

AGREEMENT

BETWEEN

COUNTY OF SACRAMENTO

AND

ASSOCIATION OF PROFESSIONAL ENGINEERS,

COUNTY OF SACRAMENTO

COVERING ALL EMPLOYEES IN THE

ENGINEERS AND ARCHITECTS

SUPERVISORY AND NON-SUPERVISORY UNITS

2006-11

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PREAMBLE

This AGREEMENT contains the terms negotiated between the COUNTY OF SACRAMENTO, hereinafter referred to as the County, and the ASSOCIATION OF PROFESSIONAL ENGINEERS, COUNTY OF SACRAMENTO, hereinafter referred to as APECS, concerning salaries, hours, and other terms and conditions of employment for employees in the Engineers and Architects Supervisory and Non-Supervisory Units.

JOINT LABOR-MANAGEMENT COMMITTEE

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

- a. The committee will meet every other month or more often if mutually agreed to by the parties.
- b. The agenda for each 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 a reasonable number of officially designated APECS representatives for attendance as needed at the meetings. The number of representatives in attendance will be mutually agreed upon before each meeting.
- d. This section is not grievable within the meaning of the grievance procedure as defined in Article XV of this Agreement.

ARTICLE I RECOGNITION AND COVERAGE

1.1 RECOGNITION

a. The County recognizes APECS as the exclusive negotiating representative for all employees in the Supervisory and Non-Supervisory Professional Engineering and Architectural Units.

b. APECS recognizes the County Executive or his designee as the exclusive negotiating representative for the County, except as otherwise specifically spelled out in this Agreement.

1.2 COVERAGE

a. The Engineers and Architects Supervisory and Non-Supervisory Units consist of all employees in the positions listed in Exhibit "A" and Exhibit "B" appended hereto.

b. This Agreement applies only to employees in the above-described representation units.

ARTICLE II UNION RIGHTS

2.1 APECS NOTICES AND MEETINGS

a. APECS may use County conference rooms and similar building facilities for meetings with employees in the units it represents; may post material on bulletin boards provided to serve employees in the units 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 APECS 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. APECS shall be entitled to reasonable use of bulletin boards at all offices and work locations where they are established or where they may be reasonably necessary.

d. Duly authorized representatives of APECS shall be permitted, at all times that employees in the units which 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 APECS representatives shall notify the person in charge of the areas he/she wishes to visit twenty-four (24) hours in advance of arrival at the facility. However, if APECS is notified by an employee that an unsafe situation or working condition requires immediate attention, APECS may respond immediately, notifying the supervisor or facility manager upon arrival. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated to APECS in writing.

e. The County Telephone Directory shall contain the APECS name, location and telephone number of the APECS office during the term of this Agreement, unless the County discontinues printing the directory.

f. APECS may transmit reasonable amounts of materials through the County's department inter-office mail system. The County agrees to instruct personnel that sealed mail marked APECS, Confidential, is to be delivered to the addressee unopened.

2.2 APECS REPRESENTATION

a. The County recognizes and agrees to deal with designated officers and chapter representatives of APECS on all matters relating to grievances and the interpretation, application, or enforcement of the express terms of this Agreement. Said officers and chapter representatives shall be permitted County time off to represent employees on grievances.

b. A written list of the officers and chapter representatives of APECS authorized to represent APECS and its members, shall be furnished the County immediately after their designation, and APECS shall notify the County within a reasonable time of any changes of such officers or representatives. Those officers or representatives shall not be recognized by the County until such lists or changes thereto are received.

c. The APECS officers and representatives recognized by the County shall be as follows:

President
Vice-President
Secretary
Treasurer
Representative
Representative
Representative

d. Upon request of the aggrieved employee, a representative or officer of APECS may investigate the grievance or dispute, and assist in its presentation. The representative or officer shall be allowed a reasonable time for this purpose during working hours without loss of pay, subject to prior notification and approval by his/her immediate supervisor. For investigations which take him/her physically outside his/her regular work area, such notification shall be on a form prescribed by the County, which will state the amount of time spent for the purpose. When a representative or officer is investigating grievances within his/her regular work area, the prior notification and approval may be oral and the form need not be used; however, the representative or officer shall accurately record on his/her employee time sheet all on-duty time spent investigating grievances. The assignment of more than one (1) representative or officer who is an employee to handle a grievance shall be subject to prior approval of the County Executive or his/her representative and approval shall not be unreasonably delayed or withheld.

ARTICLE III AGENCY SHOP

3.1 AGENCY SHOP CONDITION OF EMPLOYMENT

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

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

3.2 SEPARATION FROM UNIT EXCEPTION

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

3.3 FAIR SHARE SERVICE FEE DETERMINATION AND DISCLOSURE

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

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

3.4 EXPENDITURES NOT INCLUDABLE IN DETERMINATION OF THE FAIR SHARE FEE

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

- (1) Organizing and recruiting activities outside APECS Supervisory and Non-Supervisory Units.
- (2) Payment to affiliates, except for payments for activities under Section 3.3 above.
- (3) Social activities.
- (4) Charitable and philanthropic activities.
- (5) Insurance and other benefit programs.
- (6) Any strike or concerted activity fund.

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

3.5 FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE

Upon the effective date of the agency shop provided in Section 3.13-a. of the Agreement and annually thereafter, within sixty (60) days after the end of its fiscal year, APECS shall post in locations where notices to employees are customarily placed and mail to the County and to all employees a "Fair Share Fee Explanation and Notice of Right to Challenge." Such notice shall also be given to all new employees hired into the

unit prior to the solicitation or collection of any membership dues or fair share fees. Such notice shall include:

- a. An accounting prepared and signed by an auditor from a certified public accounting firm with the overall purpose of providing an itemization of the expenditures of APECS in detail necessary for an employee to be able to reasonably determine what portion of regular membership dues would be allocable to the cost of negotiation and contract administration as defined in Section 3.3 above.
- b. The amount of the fair share service fee: Such fee shall not exceed the proportion of dues calculated in Section 3.3 above.
- c. The procedure on how non-members may file a challenge with the APECS to the amount of the fair share fee. Such procedure shall include an escrow account for the monies reasonably in dispute and a final step of arbitration with a neutral arbitrator. APECS shall provide the County with copies of all challenges and arbitration decisions.

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

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

3.7 LABOR ORGANIZATION ANNUAL REPORT

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

3.8 FAILURE TO FILE LABOR ORGANIZATION ANNUAL REPORT

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

3.9 JUST CAUSE FOR TERMINATION

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

3.10 PROCEDURE FOR FAIR SHARE TERMINATION

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

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

- c. The County shall serve a copy of the written charges upon the employee either personally or by certified mail, return receipt requested. The appointing authority shall give written notice to APECS and the employee of the scheduled date of a hearing by the appointing authority.
- d. The parties to the hearing shall be APECS, the employee, and the County.
- e. The appointing authority shall determine whether APECS has established cause to terminate the employee because of the violation of this section. If the appointing authority determines that there is cause for termination of the employee, the appointing authority shall terminate said employee within ten (10) days after making such determination. An employee with permanent civil service status may appeal the order of termination pursuant to the Civil Service Rules.
- f. APECS shall bear all costs of terminating the employee, including all costs of the County in defending any appeal of an employee from the County's termination of such employee for failure to pay a fair share service fee. Such reimbursed costs shall not include payment of the attorney selected by the County to prosecute and defend the termination action.

