

3/14/19  
3:18pm  
passed  
by  
Chris

1 Time \_\_\_\_\_ Date \_\_\_\_\_

2  
3 The Union makes the following proposal to County clean up language Art 11.2-16.6.

4  
5 **AGREEMENT**  
6 **BETWEEN**  
7 **COUNTY OF SACRAMENTO**  
8 **AND**  
9 **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**  
10 **COVERING ALL EMPLOYEES IN THE**  
11 **WELFARE SUPERVISORY UNIT**  
12 **2016-2019**  
13

14 a. Effective July 6, 1975, the County will pay one-half of the employee's normal  
15 retirement contribution including one-half of the cost-of-living contribution in accordance  
16 with the provisions of the County Employee's Retirement Law of 1937.

17  
18 b. Effective the pay period beginning December 27, 1992, the County will no longer  
19 pay one-half of the employee's retirement contribution as provided in Subsection a.  
20 above.  
21

22 **11.2 RETIREMENT TIER 3**  
23

24 a. Effective the pay period beginning June 27, 1993, the County shall establish a  
25 new retirement tier. This new retirement Tier 3 shall be the same as the existing Tier 2,  
26 except that Tier 3 shall have a 2% post-retirement cost-of-living adjustment factor  
27 pursuant to Government Code Section 31870, whereas Tier 2 has no post-retirement  
28 cost-of-living adjustment factor.  
29

30 b. Employees hired prior to June 27, 1993, who are members of Tier 2, shall be  
31 given a one-time opportunity to transfer to Tier 3. These employees who elect to transfer  
32 to Tier 3 also transfer their prior service credit in Tier 2 to Tier 3 with no additional  
33 employee contributions being required for the transfer of this prior service.  
34

35 c. Employees hired on June 27, 1993, or after, shall upon hire be placed into Tier 2,  
36 but immediately thereafter shall also be given a one-time opportunity to transfer to Tier 3.  
37 For these employees who elect to transfer to Tier 3, their brief service credit in Tier 2 will  
38 be transferred to Tier 3, and the necessary contributions will be required of both the  
39 employee and County.  
40

41 d. All of the above employees shall be given a period of sixty (60) calendar days to  
42 submit in writing to the County their election to transfer to Tier 3. The employee's  
43 election to transfer to Tier 3, or failure to elect to transfer to Tier 3 and remain in Tier 2,  
44 shall be irrevocable and shall apply to all periods of future service.  
45

46 **11.3 RETIREMENT REFORM - MISCELLANEOUS RETIREMENT**

47  
48 Effective December 12, 1982, all employees in the unit who were members of the  
49 Sacramento County Employees' Retirement System prior to September 26, 1982, and  
50 who are granted a non-service connected disability retirement shall have benefits for  
51 non-service connected disability computed as prescribed by Section 31727.7 of the  
52 County Employees' Retirement Law of 1937.  
53

54 **11.4 DISABILITY RETIREE-RETURN RIGHTS**

55  
56 a. This section applies to any person who formerly held permanent status in a civil  
57 service class from which such person was placed on disability retirement, who is  
58 subsequently determined by the retirement board to not be incapacitated and who is  
59 eligible for reinstatement as provided in Government Code Section 31730.  
60

61 b. When such person is returned to County civil service, ~~he or she~~ they shall have  
62 permanent status in a position comparable to that held at the time of retirement. The  
63 returned person's seniority and benefits shall be based on service as of the time of  
64 retirement.  
65

66 **11.5 RETIREMENT GOLDEN HANDSHAKE**

67  
68 If the Board of Supervisors approves a "golden handshake" for employees in the Welfare  
69 Supervisory Unit, the following criteria shall apply:  
70

71 a. Minimum age of fifty (50) and at least ten (10) full years of retirement  
72 systems service credits.  
73

74 b. A maximum of four (4) years of extra service credit pursuant to Section  
75 31641.05 of the Government Code.  
76

77 c. Deletion of a position or positions from the budget which will result in cost  
78 savings to the County.  
79

80 d. The employee must be in a job classification, County department or  
81 department subdivision, or other County organizational unit recommended by the County  
82 Executive included in the resolution adopted by the Board of Supervisors.  
83

84 e. The employee offered a golden handshake may not have received  
85 unemployment insurance payments during the six (6) months prior to the retirement  
86 period and may not receive it after retirement.  
87

88 f. The employee must retire within the dates specified by the Board of  
89 Supervisors in the resolution authorizing early retirement (not to exceed 180 days).  
90

91 g. Each golden handshake is subject to final approval by the County

Executive.

- h. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.

