Ryan Heron, UPEC Labor Representative

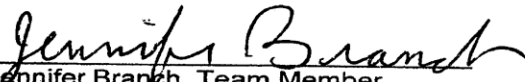


Steve Baird

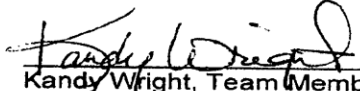

Kelly Newell, UPEC Board Member


Jessica Pellerin


Teryl Parnell, Team Member


Jennifer Branch, Team Member


Paul Vaca, Team Member


Kandy Wright, Team Member


Kerri Stewart, Team Member

Ryan Douma, Team Member