3.11 INDEMNIFICATION

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

3.12 PAYROLL AUTHORIZATION REQUIREMENTS

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

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

3.13 PRECONDITIONS TO IMPLEMENTATION OF FAIR SHARE/AGENCY SHOP PROVISIONS

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

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

members who are regular employees in the bargaining unit, and said list shall be equal to at least 66-2/3% of the regular employees in the bargaining unit. The term "APECS members" shall include employees who have applied for membership in APECS and currently are paying initiation fees to APECS.

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

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

3.14 MAINTENANCE OF MEMBERSHIP

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

ARTICLE IV COUNTY RIGHTS

4.1 COUNTY RIGHTS

a. All County rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the County.

b. 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. The County has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

c. 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.

d. This Agreement is not intended to restrict consultation with APECS regarding matters within the right of the County to determine.

e. This section is not subject to the grievance procedure as outlined in this Agreement.

ARTICLE V STRIKES AND LOCKOUTS

5.1 STRIKES AND LOCKOUTS

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

b. APECS 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 normal work of the County. In the event that APECS members participate in such activities in violation of this provision, APECS shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties, and the County may suspend all dues deductions pursuant to the payroll deductions section of this Agreement for any pay period in which such activities occurred.

ARTICLE VI PAYROLL DEDUCTIONS AND ERRORS

6.1 PAYROLL DEDUCTIONS

a. It is the intent of this article to provide for payroll deductions of members of APECS to be deducted from their warrants insofar as permitted by law, and, not to exceed \$99.99, including dues. The County agrees to deduct and transmit to such organization all authorized deductions from all such members within these units who have signed a County-approved authorization card or cards for such deductions, so long as such authorization is not revoked in writing

b. The written authorization must be for approved insurance and benefit programs and the amount of dues deducted from members' warrants shall be changed by the County upon written request of APECS.

c. APECS agrees to indemnify, defend and hold the County harmless against any claims made of any nature and against any suit instituted against the County arising from its checkoff for the dues, insurance or benefit programs of APECS.

d. "Approved insurance and benefit programs" are those which the County has approved as being non-competitive or non-duplicative of County-offered programs. The County reserves the right to disapprove any insurance program, in advance, if competitive or duplicative, and to cancel all APECS insurance and benefit program payroll deductions where they are established without prior County approval. The County may also cancel payroll deductions if the program is modified so as to become competitive or duplicative. It is understood that life insurance, except for accidental death and dismemberment, is competitive and duplicative of County-offered programs.

e. Solicitation or servicing of such insurance and benefits programs shall not interrupt on-duty employees nor be conducted in County facilities without prior approval of the County.

6.2 PAYROLL ERRORS

a. This provision applies when the Director of Personnel Services finds that an error has been made in relation to the base salary, overtime cash payment or paid leave accruals, balances, or usage. In such cases the County shall, for purposes of future compensation, adjust such compensation to the correct amount. The Director also shall give written notice to the employee.

b. As used in this section:

- (1) "Base salary" means the biweekly rate of pay including special pay allowances and differentials but excluding overtime cash payment.
- (2) "Overtime cash payment" means authorized pay for working in excess of a prescribed number of hours, usually eight (8) hours per day or forty (40) hours per week.
- (3) "Paid leave" means vacation, sick leave, compensating time off, and all other types of authorized leave with pay.
- (4) "Overpayment" means any cash or leave (balance, usage or accruals) that has been overpaid or over-credited 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 under-credited 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 overpayment or underpayment, reimbursement shall be made to the County if the error was an overpayment, or by the County if the error was an underpayment, in the amount which has occurred within one (1) year prior to the date of initial written notification of the error.

- (1) In the case of overpayment, reimbursement of the overpayment shall be made through one (1) or a combination of the following methods. The method of reimbursement shall be at the option of the employee.
 - (a) In cash payment(s) mutually agreed to by the employee and the Department of Personnel Services.
 - (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).
 - (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.
- (2) In the case of an underpayment the County will expedite reimbursement to the employee via in lieu warrant, a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
- (3) An employee whose employment terminated prior to full reimbursement of an overpayment shall have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County shall have the right to exercise other legal means to recover the additional amount owed.
- (4) Any amount of overpayment or underpayment for any period earlier than one (1) year prior to the date of the initial written notice, 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 misapplied or incorrectly interpreted 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 or employee of past overpayment/underpayment or other losses which result from errors involving other matters, such as insurance, retirement, Social Security and court-ordered payments.

ARTICLE VII HOURS OF WORK AND OVERTIME

7.1 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. All employees 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.

d. Lunch periods shall not be counted as part of total hours worked, except for those employees for whom lunch periods include the actual performance of assigned duties.

e. 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.

f. Permanent employees shall be given at least five (5) workdays written notice prior to a permanent change in their assigned hours of work. The notice requirement shall not apply to temporary or emergency assignments.

g. Notwithstanding a. above, employees of a specific section, unit, division or department may work a modified week of less than five (5) days, but not less than forty (40) hours, subject to approval of the County and APECS.

h. Notwithstanding a. above, at the request of the employee, the actual number of hours worked each day by an individual employee may be flexible within an eighty (80) hour pay period schedule, subject to approval by the appointing authority. All employees are eligible to request this work schedule option except those employees who

have been approved to work a 9/80 schedule pursuant to Section 7.4.

7.2 VOLUNTARY PART-TIME EMPLOYMENT

Regular employees may request to be employed twenty (20) hours or more per week subject to such rules and administrative regulations as the appointing authority, in his sole discretion, may establish. Such rules and regulations shall not be inconsistent with the agreement between the County and APECS. Voluntary part-time assignments are made at the discretion of the appointing authority.

- a. The salary of part-time employees shall be prorated based on the number of hours worked.
- b. Vacation, sick leave, and holiday benefits shall be prorated based on the number of hours worked.
- c. Part-time employees working twenty (20) hours or more a week shall be eligible for group medical insurance and health benefits, life insurance, and group dental benefits, and the County shall make contributions in the same amount as for full-time regular employees.
- d. Regular part-time employees shall have seniority calculated, and be treated for purposes of layoff, as if they were full-time employees.
- e. The duration of a voluntary part-time assignment may be by mutual agreement of the employee and the appointing authority.
- f. Requests for voluntary part-time employment shall be made in writing to the appointing authority, who shall respond in writing within fifteen (15) days.

7.3 OVERTIME

a. The appointing authority may require an employee to work overtime when necessary for the protection of persons or property or in other circumstances when the public interest requires overtime work.

b. Engineers & Architects Non-Supervisory Unit: Employees required to work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for such overtime with pay at one and one-half times the hourly rate or by compensating time off on the basis of one and one-half hours off for each hour of overtime worked. If the employee is working a flexible time schedule in accordance with Section 7.4 of the Agreement, overtime shall be based only on time in excess of eighty (80) hours per pay period. If the department is unable to schedule and grant time off within one (1) year from the date overtime was performed, cash payment shall be made in lieu of compensating time.

c. Engineers & Architects Supervisory Unit: Employees required to work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for such overtime at the rate of straight time compensating time off. If the employee is working a flexible time schedule in accordance with Section 7.4 of the Agreement, overtime shall be based only on time in excess of eighty (80) hours per pay period. Compensating time off shall be used within one (1) year from the time overtime was performed. If the department is unable to schedule time off within one (1) year of date the overtime was performed, compensation shall be made in lieu of compensating time off at the rate of straight time cash payment. At the discretion of the County, employees may be compensated for overtime at the rate of straight time cash payment in lieu of straight time compensating time off.

d. All paid leave except sick leave shall be counted as time worked.

e. The parties mutually agree that the appointing authority shall have the sole authority to schedule the use of accrued compensatory time off (CTO). Such scheduling shall be at the discretion of the division chief.