## **11.6 RETIREMENT ENHANCEMENT FOR MISCELLANEOUS**

a. Effective June 27, 2004, or sooner if agreement is reached with all other recognized employee organizations representing miscellaneous members, the County will implement 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. Reduction in CPI salary increase of 3.0% to offset increased retirement costs for miscellaneous members effective with the implementation date of retirement enhancement. If the CPI increase is less than 3.0%, the CPI for the next year will be further offset for the difference so that the total offset is 3.0%.

## **11.7 CONVERSION OF MISCELLANEOUS RETIREMENT TIER 2 SERVICE TO MISCELLANEOUS RETIREMENT TIER 3 SERVICE**

a. Effective January 1, 2007, or as soon thereafter as administratively possible, employees currently in Miscellaneous Tier 2 in the Sacramento County Employees' Retirement System ('SCERS') will have the opportunity to make a one-time election to convert to Miscellaneous Tier 3 status, and upon the effective date of such conversion, accrue all future service in Tier 3, at the contribution rates applicable to Tier 3, and with the retirement benefits attributable to the new Tier III service.

b. If an employee makes a timely election to convert from Tier 2 to Tier 3, the employee will have the opportunity to convert the employee's pre-existing Tier 2 service to Tier 3 service by paying the full actuarial cost for the conversion of the Tier 2 service to Tier 3 service, as determined by SCERS in consultation with its actuary, as of the date of commencement of the conversion.

c. The employee may pay for the conversion of Tier 2 service to Tier 3 service by lump sum payment or by installment payments over a period not to exceed five (5) years, in accordance with the limitations imposed by the United States Internal Revenue Service, as determined by SCERS' tax counsel, and in accordance with the service conversion rules established by SCERS. In order to receive credit for a Tier 2 to Tier 3 service conversion, payment for the conversion must be completed on or before the effective date of the employee's retirement. If a Tier 2 to Tier 3 service conversion is not completed on or before the employee's retirement date, a prorated amount of the Tier 2 service will be converted to Tier 3 service based on the amount paid by the employee as of the employee's effective retirement date.

d. Tier 2 to Tier 3 service conversions may be made in minimum increments of six (6) months. An existing installment payment plan to convert Tier 2 service to Tier 3 service must be paid off in full before an employee can initiate a new installment payment plan to convert additional Tier 2 service to Tier 3 service.

#### **11.8 TIER 4 MISCELLANEOUS EMPLOYEE RETIREMENT**

The County shall establish a Miscellaneous Employee Retirement Tier 4 based upon Government Code Section 31676.1, resulting in a 1.92% at age 60 formula, 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 Employee Retirement Tier 4.

#### **11.9 RETIREMENT COST SHARING**

Fiscal Year 2016-2017: No additional retirement pick-up.

Fiscal Year 2017-2018: Effective January 1, 2018, all employees will pay an increase in their retirement contribution by two percent (2%).

Fiscal Year 2018-2019: Effective the first pay period of July 2018, all employees will pay an additional increase in retirement contribution by two percent (2%).

Effective June 30, 2019, all employees will pay fifty percent (50%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937.

#### **11.10 TIER 5 MISCELLANEOUS EMPLOYEE RETIREMENT**

The County shall establish a Miscellaneous Employee Retirement Tier 5 upon California Public Employee's Pension Reform Act of 2013, resulting in a 2% at age 62 formula, with a final compensation based upon the highest three-year average compensation pursuant to California Public Employees' Pension Reform Act of 2013. This retirement tier shall apply exclusively to employees hired on or after January 1, 2013.

## **ARTICLE XII ALLOWANCES AND REIMBURSEMENTS**

180 **12.1 TUITION REIMBURSEMENT**

181  
182 The County will provide education reimbursement for education costs incurred by  
183 regular employees who apply for such reimbursement in accordance with the policies  
184 and procedures governing the education reimbursement program. The maximum  
185 reimbursement shall be \$1,500 per year.

186  
187 **12.2 MILEAGE REIMBURSEMENT-**

188  
189 The County shall reimburse employees who agree mutually with the County to provide  
190 their private cars for use on official business in lieu of using a County-owned car. The  
191 reimbursement shall be paid monthly on the filing of a claim therefor by the employee.  
192 The employee shall be reimbursed for any mileage traveled at a rate based upon the  
193 Internal Revenue Service business mileage deduction rate, for the first 600 miles of  
194 reimbursement. For over 600 miles, the reimbursement would be at the Internal  
195 Revenue Service business mileage deduction rate less \$.15 per mile.

196  
197 **12.3 TRANSIT PASS**

198  
199 Effective July 1, 2014, the transit subsidy shall be increased to \$75 per month.  
200

201 **12.4 EDUCATION AND CERTIFICATION INCENTIVE PAY**

202  
203 Regular employees in the class of Family Service Supervisor will become eligible for  
204 education incentives beginning the first biweekly pay period after submission of evidence  
205 of eligibility to the person designated by the appointing authority.