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

- (1) For these employees, the 9/80 work schedule is a schedule which during one (1) week of the biweekly pay period the employee is scheduled to work four (4) nine-hour workshifts for a total of thirty-six (36) hours, and during the other week of the pay period, is scheduled to work four (4) nine-hour workshifts and one (1) eight-hour workshift.
- (2) For these employees working the 9/80 work schedule who are eligible to earn straight-time overtime, overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift, and in excess of eight (8) hours when normally scheduled to work the eight-hour workshift. Overtime shall also be earned when an employee eligible for overtime is required to work in excess of thirty-six (36) hours during the week the employee is scheduled to work thirty-six (36) hours, or in excess of forty-four (44) hours during the week the employee is scheduled to work forty-four (44) hours.

c. For employees who do receive time and one-half overtime pay, the individual employee's workweek must be redesignated by the County so that it commences in the middle of the eight-hour workshift as described in Subsection b.(1) above. This redesignated workweek must be in writing and specifically state the day of the week and time of day that the workweek commences and the effective date of the redesignated workweek. This must be completed and approved prior to the employee working the 9/80 schedule, and be filed in the employee's personnel file. This redesignated workweek must be changed prior to the employee altering the day of the week or time of day that the eight-hour workshift occurs; the redesignated workweek must always commence during the middle of the eight-hour workshift. This redesignated workweek must also be changed back to the standard Sunday through Saturday workweek upon the employee moving off of the 9/80 work schedule.

- (1) For these employees, the 9/80 work schedule is a schedule in which during each redesignated workweek the employee works four (4) nine-hour workshifts and one (1) four-hour workshift. The two (2) four-hour workshifts are worked consecutively in a manner to constitute one (1) eight-hour work period, similar to the eight-hour workshift provided in Subsection b.(1) above.
- (2) For these employees, overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift, and in excess of forty (40) hours during the redesignated workweek. Additionally, overtime will be earned when the employee is required to work more than four (4) hours when normally scheduled to work either of the four-hour workshifts.

d. Employees working a 9/80 schedule shall take an unpaid meal period in the middle of their nine-hour and eight-hour workshifts, or between the two (2) four-hour workshifts, consistent with Section 7.4. Employees may receive one (1) rest period during the first half of the employee's nine-hour or eight-hour workshift and one (1) rest period during the second half of the nine-hour or eight-hour workshift. Employees who work two (2) four-hour workshifts may receive one (1) rest period during each four-hour workshift.

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

f. Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on a scheduled nine-hour workshift shall result in the

deduction of nine (9) hours from the employee's accrued leave balances. Full shift absences on the eight-hour workshift shall result in the deduction of eight (8) hours from the employee's accrued leave balances. Full shift absences from either four-hour workshift shall result in the deduction of four (4) hours from the employee's accrued leave balances.

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

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

7.5 STANDBY ASSIGNMENTS, CALL-INS, AND CALL BACK

a. Any employee who is required to remain on standby for critical work shall be paid two (2) hours straight time pay for each standby shift, whether or not the employee is called to work. A standby shift shall be eight (8) hours or less.

b. Any employee called in to work shall be compensated a minimum of two (2) hours pay.

c. The employee who performs critical work on standby duty shall be compensated therefor as overtime work. A minimum of two (2) hours overtime compensation per shift shall be paid to an employee who is called back, in addition to the standby pay to which such employee is entitled pursuant to Subsection a. If an employee is not on standby and is called back to work, the employee shall be compensated therefor as overtime worked for a minimum of two (2) hours and up to the actual hours worked outside of the employee's normally scheduled work hours.

7.6 FOUR-DAY/FORTY-HOUR WORKWEEK

a. An appointing authority, with the prior approval of the County Executive, may approve requests of employees covered by this Agreement to work ten (10) hours per day, four (4) days per week.

b. The four-day workweek shall be subject to the following policies:

- (1) Overtime: Employees shall earn overtime compensation in accordance with Section 7.3, except that such overtime shall be earned when employees work in excess of ten (10) hours per day or forty (40) hours per week.
- (2) Sick Leave: Sick leave with pay shall be accrued, accumulated and taken in accordance with Section 12.3 of this Agreement and Subsection (4) below.

- (3) Vacation Leave: Vacation leave with pay shall be accrued and used in accordance with Section 12.1 and Subsection (4) below.
- (4) Leave Usage: Full shift absences on vacation, sick leave, or compensating time off taken by employees on a scheduled ten-hour workshift shall result in the deduction of ten (10) hours from the employee's accrued leave balance.
- (5) Holidays: Employees shall be granted the day off in accordance with Section 8.1 of the Agreement if a holiday falls on an employee's scheduled workday, except that the remaining two (2) hours must be taken off as leave first from accumulated compensating time off, and second from accumulated vacation time; and, if there are no leave balances, then leave without pay. If a holiday falls on an employee's scheduled day off during the normal Monday through Friday workweek, the employee shall accrue eight (8) hours of compensating time off.
- (6) 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.
- (7) Return to Normal Five-Day Schedule: The appointing authority shall have the sole discretion to discontinue the four-day work schedule by providing the employee and APECS advance written notice of two (2) full pay periods. This notice requirement shall not apply to emergency assignments.

ARTICLE VIII HOLIDAYS

8.1 HOLIDAYS

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

- (1) Such holidays shall include:
 - (a) January 1, New Year's Day

- (b) Third Monday in January, Martin Luther King, Jr.'s Birthday Observance
 - (c) February 12, Lincoln's Birthday
 - (d) Third Monday in February, George Washington's Birthday Observance
 - (e) Last Monday in May, Memorial Day
 - (f) July 4, Independence Day
 - (g) First Monday in September, Labor Day
 - (h) Second Monday in October, Columbus Day
 - (i) November 11, Veterans' Day
 - (j) Thanksgiving Day
 - (k) Day after Thanksgiving
 - (l) December 25
- (2) When January 1, February 12, 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, July 4, November 11 or December 25 falls on Saturday, regular employees who work in a unit for which the normal schedule does not include Saturday and Sunday shall be entitled to the preceding Friday as a holiday with pay.

b. Regular employees, if required to work on a holiday, shall receive overtime compensation in addition to holiday pay.

c. Each employee shall be allowed four (4) hours off work with pay on the last working day before Christmas or the last working day before New Year's. If the employee is unable, because of the needs of the service, to take such time off, he/she shall be credited with four (4) hours compensatory time off.

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 forty (40) hours per biweekly pay period shall also be eligible to participate.

b. Dependent Eligibility. For all 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 twenty-three (23) years of age. Disabled dependents may be 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.

c. Enrollment In Benefits Plans.

- (1) All new employees 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. 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. An employee may also change their health plan or coverage option under the plan (for example, from employee only coverage to an option that includes dependent coverage) during the first thirty (30) days of County employment. Failure to make any change within the thirty (30) day initial enrollment period shall be considered an irrevocable election for the default coverage.
- (2) Employees subsequently desiring to make a coverage change may do so only under the following circumstances: (1) during any annual enrollment period for coverage effective on the first day of the following calendar year; (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 as governed by Internal Revenue Code Section (IRC) 125 and authorized under the County's Section 125 qualified cafeteria benefits plan. 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 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 \$743.04. Tier A employees who are eligible to receive cash back will continue to be eligible with the exception that the benefit, when combined with any premium costs and FICA reductions, shall not exceed \$535 per month. 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

Effective December 24, 2006, or as soon as administratively possible, 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.

9.5 LIFE INSURANCE

a. Basic Benefit: Effective January 1, 2008, the basic life insurance benefit will be increased from \$15,000 to \$18,000 for employees. This shall be the default level of life insurance coverage, which shall be provided at no cost to the employee.

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.

e. Dependent Benefit: A life insurance benefit of \$5,000 (\$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. The Dependent benefit will be reduced from \$5,000 to \$2,000 effective January 1, 2008.

f. 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. The County shall maintain this plan in compliance with IRC §125. 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.

ARTICLE X RETIREMENT PLAN

10.1 DISABILITY RETIREE - RETURN RIGHTS

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

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

10.2 RETIREMENT TIER 3

a. Effective the pay period beginning June 27, 1993, the County shall establish a new retirement tier. This new retirement 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, whereas Tier 2 has no post-retirement cost-of-living adjustment factor.

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

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

d. Employees hired on June 27, 1993, or after, shall upon hire be placed into Tier 3.

10.3 RETIREMENT ENHANCEMENT

a. Effective June 29, 2003, 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%.

ARTICLE XI SALARIES

11.1 SALARY INCREASES

a. 2006-07 Salaries: Effective June 25, 2006, in addition to a 1.7% equity increase for all classes, salaries of employees in the Engineers, Supervisory and Non-Supervisory Units shall be increased by 3% as provided in Exhibit "A." The ranges stated refer to the Salary Schedule which is Exhibit "B."

b. 2007-08 Salaries: Effective June 24, 2007, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U.S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2007, rounded to the nearest one-tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) nor more than five percent (5%).

c. 2008-09 Salaries: Effective June 22, 2008, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U.S.

City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2008, rounded to the nearest one-tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) nor more than five percent (5%).

d. 2009-10 Salaries: Effective June 21, 2009, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U.S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2009, rounded to the nearest one-tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) nor more than five percent (5%).

e. 2010-11 Salaries: Effective June 20, 2010, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U.S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2010, rounded to the nearest one-tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) nor more than five percent (5%).

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

g. A special recruitment and retention payment of \$1,500 shall be paid to each new full-time regular employee hired on or after June 25, 2006. Any employee leaving the County prior to the completion of one (1) full year of service will have this payment deducted from any monies due at time of separation from the County.

11.2 EQUITY ADJUSTMENTS

Equity adjustments shall be paid to employees in the following classes effective on June 25, 2006.

<u>Classification</u>	<u>June 25, 2006</u>	<u>June 22, 2008</u>
Assistant Civil Engineer (Level 1)	7%	2%
Assistant Civil Engineer (Level 2)	7%	2%
Assistant Electrical Engineer (Level 1)	7%	2%
Assistant Electrical Engineer (Level 2)	7%	2%
Assistant Engineer/Architect (Level 1)	7%	2%
Assistant Engineer/Architect (Level 2)	7%	2%
Assistant Land Surveyor	7%	2%
Assistant Landscape Architect (Level 1)	7%	2%
Assistant Landscape Architect (Level 2)	7%	2%
Assistant Mechanical Engineer (Level 1)	7%	2%
Assistant Mechanical Engineer (Level 2)	7%	2%
Associate Civil Engineer	7%	2%

<u>Classification</u>	<u>June 25, 2006</u>	<u>June 22, 2008</u>
Associate Electrical Engineer	7%	2%
Associate Engineer/Architect	7%	2%
Associate Land Surveyor	7%	2%
Associate Landscape Architect	7%	2%
Associate Mechanical Engineer	7%	2%
Building Project Coordinator 1	7%	2%
Building Project Coordinator 2	7%	2%
Construction Management Specialist	7%	2%
Construction Management Supervisor	7%	2%
Engineer Architect Student Intern, All Ranges	7%	2%

11.3 SALARY ADMINISTRATION

a. Entry Step:

- (1) Effective June 18, 2000, the entry step within the established range for each class shall be Step "5" unless specifically designated as Step "6", "7", "8", or "9". Except as otherwise provided below, any person appointed to a class shall receive the entry step of the range of such class and shall accrue other benefits as a new employee.
- (2) Transition of Employees in Salary Steps "2", "3", and "4": Effective June 18, 2000, employees in salary Steps "2", "3", and "4" shall be moved as follows:
 - (a) Employees in salary Steps "2" and "3" will be moved to salary Step "5" with no change in step increase date.
 - (b) Employees in salary Step "4" will be moved to salary Step "6" with a new step increase date of July 2, 2000.

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

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

d. Return to Former Class: An employee who is returned to a former class following promotion, transfer, or demotion due to layoff, shall receive that step of the range which he or she would have received had he or she left the former class.

e. Promotion:

- (1) When a regular employee changes within the unit to a class with a higher salary range, the employee's salary step and step increase date shall be in accordance with the Salary Step Placement and Step Increase Date Exhibit attached to this Agreement. Extra-help employees shall be placed at the lowest step in the new class.
- (2) Upon promotion of an employee from outside the unit to a class in the unit, the employee shall receive the lowest step in the new class which provides an increase of at least 5%.

f. Transfer: Upon transfer of an employee from outside the unit to a class in the unit, 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 less than 5% higher or less than 5% lower.

g. Demotion: A demotion is a change to a class which has a maximum salary rate which is at least 5% lower than the maximum salary rate of the former class. Whenever an employee is demoted due to layoff, without cause or inability on his or her part, his or 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 or 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 same step in the lower range which provides an equal salary or, in the absence thereof, the nearest lower salary to that which was received prior to demotion.

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

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

j. Y-Rate Salary Increase: An employee for whom a Y-rate is established shall not receive any increase in salary until such time as his or her rate of compensation

is within the established range for the class. The employee shall receive a proportionate decrease in salary whenever a lower range is established for the class in the Agreement.

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

l. Class Salary Range Changes: When the salary range for a class is changed in the Agreement, employees in the class shall change to the new range but shall remain at the same step. When changes in an employee's class or salary, or both, occur simultaneously with salary range adjustments in the Agreement, the employee shall not advance beyond Step "9".

m. Entry Step Adjustments: When the entry step for a class is adjusted above Step "5" in the Agreement, the salary step for each employee in the class shall be increased in proportion to the change in entry step; provided, however, that no employee shall advance beyond Step "9".

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

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

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

q. Payment in Full: Compensation paid pursuant to this Agreement or other applicable County policies 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.

11.4 SALARY STEP INCREASES

a. 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 of full time eligible service since his/her 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. An employee's step increase may be deferred while he or she is in provisional or probationary status. Upon receipt of a deferred increase, the employee's step increase date shall be the same as it would have been had the increase not been deferred; and retroactive payment will be made.

d. Upon change in class which results in a salary decrease, an employee shall retain the same step increase date.

e. Upon promotion, an employee shall receive a new step increase date when the salary increase is 9.5% or higher.

f. 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.

g. Continuous extra-help employment up to fifty-two (52) weeks of full-time service, or the equivalent, shall be considered as eligible service for a step increase for an employee who is appointed to a regular position without a break in service. Such extra-help employment shall be subject to all other provisions of this section governing step increases.

h. Overtime work shall not be considered as eligible service.

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

11.5 NIGHT SHIFT PAY

a. Employees who are assigned to night shift work or who are assigned to replace another employee on a night shift shall receive night shift differential pay if one-half or more of their work period is before eight a.m. or after three-thirty p.m. Night shift differential pay shall be seven and one-half percent (7.5%) of the employee's standard daily or biweekly salary rate.

b. Night shift differential pay shall not apply when time worked at night is overtime rather than an assigned night shift.