206  
207 Education Incentive Pay: Additional salary shall be paid to employees who complete  
208 education credits. To qualify for such additional salary, employees must (1) complete or  
209 have completed the following college level semester units<sup>1</sup> from an accredited,  
210 recognized college or university as verified by the Department of Personnel Services;  
211 and (2) attain a minimum grade of "satisfactory" on all course work:

212  
(1) Thirty (30) to fifty-nine (59) undergraduate semester units above the minimum  
214 qualifications for the employee's job classification. Additional salary: 2.5% of base salary.

215  
(2) Sixty (60) or more undergraduate semester units above the minimum qualifications for  
217 the employee's job classification. Additional salary: 2.5% of base salary.

218  
219 Certification Incentive Pay: Additional salary shall be paid to employees for possession  
220 of certification(s). To qualify for additional salary, such certification(s) shall meet the  
221 following criteria:  
222

---

<sup>1</sup> One semester unit is the equivalent of one and one-half quarter units.

(1) Certification is not required as part of the minimum qualifications specified in the employee's job classification.

(2) Recognized certificates include those offered at the following institutions: California State University system, University of California system, and the Community College system. The Union and the County shall meet to determine additional recognized certificates and the amount of assigned salary differentials.

c. Eligibility Supervisors: Effective the first pay period of July 2014, regular employees in the class of Eligibility Supervisor will become eligible for an education incentive beginning the first biweekly pay period after submission of evidence of eligibility to the person designated by the appointing authority. Eligibility Supervisors are excluded from all other incentives under Section 12.5.

(1) Bachelor's Degree from an accredited college or university, in social work, sociology, psychology, counseling, or other related field. Additional salary: 2.5% of base salary.

d. Compensation:

(1) For purposes of this section, "base salary" shall mean a qualifying employee's straight time hourly rate of pay, and shall not include overtime, skill pay, or other salary differential(s) or pay.

(2) No employee who qualifies for both certification and education incentive pay shall receive additional salary of more than 5%.

Dispute Resolution: The determination of approved accredited recognized colleges or universities and recognized certifications is not subject to the grievance/arbitration provisions of this agreement.

## 12.5 BILINGUAL PAY

a. Effective the first biweekly pay period after Board approval, an employee that utilizes bilingual skills shall be entitled to a bilingual pay differential if:

(1) The employee agrees to utilize ~~his or her~~ their bilingual ability on the job; and

(2) The employee is able to demonstrate bilingual proficiency that is satisfactory to the County.

b. The assignment shall be in writing and review on an annual basis.

c. Sign language may be treated as bilingual skill.

d. Employees who qualify pursuant to the above shall be paid a bilingual differential of either:

(1) Oral differential of \$0.40- (forty cents) per hour; or

(2) Oral/written differential of \$0.50 per hour.

e. The Department of Personal Services shall determine if the employee is qualified to receive either:

(1) Oral skills differential, or

(2) Oral/written skills differential.

Such a determination of proficiency is not subject to the grievance and arbitration procedure.

## ARTICLE XIII ASSIGNMENTS

### 13.1 ANNOUNCEMENT OF OPENINGS

a. The department will announce ~~supervisory line~~ openings (if they are to be filled) as they occur through the method of the department's announcement bulletin. The announcement bulletin will identify the class involved, the work location and the deadline for receipt of applications. ~~Supervisors~~ Employees interested in applying for such openings shall have the right, within the deadline, to submit an application to the Human Services Program Manager who has the opening. The seven most senior ~~supervisors~~ employees in that class submitting an application shall have an interview and be given consideration for the vacant position.

b. If five (5) or more ~~supervisors~~ employees bid for an opening announced for their class, selection shall be made from among the five (5) most senior ~~supervisors~~ employees.

c. Upon request, within thirty (30) calendar days of the announcement of a vacancy, the Union shall have the right to review intra-departmental transfer requests submitted during the applicable five (5) working day filing period for any announced positions.

d. In addition to applying to permanent positions, this procedure will apply to temporary positions authorized by personnel requisition for ninety (90) days or more. If the position is temporary, the announcement bulletin will so indicate, and will state the expected duration of the position.

e. The departments agree, upon the request of the Union, to provide the Union in January of each year with an annual seniority roster for the purpose of effectuating the provisions of Article XIII of this Agreement.

## 13.2 ORGANIZATIONAL CHANGES

When it is necessary for the department to make a significant reassignment of ~~supervisors~~ employees to a different geographic location due to organizational changes, the department shall so notify the Union sufficiently in advance to permit meeting and conferring on the method to be followed in reassigning ~~supervisors~~ employees. The meeting and conferring shall conclude within thirty (30) days of the time notice is given the Union. Nothing in this section shall prevent the County from making transfers it deems necessary in the event agreement is not reached on the method of reassignment. This section shall not apply to immediate reassignments due to emergencies or a shift of ~~supervisors~~ employees to balance programs or workload.