11.6 PAY DIFFERENTIAL FOR ACTING SUPERVISOR

a. When an employee is formally assigned in writing as an acting supervisor for relief necessitated by scheduled days off for a supervisor, vacation relief, sick leave relief, or pending the filling of a vacant position for which civil service appointment processes have been initiated, he/she shall receive a five percent (5%) pay differential for the first through the forty-fifth workday in such an assignment.

b. The assignment to acting supervisor may be extended at the sole discretion of the appointing authority and must meet the criteria set forth in Subsection 11.6-a. above.

11.7 DIFFERENTIAL—REGISTERED ASSISTANT ENGINEERS AND/OR ARCHITECTS

a. Employees in the classes of Architectural Associate; Assistant Civil Engineer, Level I and II; Assistant Electrical Engineer Level I and II; Assistant Engineer/Architect Level I and II; Assistant Landscape Architect Level I and II; and Assistant Mechanical Engineer Level I and II; who possess a State of California, Professional Registration related to their discipline who are assigned duties consistent with the use of such license will receive a 5% differential. The assignment of duties consistent with the license shall be made in writing.

b. Appropriate verification of professional registration is required in order to receive the differential.

11.8 DIFFERENTIAL – DUAL LICENSE

a. At the discretion of the appointing authority, employees in the classes of Associate Civil Engineer, Associate Electrical Engineer, Associate Engineer/Architect, Associate Landscape Architect, Associate Mechanical Engineer, and Hazardous Material Engineer who obtain additional State of California Professional Licensure as a Structural Engineer, Civil Engineer, Mechanical Engineer, Electrical Engineer, Traffic Engineer, Geotechnical Engineer, or Land Surveyor and are assigned to departments where the additional license is utilized to perform dual duties shall receive a five percent (5%) differential. The assignment of duties consistent with the license shall be made in writing.

b. Appropriate verification of the additional license is required in order to receive the differential.

11.9 ACCELERATED SALARY STEP INCREASES

a. At the request of the appointing authority, the County Executive or designee may approve acceleration of a salary step increase to any higher step in the salary range for that class at any time based upon exceptional performance or for retention purposes.

b. Such salary step acceleration under this provision shall not be subject to the grievance procedure.

c. Receipt of an accelerated salary step increase shall not have any effect on the employee's date of eligibility for other salary step increases as described in the Section 11.4 for Salary Step Increases.

ARTICLE XII LEAVE

12.1 VACATION

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

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

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

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

e. Employees who accrue vacation as provided in Subsection b. may accumulate vacation to a maximum of two hundred and forty (240) hours. Employees who accrue vacation as provided in Subsection c. may accumulate vacation to a maximum of three hundred and twenty (320) hours. Employees who accrue vacation as provided in Subsection d. may accumulate vacation to a maximum of four hundred (400) hours. Upon proper application by an employee, and with the approval of the employee's appointing authority, the Board of Supervisors may authorize the accrual in appropriate circumstances of more than the number of hours specified in this section.

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

g. Whenever possible vacation shall be granted at the time requested by the employee. In order to avoid undue disruption of work activity or to minimize conflicts with other employees' vacations, the appointing authority may place reasonable seasonal or other restrictions on the use of accrued vacation. If said restrictions of the use of vacation would cause the employee to lose the use of said vacation, the appointing authority will make application to the Department of Personnel Services for authorization of the accrual of more than the number of hours specified in this section. The appointing authority shall have the authority to schedule vacation at the convenience of the department in order to minimize or eliminate accrual in excess of the normal accrual maximum.

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

i. All employees hired after June 25, 1993, shall accrue vacation and accumulate vacation in accordance with the following schedule:

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

*eight-hour day

j. For employees hired prior to July 25, 1993, who have been on the vacation schedule set forth in Subsections b., c., and d. above, such employees shall remain on that schedule, except that (1) employees with nine (9) or more years of service on July 25, 1993, shall be moved to the appropriate level on the vacation schedule set forth in Subsection i.; and (2) employees who complete nine (9) years of service after July 25, 1993, shall be moved at that time to the appropriate level on the vacation schedule set forth in Subsection i.

k. For employees hired prior to July 25, 1993, who have been on the vacation schedule set forth in Subsection e. above such employees with six (6) or more years of service on July 25, 1993, shall have a maximum vacation accrual of 400 hours as a correction to previous negotiating sessions in 1993. There shall be no other corrections to the vacation schedule for employees hired prior to July 25, 1993.

12.2 WELLNESS/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 certificate shall have no monetary value. The approval for the use of the eight (8) hours of paid time off for employees who have earned a wellness certificate shall not be arbitrarily or capriciously denied.

b. Regular employees must be continuously on the County payroll and eligible to earn and use sick leave during the entire twenty-six (26) 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 (26) week period is excluded for that time period. Any employee during the designated twenty-six (26) week period who receives pay pursuant to Labor Code Section 4850 or who receives SDI integration pursuant to Section 9.7 or who selects the disability leave option pursuant to Section 12.7, is excluded from participation for that time period. Any employee who was temporary and transferred to a permanent position during the designated twenty-six (26) 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 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 time off, and a four-fifths employee would receive a certificate for 6.4 hours time off.

12.3 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 credits shall accrue at the rate stated above and may be used for sick leave with pay as provided below:

- (1) A regular employee may use sick leave for personal purposes or family purposes as provided in this section.
- (2) For personal purposes, a regular employee may use sick leave for:
 - (a) Absence from duty when quarantined because of exposure to a contagious disease or when incapacitated from performing duties because of personal illness, injury, dental work, or pregnancy; and
 - (b) Absence from duty for examination or treatment by medical doctor or dentist, under circumstances not involving

quarantine or incapacity; provided, however, that such absences shall be scheduled at the discretion of the appointing authority.

- (c) Absence from duty to donate blood: such an absence shall be scheduled at the discretion of the appointing authority and shall cover the time needed to donate blood, but shall not exceed four (4) hours in any instance and shall be approved only upon submission to the appointing authority of an official blood bank receipt reflecting the donation.

(3) For family purposes, a regular employee may use leave credits for:

- (a) Attendance upon an eligible family member who is incapacitated because of illness or injury and definitely requires personal care. The length of such absence shall be limited by the appointing authority to the time reasonably required to either provide care or to make other arrangements for such care.
- (b) For the purposes of this Subsection (3), an eligible family member is the employee's spouse, child, parent, grandparent, domestic partner (as defined by Section 297 of the California Family Code), or domestic partner's child. Additionally, under this subsection, an eligible family member is any other close relative or child who resides with the employee.
- (c) To transport an eligible family member to and from a local hospital for medical treatment or operation, including childbirth.
- (d) To attend, at any location, during serious medical treatment or operation, including childbirth, performed upon an eligible family member.

(4) The appointing authority may require reasonable substantiation of the need for, and use of, sick leave.

c. The County may provide that sick leave credit for personal purposes received by employees of the County be excluded from "wages" for the purpose of the Social Security Act in the same manner that such payments are excluded with respect to the employees of employers subject to the Federal Insurance Contribution Act.

12.4 SICK LEAVE WHILE ON VACATION

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 department, and upon return to duty shall substantiate the need for, and use of, sick leave.

12.5 LEAVES OF ABSENCE

Chapter 2.78 of the County Code on Leave of Absences shall be incorporated into this Agreement.

12.6 FAMILY DEATH LEAVE

a. The County shall authorize family death leave with pay, for a regular employee, when needed, due to the death of his/her:

- (1) spouse
- (2) registered domestic partner
- (3) child
- (4) child of registered domestic partner
- (5) parent
- (6) grandparent
- (7) 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.

12.7 DISABILITY LEAVE

a. An employee who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination as the appointing authority deems necessary. He shall not be considered absent from duty during the time required for such examination.

b. A regular employee who is unable to perform any appropriate work assignment because of disability incurred in the performance of assigned duties shall be entitled to the following disability leave benefits, in addition to those provided pursuant to the California Worker's Compensation Insurance Act.

- (1) During any period of disability for which payment is not provided under Workers Compensation Insurance, the employee shall be placed on disability leave with pay to the extent of any leave with pay which he has accrued. Such disability leave with pay shall be charged against the employee's accrued leave with pay;
- (2) During any period of disability for which payment is provided under Worker's Compensation Insurance the employee shall elect either:
 - (a) Retain any worker's compensation benefits received during the pay period and receive full pay. The employee shall use their accrued sick leave, vacation, CTO and HIL on an hour-for-hour basis to cover all hours the employee is absent from duty due to the work-related disability during the applicable pay period. Or,
 - (b) Retain any worker's compensation benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the worker's compensation benefits added together are equivalent to the employee's full pay. The employee shall use their accrued sick leave, vacation, CTO, HIL, in an amount equal to one-half of the number of hours the employee was absent from work during the pay period due to the work-related disability. If, however, the

amount of the workers' compensation benefits is subtracted from the employee's full pay for the time off due to the disability, and the remainder is less than one-half of the amount of such full pay, then only the number of leave balance hours necessary to equal that remainder shall be charged.

- (c) All the disability leave provisions of this section shall terminate when the employee uses all accrued sick leave, vacation, CTO or HIL balances, or upon the date of the employee's recovery from disability, receipt of permanent disability under Worker's Compensation Insurance, retirement, termination from County employment or death.

12.8 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 APECS a copy of the standardized County Policies and Procedures regarding the implementation of this program.

12.9 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) the placement of the child in the employee's home and (2) the employee initiating or having completed an adoptive home study for the adoption of the child. The purposes of parental leave are to facilitate parental bonding, family adjustment, and child care, and such leave shall be used consistent with these purposes.

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

c. The maximum paid parental leave for full-time regular employees shall be 160 hours. Parental leave shall be prorated for part-time regular employees. Parental leave shall not extend beyond four (4) 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.

12.10 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.

ARTICLE XIII CAREER DEVELOPMENT

13.1 TIME OFF FOR PROMOTIONAL EXAMINATIONS AND TRANSFER INTERVIEWS

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

b. Whenever an employee has an appointment to appear for a transfer interview, the employee shall be released from duty without loss of compensation while being interviewed during normal work hours. Every effort should be made to schedule transfer interviews at times that minimize interference with County operations.

13.2 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 \$1,200 per year.

13.3 PROFESSIONAL REGISTRATION EXAMINATION

a. Effective on April 12, 1998, the County shall reimburse employees in the unit for the fee charge for the Professional Registration examination. The reimbursement will be a one-time reimbursement made upon successful completion of examination. The

reimbursement will apply to those employees who take the examination subsequent to the effective date of this provision.

b. Appropriate verification of successful completion of the examination is required in order to receive the reimbursement.

ARTICLE XIV PERSONNEL ORDINANCE AND RULES

14.1 PERSONNEL ORDINANCE APPLICATION

In the event of a conflict between the provisions of this Agreement and the provisions of the Personnel Ordinance of the County of Sacramento (Sacramento County Code Chapter 2.78), the provisions of the Personnel Ordinance shall not apply to employees covered by this Agreement.

14.2 PERSONNEL RULES

a. Transfer:

- (1) An employee may transfer from one (1) department to another, within the same class, with the approval of the appointing authorities of both departments.
- (2) An employee may transfer from a position in one (1) class to a position in another class with the prior approval of the Director of Personnel Services. Requests for transfer to another class shall be made in writing to the Director of Personnel Services. An employee may not transfer to a class which he is not qualified.

b. Reinstatement:

- (1) 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 that class or, with the approval of the Director of Personnel-Services, to a lower class for which he is qualified. Reinstatement may take place only within three (3) years of the effective date of resignation. Reinstatement is subject to the discretion of the appointing authority.
- (2) A former employee who is reinstated to a temporary position, within one (1) year 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 has passed

since the person resigned from the permanent position, provided there has been no break in the temporary service.

- (3) 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 former class upon the termination of his 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 other than his department of permanent assignment.
- (4) 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 he/she is reinstated if such reinstatement is to a permanent position.

c. Medical Examinations: 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 shall be approved for employment unless they are suffering from a communicable disease or are medically incapable of performing the duties of the position.

d. Resignation: An employee may resign from County service by submitting his written resignation to the appointing authority. The resignation shall be effective for all purposes upon its submission. However, an employee wishing to resign from the County service in good standing shall, at least two (2) weeks before his last day of actual work, submit to his appointing authority a written resignation stating therein the last day he 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.

14.3 SELECTIVE CERTIFICATION FOR SPECIAL SKILLS (BILINGUAL ABILITY OR CULTURAL KNOWLEDGE)

A position which has been approved for selective certification for special skills pertaining to bilingual ability or cultural knowledge, in accordance with Civil Service Rule 7.9, shall be treated as if it is in a separate class for purposes of applying seniority, layoff, and reemployment rights under Article XVI of this Agreement. All positions which are approved for the special skill shall be treated as if they are in the same class.

ARTICLE XV MISCELLANEOUS

15.1 PROTECTIVE DEVICES

Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the County.

15.2 DEFERRED COMPENSATION

Full-time regular employees shall be eligible to participate in the County Deferred Compensation Program.

15.3 GRIEVANCE POLICY

It is understood that employees in the Engineers and Architects Supervisory and Non-Supervisory Units are covered by the County Grievance Policy effective October 1, 1969.

15.4 MILEAGE REIMBURSEMENT

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

15.5 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 Internal Revenue Code Section 3121 (b) (7) (f) 13.6.

15.6 TRANSIT PASS

Effective July 1, 2006, the transit subsidy shall be increased to \$65 per month.

15.7 REGISTRATION RENEWAL

a. Effective on April 12, 1998, the County shall reimburse employees in the unit for the fee charged by the State of California to renew their professional registration. The reimbursement will apply only to those employees who are required to maintain the professional registration as a condition of their employment. The reimbursement will apply to those employees who renew their registration subsequent to the effective date of this provision.

b. Verification of the renewal of the employee's professional registration is required in order to receive the reimbursement.

15.8 AUTOMTIC RESIGNATION

a. If an employee fails to report to his/her worksite, and/or direct supervisor and has given no notification to the appointing authority, the employee shall be considered absent without leave. If an employee is absent without leave for five (5) consecutive workdays, such employee shall be required to submit a written statement to his/her appointing authority stating that he/she desires to retain his/her employment. If the employee fails to submit such a written statement to the appointing authority within five (5) workdays after notice has been served on the employee, such failure shall constitute an automatic resignation from County service.

b. The notice to the employee may be personally served or it may be served by mail to the last known address of the employee and is complete on mailing. 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.

c. The written statement of the employee 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 to the employee's previously held position. 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 the appointing authority determines that he/she is ready, able and willing to resume the discharge of the duties of his/her position; or

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

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

ARTICLE XVI REDUCTION-IN-FORCE DIVISION A -- APPLICATION-PURPOSES-RIGHTS

16.1 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.