## 13.3 CHANGE OF ASSIGNMENT

With the approval of the affected assistant directors, the department will permit two (2) ~~supervisors~~ bargaining unit members to exchange job assignments.

## 13.4 1976 SUPERVISORS RATIO STUDY

No supervisor shall be disciplined without just cause if the supervisor is assigned more workers than the 1976 supervisors' ratio study maximums.

## 13.5 OUT-OF-CLASS ASSIGNMENTS

a. ~~A supervisor~~ An employee assigned in writing by the appointing authority, for more than two (2) consecutive days, to perform the duties of a higher class, shall be paid the step of the salary range in the higher class which would apply if ~~he/she~~ they had been promoted to the higher class. Such payment shall begin the first day of assignment.

b. Subsection a. above may be waived in writing with the agreement of both the employee and the department.

c. Selection of the acting program manager by the appointing authority shall be on a rotational basis for each new absence of the program manager per Subsection a.

d. If there are no such candidates who are willing to serve as acting program manager, the departments may assign any other qualified employee.

## 13.6 RETURN RIGHTS



a. An employee filling a regular position, involuntarily transferred from one (1) bureau to another, shall have the right to return within one (1) year if an opening in a regular position in the same class occurs in their former bureau, after Section 13.1 is applied. This provision does not apply when the employee has been involuntarily transferred due to allegations of sexual harassment, discrimination, or for the purposes of medical accommodation.

b. Any employee who fails to exercise the right to return to ~~his/her~~ their former bureau thereby waives the right to priority for future vacancies.

## ARTICLE XIV JOB SECURITY

### 14.1 GENERAL

The parties agree that the personnel rules governing transfer, reemployment, reinstatement, layoff, resignation and leaves of absence adopted by the Board of Supervisors shall apply to all supervisors employees in the Welfare Supervisory Unit, except as spelled out in this Agreement.

### 14.2 RESIGNATION

An employee may resign from County service by submitting ~~his~~ a written resignation to the appointing authority. The resignation shall be effective for all purposes upon its submission. However, an employee wishing to resign from County service in good standing shall, at least two (2) weeks before ~~his~~ their last day of actual work, submit to ~~his- the~~ the appointing authority a written resignation stating therein the last day ~~he~~ they intends to work, unless such two (2) weeks' notice is waived by the appointing authority. A resignation, whether or not in writing, shall be effective and binding upon its submission to the appointing authority without any further action by any person. In the event of a dispute as to whether a permanent employee submitted a verbal resignation, the permanent employee will have the right to appeal to the Civil Service Commission within fifteen (15) calendar days from the date of the disputed verbal resignation.

### 14.3 MEDICAL EXAMINATION

Persons appointed from a reemployment list or by reinstatement shall be employed contingent upon passing a medical examination provided at the County expense. Persons appointed from a reemployment list who continued County employment in another class prior to appointment from a reemployment list will not be required to take a medical examination if the medical standards are substantially the same for the two (2) classes. Persons appointed from a reemployment list shall be approved for employment unless they are suffering from a communicable disease or are medically incapable of performing the duties of the position.

404  
405 **14.4 Y-RATE**  
406

407 In the event a ~~supervisor~~ an employee is involuntarily demoted to a lower classification,  
408 without fault or inability on the part of the ~~supervisor~~ employee, the County agrees to  
409 give full consideration to adopting a Y-rate to apply to the ~~supervisor~~ employee so  
410 affected.  
411

412  
413 **ARTICLE XV**  
414 **MISCELLANEOUS**  
415

416 **15.1 HEALTH AND SAFETY**  
417

418 The County and the Union will cooperate in continuing objectives of eliminating accidents  
419 and health hazards. The County shall continue to make reasonable provisions for the  
420 safety and health of its employees during the hours of their employment.  
421

422 **15.2 PERFORMANCE EVALUATIONS**  
423

424 a. Each ~~supervisor~~ employee shall be given an opportunity to read and sign formal  
425 performance evaluations prior to the placement of such material in ~~his/her~~ their  
426 personnel file. The ~~supervisor~~ employee shall receive a copy of the performance  
427 evaluation.  
428

429 b. When negative ratings or comments occur on a ~~supervisors'~~ an employees'  
430 performance evaluation, just cause shall be demonstrated on the evaluation report.  
431

432 **15.3 REPRIMANDS**  
433

434 a. Each ~~supervisor~~ employee shall be given an opportunity to read and sign formal  
435 letters of reprimand prior to the placement of such material in ~~his/her~~ their personnel file.  
436 The ~~supervisor~~ employee shall receive a copy of the letter of reprimand. A "letter of  
437 reprimand" is a written censure of a ~~supervisor~~ an employee. Letters of reprimand shall  
438 be given only for just cause.  
439