16.2 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.

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 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 16.5.

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.

16.4 RIGHT TO DEMOTE

a. Any employee who is scheduled for layoff shall have a right to demote within the department in which the 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 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 which has a lower salary than the class from which the employee was laid off, applies to any class in which the employee formerly held permanent status 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 (1) a vacancy in the class within the department or (2) the requesting employee would not be the least

senior employee in the new department within the class to which the request is made.

- (2) An employee whose request to demote to another department is granted, shall be deemed for all purposes to have been laid off from the class from which the employee demotes.
- (3) Such right to request demotion shall not apply to a class to which an employee is demoted within the same department. The purpose of the right to request a demotion to another department is to avoid layoff from employment.

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

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

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

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

f. If an employee 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.

16.6 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

16.7 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, delivered to his or her last known address, or mailed to the last known address if such address is a post office box number. 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 is assigned. The notice shall be deemed served on the date it is personally handed to the employee, or on the date it is left at his or her last known address, or on the date it is mailed to his or her last known address, as the case may be.

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.

16.8 NOTICE TO APECS

Each time a layoff is ordered, the County shall mail to APECS, 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.

16.9 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 16.10 through 16.20 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.

16.10 GRIEVANCE

A grievance is a complaint by one (1) or a group of employees or APECS 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.

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

16.12 DELIVERY TO APECS

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

16.13 COMPLAINTS BY APECS

a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 16.12 or twenty-two (22) calendar days after the filing of grievance by APECS, whichever is earlier, APECS shall file a consolidated complaint with respect to all such grievances. The complaint shall name each employee previously named in a grievance, who APECS 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 of layoff. Any employee named in a timely grievance filed by APECS 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, APECS 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 Director of Labor Relations within fifteen (15) calendar days following delivery to APECS of the copies of employee grievances or twenty-two (22) calendar days following filing by APECS of its grievance, whichever is earlier.

16.14 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.

16.15 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 APECS 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 effective by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice shall designate the arbitrator for the consolidated hearing from among those specified in Section 16.16-a., or in the event of their unavailability, the arbitrator selected pursuant to Section 16.16-b.

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

16.16 APPOINTMENT OF ARBITRATOR

a. The following arbitrators are hereby appointed to conduct either consolidated or non-consolidated proceedings:

- (1) Jerilou Cossack
- (2) John Kagel
- (3) Bonnie Bogue
- (4) Boren Chertkov

Any of the above arbitrators shall conduct the hearing if his or her schedule will permit.

b. If none of the above arbitrators are able to serve within the time prescribed by Section 16.14, above, another arbitrator shall be appointed by the American Arbitration Association or, if expressly agreed by all parties, shall be mutually selected.

16.17 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 APECS (and other unit representatives, if any), and no employee or groups of employees shall be deemed to be parties of the proceedings.

16.18 QUESTIONS

In any arbitration proceedings on this issue, the question 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.

16.19 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 a timely complaint, to order the reinstatement of such employee with back-pay. For each employee so reinstated, the arbitrator shall determine and designate the employee currently working for the County who should have been identified instead, and shall order the layoff 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 16.7.
- 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 jurisdiction.

16.20 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

16.21 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 provisions 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 to the provisions set forth in this division.

16.22 TYPE OF POSITION

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

16.23 LIMITED-TERM AND CETA PERSONNEL

- a. 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.
- b. The right of personnel employed under the Comprehensive Employment and Training Act (CETA) to reemployment, to be placed upon either departmental or County-wide reemployment lists, their order on such lists, and their priority of appointment from such lists shall be subject to and in compliance with all order, and grant terms and conditions as such enactments, regulations, orders, terms and conditions may change and apply from time to time during the term of the article.

16.24 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 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, not at the time reemployment is sought.

16.25 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.

16.26 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. A vacancy in a class shall be filled first from the Medical Center transfer eligible lists prescribed in Section (d) of the Civil Service Rules, as that section existed prior to August 15, 1974. If the vacancy is not filled by appointment from the Medical Center transfer eligible list, then:
- b. A 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 ten (10) calendar days following the date of mailing of the notice.
- c. No persons shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on the 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 16.26-b.(2).
 - (3) If there are fewer than three (3) names on the County-wide reemployment list, 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.

16.27 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS

The names of persons shall be deemed removed from departmental reemployment lists and their retitlement 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 16.26-b.(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 ten (10) calendar days following certified mailing to the person's last known address.

16.28 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 ten (10) 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 Subsection 16.27-c., 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.

16.29 EFFECT OF REEMPLOYMENT

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.

16.30 SERVICE OF REEMPLOYMENT LISTS

a. Not later than January 1 of each year, the County shall serve by mail upon APECS 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 date of service.

b. Not later than July 5 of each year, the County shall serve by mail upon APECS 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.

16.31 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 16.32 through 16.38 shall be applicable only to disputes arising under Division C of this article.

16.32 EXISTENCE, ORDER AND CONTENTS OF REEMPLOYMENT

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 APECS, APECS 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 16.21, 16.22, 16.23, 16.24, or 16.25, 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.

(1) The grievance shall specifically identify:

(a) The list or lists to which the grievance refers;

- (b) 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;
 - (c) The names of any personnel alleged to have been erroneously placed upon or omitted from the list or lists; and
 - (d) The changes in lists alleged to be required in order to remedy the alleged violations.
- (2) The grievance shall be filed with the County's Director of Labor Relations and shall be received by the Director not later than twenty (20) calendar days following service of the lists pursuant to Section 16.30.
- (3) The failure of APECS 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 APECS and all other persons.

16.33 OTHER MATTERS

a. Except as to matters referred to in Section 16.32, APECS and any persons laid off from a class covered by this article shall be authorized to file a grievance alleging a violation of Sections 16.21 and 16.29.

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

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

16.34 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 16.32 and 16.33, not later than ten (10) working days following the date of filing. APECS 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 a violation of this article and is otherwise timely and within the scope of the grievance-arbitration provisions, he or she shall be authorized to take all actions necessary to grant

relief, including the layoff of any employees who have been employed in violation of the provisions of this division relating to reemployment.

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 APECS.

16.35 REQUEST FOR ARBITRATION

If APECS 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 Director of Labor Relations not later than seven (7) calendar days after mailing of the decision of the County Executive or his designee. If APECS 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, APECS 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 APECS, the persons who have filed grievances, and the personnel covered by this article.

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

16.37 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 provision 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.

16.38 COSTS

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

DIVISION D - MISCELLANEOUS

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

ARTICLE XVII FURLOUGH

17.1 AUTHORITY TO FURLOUGH COUNTY EMPLOYEES

a. In recognition that County government from time-to-time faces extraordinary financial problems and that layoffs are not the only alternative for reducing personnel related costs, the Board of Supervisors shall have the right to furlough any or all County employees, regardless of funding source, for a maximum of twelve (12) work days in any fiscal year. If the Board of Supervisors, in its sole discretion, decides to invoke this authority, it will notify APECS of the dates of the furlough.

b. The purpose of such furlough is to reduce the need for layoffs, and to establish a schedule for the management of certain County facilities and services. Furlough periods for any fiscal year shall be established by resolution.

c. At the Board's sole discretion, the furlough may not be applied to employees who work in 24-hour institutions, law enforcement functions, or in other public services.

d. The furlough may be implemented so that County facilities remain open on their regular schedule or on a modified schedule or, if ordered by the Board of Supervisors, may be closed in whole or in part.

17.2 EMPLOYEE ACCRUAL OF DEFERRED HOURS

a. This section applies to all employees whose assignment normally allows them to be off work on legal holidays.

b. Employees who are subject to furlough shall not be paid for furlough days.

c. If employees are subject to furloughs for twelve (12) working days, the reduction in pay shall be prorated for twenty-four (24) pay periods. Beginning with the first pay period of the fiscal year or such later pay period as determined by the Board of Supervisors, and for each pay period thereafter, up to four (4) hours pay shall be deferred in each pay period so that employees shall be paid for seventy-six (76) hours although employees work eighty (80) hours. If employees are subject to furlough for less than twelve (12) working days, the reduction in pay shall be prorated over such period as the Board of Supervisors deems appropriate; provided, however, that no more than four (4) hours pay shall be deferred in each pay period.

17.3 EMPLOYEES EXEMPT FROM DEFERRED HOURS

a. Employees who work in a unit for which the normal work schedule includes Saturdays, Sundays, and holidays shall be exempt from the reduction in pay and accrual of deferred hours.

b. A permanent employee who volunteers in writing for 4/5th's time or other part-time assignment may be granted such assignment at the discretion of the appointing authority. If such assignment is granted by the appointing authority, the appointing authority shall have the discretion to continue such assignment for up to one (1) year and shall have the further discretion to terminate such assignment and return the employee to full-time status at any time during that one-year period. While in the permanent part-time assignment, the employee will be exempt from furlough. The employee's normal day off, as a result of 4/5th's or other part-time employment, may be adjusted at the discretion of the appointing authority, to coincide with the furlough day off as determined by the County.

17.4 PAID IF REQUIRED TO WORK

Employees who are subject to this provision but are required to work on days County facilities are closed pursuant to the provision shall be paid for such work time at their normal hourly rate unless they are entitled to overtime pay. Their deferred time may be taken on another day.

17.5 BENEFITS

There will be no reductions in County contributions to employee group insurance nor leave accruals during pay periods of furlough. There will be no reductions in retirement credits and contributions. Income tax and social security will be based on actual pay.

17.6 TREATMENT OF DEFERRED HOURS AFTER JUNE 30

Employees who have an accrued balance of deferred hours on June 30, of any fiscal year may take such time off during the succeeding year.

17.7 TERMINATING EMPLOYEES

Employees who terminate employment will be paid for any accrued hours at their normal rate of pay

17.8 ATTACHMENT "A"

Effects of this provision on pay, benefits integration, modified workweeks, time bases, and other terms and conditions of employment are described on Attachment "A" for described situations. Attachment "A" is incorporated herein as an expressed term of this article.

17.9 EXEMPTION FROM FURLOUGH

Employees in the Engineers and Architects Supervisory and Non-Supervisory Units shall be exempt from implementation of the furlough provision (Article XVII) for the term of this Agreement.

ARTICLE XVIII DISCIPLINE AND DISCHARGE

18.1 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 18.2 below, of employees in a class included in the Engineers and Architects Supervisory and Non-Supervisory Units.

18.2 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 APECS.

18.3 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.

18.4 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.

18.5 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.
- s. Failure to pay a service fee, or a contribution required in lieu of a service fee, pursuant to an agency shop provision in a labor agreement between the County and a recognized employee organization, where the disciplinary action in question is provided for in such agreement.

18.6 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 18.5.

18.7 NOTICE REQUIREMENT AND EFFECTIVE DATE OF ORDER

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

b. A copy of the 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 within the personnel file of the employee within the department to which he or she is assigned. 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 APECS.

c. The order shall be approved as to form by the County Counsel and shall include:

- (1) A statement of the nature of the disciplinary action;
- (2) The effective date of the disciplinary action;
- (3) A statement in ordinary and concise language of all specified facts or omissions upon which the disciplinary action is based; and

- (4) A statement advising the employee of the right to appeal the action through the arbitration procedure of this article, of the manner and time of which said appeal must be made, and the required content of the appeal.

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

18.8 APPEAL

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

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

c. An employee for whom a notice of appeal is filed as provided herein shall be entitled to a hearing, as provided in this article and no other remedy.

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 APECS 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.

18.9 APPOINTMENT 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 upon an arbitrator within the time stated, the parties shall request from the State of California Mediation and Conciliation Service a list of seven (7) arbitrators.

c. The parties shall mutually agree on one (1) of the arbitrators on the list or shall alternately strike off names from the list until one (1) remains. If the selected arbitrator is unable or unwilling to hear the grievance, the parties shall again repeat the process unless they can mutually agree upon an arbitrator.

18.10 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 Director 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.

18.11 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 non-complying party.

18.12 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 APECS.
- 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.

18.13 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.

18.14 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.

18.15 FINALITY OF DECISION

The decision of the arbitrator shall be final and binding.

18.16 COSTS

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

18.17 WITNESSES

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

18.18 EXPEDITED ARBITRATION

Notwithstanding the provisions of this article, upon mutual agreement, the parties may agree to an expedited arbitration consistent with expedited arbitration rules as provided by the American Arbitration Association.

**ARTICLE XIX
TERM**

19.1 TERM

a. The provisions of this Agreement shall be effective on July 1, 2006, except as otherwise specifically provided.

b. This Agreement shall remain in full force and effect from July 1, 2006, to and including June 30, 2011.

Date_____

ASSOCIATION OF PROFESSIONAL
ENGINEERS, COUNTY OF
SACRAMENTO

COUNTY OF SACRAMENTO

By: _____
Mark Merin
Chief Negotiator

By: _____
Steve Lakich
Director of Labor Relations

Amy Smith
President

Georgia Cochran
Chief Negotiator

ASSOCIATION OF PROFESSIONAL
ENGINEERS, COUNTY OF
SACRAMENTO

Sonia Hernandez

Ron Howe

Joshua Nurmi

Heather Yee

COUNTY OF SACRAMENTO

Vick Kyotani

Pat Oehler

Theron Roschen

Attachment “A”

Situation	Result	Comments
SDI integration.	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals.	Currently, the employee receives no accrual while on SDI integration.
Worker’s Compensation integration.	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals.	The portion that is reduced is not the temporary disability benefit.
Less than 80 hours pay (leave of absence, new hires).	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals.	Reduction is based on designation of position.
Various shifts (4/10, 9/80).	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals. If furlough is day off, another day is taken as furlough.	
Masterfile changes (ASA, promotion, demotion).	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals.	The value of the reduction is based on the hourly rate of pay in effect for that pay period.
Taxes.	Taxes are withheld on the reduced salary. Taxes include social security, federal withholding, state withholding, and SDI.	
Retirement, holidays, insurance contribution, leave accruals.	No change.	Retirement is taken based on salary before reduction. As long as the employee is in pay status in the pay period, insurance contribution will be made and leave accruals will be earned. The employee must be in pay status the day before or the day after a holiday to be compensated for the holiday.

Attachment "A" (contd.)

Situation	Result	Comments
Terminations.	Employee is paid for any furlough hours accrued and not used.	Treated the same as any other leave balance.
Differentials.	Differentials will be paid prior to the reduction.	
Part-time employees.	No change.	Exempt per 17.3 b.
Change from full-time to part-time.	No change.	Exempt per 17.3 b.
Change from part-time to full-time.	4.0 hours leave accrual will be taken. Pay is reduced by 4.0 hours.	
Voluntary furlough.	4.0 hours leave accrual will be taken. Pay is reduced by 4.0 hours. If furlough day falls on day off, another day is taken as furlough.	The employee will be treated as any other full-time employee.
Not enough accrued furlough to cover furlough day.	Dock time or other applicable leave balances.	