440 b. Adverse statements prepared by supervisors and management shall not be  
441 included in a ~~supervisor's~~ employee's official departmental personnel file unless a copy  
442 is provided to the ~~supervisor~~ employee.  
443

444 c. An employee may grieve whether a formal letter of reprimand was given for just  
445 cause through to Step 3 of the grievance procedure of the Agreement. Letters of  
446 reprimand are not arbitrable and the grievant shall not have the right to refer the matter  
447 to binding arbitration.  
448

d. If SEIU is not satisfied with the County's third step decision concerning an alleged violation of Subsection a., above, SEIU, with fourteen (14) calendar days of receipts of the decision, may request mediation of the grievance. The parties may jointly agree to non-bind 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.

e. 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 ~~his/her~~ their personnel file. Such request for removal shall not be unreasonably denied. Denials of such requests are not arbitrable. The Union shall not have the right to refer the matter to binding arbitration.

#### 15.4 AUTOMATIC RESIGNATION

a. If an employee fails to report to ~~his/her~~ their worksite, and/or has given no notification to ~~his/her~~ the appointing authority or direct supervisor, the employee shall be considered absent without leave. If an employee is absent without leave for five (5) consecutive workdays, such employee shall be considered to have voluntarily resigned from County service. A notice of automatic resignation shall be sent by certified mail to the employee's last known address. The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which he/she is assigned.

b. If the employee desires to retain ~~his/her~~ their employment with the County, the employee is required to submit a written statement to ~~his/her~~ the appointing authority explaining to the satisfaction of the appointing authority the reasons for the absence and stating that ~~he/she~~ the employee desires to return to ~~his/her~~ their employment on a specific date or to request a leave of absence (LOA). If the employee fails to submit such a written statement to the appointing authority within five (5) work days after the notice as defined in Subsection-a. above has been mailed to the employee, such failure shall constitute an automatic voluntary resignation from County service.

c. The written statement of the employee (see above) must be either personally handed to the appointing authority or delivered to the appointing authority by certified mail return receipt requested.

d. A permanent employee may, within fifteen (15) calendar days of the effective date of such separation, file a written request with the appointing authority for reinstatement. Reinstatement may be granted only:

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

(2) The appointing authority determines that the employee is ready,

able, and willing to resume the discharge of the duties of ~~his/her~~ their position; or

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

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

## 15.5 PART-TIME EMPLOYMENT

a. ~~A supervisor~~ An employee may be permitted to make a request for part-time employment, and such request will be considered in light of the needs of the department.

b. Employees in the classes of Human Services Supervisor Level I/II, ~~Human Services Supervisor III~~ or Welfare Eligibility Supervisor (Hold) may be employed on a part-time basis if the department approves their request to work part-time.

c. Employees in the above classes may elect to work part-time on the basis of twenty (20) hours per week or thirty-two (32) hours per week. If the department approves a request to convert to part time, the employee will be assigned on a part-time basis as soon as administratively feasible.

d. The employee will have the option of resuming full-time employment twelve (12) months from the date the part-time employment starts, provided ~~he or she~~ the employee declares the intent to do so at least thirty (30) days in advance. If the intent to resume full-time employment is not declared, the employee will continue part-time employment and shall have the option of resuming full-time employment twelve (12) months later, provided ~~he or she~~ the employee declares the intent to do so no later than at least thirty (30) days in advance. If there are insufficient positions to accommodate personnel who elect to resume full-time employment, personnel shall be laid off in order to create vacancies, and part-time personnel shall have the right to bump less senior personnel. Such layoffs and bumping shall take place in accordance with Article XVI of the Agreement.

e. If one (1) of two (2) one-half time job sharing employees ceases to work one-half time, the County may require the remaining one-half time employee to change to four-fifths or full time with thirty (30) days' advance notice.

f. The salary of part-time employees shall be prorated based on the number of hours worked.

g. Vacation, sick leave and holiday benefits will be prorated based on the number of hours worked.

h. Employees in the classes of Human Services Supervisor Level I/II, ~~Human Services Supervisor III~~ and Welfare Eligibility Supervisor (Hold), who elect to be

employed on a part-time basis for not less than twenty (20) hours per week, 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 amounts as for full-time regular employees.

i. The department may, at its discretion, reassign and/or transfer employees in the classes of Human Services Supervisor Level I/II, ~~Human Services Supervisor III~~ and Welfare Eligibility Supervisor (Hold) who have elected to work part-time in order to avoid having too many part-time supervisors in one (1) location or organizational unit.

j. If the department fills any vacancies in the classes of Human Services Supervisor Level I/II, Human Services Supervisor III or Welfare Eligibility Supervisor (Hold) during the term of this Agreement, offers of full-time employment shall be made first to employees on reemployment lists and then, on the basis of seniority, to part-time employees in the classes. This provision shall not apply to a part-time employee whose position is returned to full-time pursuant to Subsection k.

k. An employee also may be allowed to return to full-time at any time, subject to the approval of the director.

l. Effective December 2, 1988, a line supervisor will only be approved to go 4/5 time if ~~he/she has~~ they have a written plan approved by the director which includes agreement with another full-time or 4/5 time line supervisor in the same bureau, program, and work location who is also requesting to go 4/5 time, with the understanding that they will provide coverage for each other on their day off. If one (1) of the participants of such a plan no longer participates for any reason, a new written plan must be submitted for approval within thirty (30) days if the remaining participant wants to remain on a 4/5 schedule. If the new plan is not acceptable, the remaining participant to the plan may be returned to full time. Supervisors Employees in staff development and staff positions are excluded from this subsection. The part-time section of the contract shall be equitably administered throughout the bargaining unit for those classes covered in Subsection b.

m. A supervisor in a staff or staff development position may submit plans to work part-time. If the plan is approved, the director may recall them to full-time by providing a thirty-day advance notice. This recall provision is waived for the term of this Agreement.

## 15.6 PROMOTIONAL EXAMINATIONS

Supervisors Employees shall be released from duty without loss of compensation while competing in County promotional examinations that are scheduled during duty hours.

## 15.7 PROBATIONARY PERIOD

a. The probationary period for supervisors employees shall be six (6) months, except in respect to those positions for which a longer period has been prescribed by the

Civil Service Commission pursuant to the County Charter. County agrees not to recommend a probationary period longer than six (6) months respecting any positions in County service within the unit represented by the Union without first meeting and conferring with the Union.

b. A probationary employee may be granted a leave of absence without pay, for a period not to exceed one (1) year, to cover an illness, injury or other disability.

c. The recognized employee organizations and the County will recommend jointly to the Civil Service Commission that the Civil Service Rules be amended to provide that probationary periods be suspended for the duration of a leave of absence greater than thirty (30) days or a paid leave greater than thirty (30) days due to illness or injury. Upon return from leave, an employee shall complete the full probationary period for the class.

#### 15.8 COPIES OF AGREEMENT

The County will allow SEIU members the time, equipment and materials to view, save electronically and/or print copies of Agreement from the County and/or SEIU website.

#### 15.9 BUSINESS CARDS

The County will provide business cards to all ~~supervisors~~ employees who have contact regularly with the public. Printed on the card will be the ~~supervisors~~ employee's name and title, the name of the department, and the County seal.

#### 15.10 CONFERENCES

a. When the department is notified of conferences which apply to this unit, such conferences will be announced in the Department's Announcement Bulletin. Employees covered by this Agreement may submit requests to their Human Services Program Managers to attend such conferences.

b. When the County sends ~~supervisors~~ an employee to conferences, a reasonable effort shall be made to rotate attendance among ~~supervisors~~ those whose duties pertain to the subject matter of the conferences. ~~Supervisors~~ Employees authorized to attend such conferences will be reimbursed for travel and related expenses in accordance with the County's standard reimbursement practices.

#### 15.11 SAVING CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

632 **15.12 WAIVER CLAUSE**

633  
634 The parties acknowledge that, for the life of this Agreement each voluntarily and  
635 unqualifiedly waives the right and each agrees that the other shall not be obligated to  
636 negotiate with respect to any subject or matter pertaining to or covered by this  
637 Agreement except as otherwise is provided herein.

638  
639 **15.13 CONTINGENCY PROVISION**

640  
641 If the implementation of any provision of this Agreement would reduce County revenue  
642 pursuant to 1992 State or Federal Legislation, then such provision will not be  
643 implemented and the parties will meet and confer on alternatives.

644  
645 **15.14 JOINT LABOR-MANAGEMENT COMMITTEE**

646  
647 In order to encourage open communication, promote harmonious labor relations, and  
648 resolve matters of mutual concern, the parties agree to create a joint labor-management  
649 committee. The committee will be governed by the following principles:

- 650  
651 a. The committee will meet every other month or more often if mutually  
652 agreed to by the parties.  
653  
654 b. Items for the agenda shall be submitted, with a brief explanation of the topic, five  
655 (5) working days in advance of the meeting, unless otherwise mutually agreed to by the  
656 parties. A contact person shall be designated by labor and management to receive and  
657 distribute agenda items submitted on behalf of each party.  
658  
659 c. The County will release a reasonable number of officially designated Union  
660 stewards or representatives for attendance as needed at the meetings. The number of  
661 stewards in attendance will be mutually agreed upon before each meeting.  
662  
663 d. This section is not grievable within the meaning of the grievance procedure  
664 as defined in Article V of this Agreement.  
665  
666 e. This Committee is not intended to be a substitute for or replacement of any  
667 other committees referenced in the Agreement.

668  
669 **15.15 SUPERVISOR DUTIES**

670  
671 The County and the Local 1021 recognize that due to the ~~supervisory~~ nature of the work  
672 done by the employees covered by this agreement, it may be necessary for the  
673 employees covered by this agreement to initiate disciplinary actions. Further, the County  
674 and Local 1021 recognized the effective communication between the employees covered  
675 by this agreement and the respective human resources units are essential to the smooth  
76 functioning of the disciplinary system. Therefore, the County shall take reasonable

steps to ensure that effective communication between all employees covered by this agreement and the respective human resources units occurs.

#### 15.16 REINSTATEMENT

A former employee who held permanent status in a class at the time of resignation in good standing may be appointed to a vacancy in the class or, with the approval of the Director of Personnel Services, to a lower class for which ~~he or she~~ the employee is qualified. Reinstatement may take place only within three (3) years of the effective date of resignation. All employment rights are forfeited upon resignation. Reinstatement is subject to the discretion of the appointing authority.

A former employee who is reinstated to a temporary position, within three (3) years of resignation in good standing, may at the discretion of the appointing authority, and with the approval of the Director of Personnel Services, be further reinstated to a permanent position in the same class even though more than three (3) years have passed since the person resigned from the permanent position, provided there has been no break in the temporary service.

A permanent employee who has vacated a regular position to accept another position in a higher class in the same department, or in a class on the same level in the same department, under a provisional or temporary appointment, shall have a right to reinstatement to ~~his~~ their former class upon the termination of ~~his~~ the provisional or temporary appointment. With the written agreement of the appointing authorities of both departments, this provision shall apply also to an employee who accepts a provisional or temporary appointment in a department than ~~his~~ the department of permanent assignment.

Any former employee who held permanent status in a class at the time of resignation in good standing shall be required to serve the probationary period of any class to which ~~she/she~~ the employee is reinstated if such reinstatement to a permanent position.

Probationary periods will not exceed six (6) months for employees reinstated under this section.

## ARTICLE XVI REDUCTION IN FORCE

### DIVISION A APPLICATION - PURPOSES - RIGHTS



**16.1 PURPOSE**

a. It is probable that the County will exercise its discretion to lay off personnel. Such layoffs may include personnel within the Welfare Supervisory Unit. The purposes of this article are to identify who is laid off within the unit by establishing the order of layoff if layoffs are ordered during the term of this Agreement, establish reemployment rights and the order of reemployment of personnel who are laid off, and to provide for the resolution of any disputes which arise respecting the order of layoff or reemployment of personnel who are laid off.

b. The provisions of this article are the only ones which regulate layoffs which become effective at any time during the period of this Agreement and the reemployment rights of personnel laid off during that period. With respect to such layoff and reemployment rights, no other memorandum of understanding, contract or agreement between the County and the Union shall be deemed to apply or in any manner regulate such matters; nor shall any provision of this Agreement, other than the provisions of this article, be deemed to apply or to in any manner regulate such matters.

c. 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 employees to be laid off shall be governed by the provisions of this Agreement.

**DIVISION B  
LAYOFFS**

**16.2 SENIORITY**

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.

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:

Employees with the earliest date of entry into continuous County service.

Employees with the highest standing on the eligible list from which the appointments to the applicable class were made.

The seniority date for employees who terminate and subsequently

return to County service in accordance with the military leave provisions of Section 2.78.785 of the Sacramento County Code shall be the date of original appointment to the class, prior to the military separation.

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.

### 16.3 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 of separations within each class affected by the layoff shall be based on seniority as provided in Section 16.2.

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

c. Any County employee scheduled for layoff shall have a right to demote within the department to a class in which ~~he/she~~ they formerly held permanent status. ~~He~~ An employee also may request a demotion to another class in another department in which ~~he~~ they formerly held permanent status. If employees also are being laid off in the class to which the employee has a right to, or requests to, demote, ~~his~~ their seniority in the lower class shall be determined as if ~~he or she~~ they were currently serving in that class.

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

### 16.4 APPLICATION

Sections 16.2 and 16.3 shall be applied in accordance with the following rules:

a. If an employee's position is reallocated to a different class, and the former class no longer is used in the employee's department, the employee's service in the former class shall count toward seniority in the class to which the position was reallocated. In such cases the right to demote, pursuant to Section 16.3-c. shall apply to the new class.

b. If an employee returned to a former class in which the employee previously held permanent status, seniority in the former class shall be determined as if ~~he or she~~ they were currently serving in that class.

c. An employee who acquires probationary or permanent status in a class shall be given seniority credit for prior temporary, provisional, or limited-term service in that class provided that such service immediately precedes the probationary or permanent service.

d. "Temporary employees" include employees serving in limited-term appointments as provided in Subdivision (f) of Civil Service Commission Rule 7.7, who shall also be separated in the order determined by the appointing authority. Service in a limited-term position shall not be considered as a limited-term appointment unless the employee has agreed in writing to accept a limited-term appointment. Any employee who holds both permanent status under a limited-term appointment and permanent status under a regular appointment in the same class, shall be deemed to hold only permanent status under a regular appointment in that class.

e. For layoff purposes, "demotion" means a change between classes where the maximum salary rate at the top step of the range for the class to which an employee is demoted is any amount lower than the maximum salary rate at the top step of the range for the class from which the employee is demoted.

f. With respect to personnel within a class in the Welfare Supervisory Unit who are laid off from that class and demote pursuant to Section 16.3-c. to a class outside of the Welfare Supervisory Unit which is governed either by an agreement with another unit representative which contains terms regulating seniority, layoff and the right to demote or request demotion or by the Sacramento County Code or Personnel Rule No. 4 with respect to such matters, the seniority of such personnel for purposes of identifying the persons to be laid off within the class to which demotion is made shall be determined by the terms of the applicable agreement or code, as the case may be.

g. The right under Section 16.3-c. to demote to a class in which the employee formerly held permanent status which is within the department to which the employee is assigned, shall be implemented as follows:

(1) When an employee is scheduled for layoff from a class, if there is only one (1) other lower salaried class within the department in which the employee formerly held permanent status, ~~he or she~~ 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 ~~he or she~~ they formerly held permanent status which has the highest salary (when measured at the top steps of the ranges of the salary

schedule). If there is no vacancy in that class, and the demoting employee has less seniority than any other employee within the department in that class, the demoting employee shall be demoted to the next lower salaried class within the department in which ~~he or she~~ they formerly held permanent status. If there is no vacancy in that class and the demoting employee has less seniority than any other employee within the department in that class, the above process shall continue until the demoting employee either reaches a class within the department in which ~~he~~ the employee formerly held permanent status in which there is a vacancy or in which ~~he or she~~ the employee is not the least senior employee within the department in that class, or ~~he or she~~ the employee is laid off from employment.

(3) Employees who are least senior in a class in which there is no vacancy and to which an employee demotes from a higher class within the department or with respect to which an employee's request to demote from a higher class in another department is granted shall be laid off from that class, and shall, accordingly, have the same right to demote under Section 16.3-c. as does any other employee who is laid off.

(4) Employees demoted under the above procedure shall be deemed to have exercised their right to demote under Section 16.3-c. and to have accepted each demotion, subject to their right to resign from employment. An employee who resigns in lieu of accepting a demotion, shall retain, in the class from which the employee was demoted, reemployment rights pursuant to this article.

(5) The words "scheduled for layoff" under Section 16.3-c. shall mean laid off. An employee demoted under Section 16.3-c. shall be deemed for all purposes to have been laid off from each class from which ~~he or she~~ they demotes or is displaced, including classes which ~~he or she~~ the employee passes through because of the absence of a vacancy and insufficient seniority to occupy a position in that class.

h. Except as hereinafter provided, the right to request demotion to another department under Section 16.3-c. 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 (when measured at the top steps of the ranges of the salary schedule), which is situated in any department other than the one to which the employee was assigned prior to layoff. Such right to request demotion shall not apply to a class to which the requesting employee is demoted and from which ~~he or she~~ the employee is not laid off within the department to which the requesting employee is assigned. The appointing authority of the receiving department may, in ~~his or her~~ their discretion, grant a request to demote if there is either a vacancy in the class within the receiving department or the requesting employee would not be the least senior employee in the receiving department within the class to which the request refers.

i. The words "scheduled for layoff" under Section 16.3-c. shall mean laid off.

If an employee's request to demote to another department is granted, ~~he~~ the employee shall be deemed for all purposes to have been laid off from the class from which ~~he or she~~ they demotes.

#### **16.5 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, delivered to ~~his or her~~ their last known address, or mailed to the last known address by certified mail. The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which ~~he or she~~ the employee is assigned. The notice shall be deemed served on the date it is personally handed to the employee, or on the date it is delivered to ~~his or her~~ the last known address, or on the date it is mailed to ~~his or her~~ their last known address, as the case may be.

b. With respect to any layoff which becomes effective during the term of this Agreement, the effective date of layoff shall be not earlier than the 14th calendar day following the date of service of the notice of layoff.

#### **16.6 NOTICE TO UNION**

Each time a layoff is or layoffs are 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 within the Welfare Supervisory Unit is to be laid off. Each such list shall identify the personnel to be laid off and show the date of service of the notice of layoff to each employee who is to be laid off.