

AGREEMENT

BETWEEN

COUNTY OF SACRAMENTO

AND THE

TEAMSTERS, LOCAL 150

COVERING ALL EMPLOYEES

IN THE

GENERAL SUPERVISORY UNIT

2022-2025

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Exhibit “A”

Exhibit “B”

PREAMBLE

This Agreement contains the terms negotiated between the County of Sacramento and the Teamsters Local 150, hereinafter called the Union, concerning wages, hours and other terms and conditions of employment for supervisors in the General Supervisory Unit, for the period as set forth in Article XV.

ARTICLE I COVERAGE AND UNION RIGHTS

1.1 COVERAGE OF SUPERVISORS

a. The General Supervisory Unit consists of all supervisors in the positions listed in Exhibit "A" appended hereto.

b. This Agreement applies only to supervisors in the above-described representation unit.

1.2 PAYROLL DEDUCTIONS

a. It is the intent of this article to provide for payroll deductions of Union members to be deducted from their warrants insofar as permitted by law, and not to exceed \$99.99 including dues. The County agrees to deduct and transmit to the Union all authorized deductions from all Union members within the unit. In the event the County misses one (1) or more dues deductions in a payroll period, due to no fault on the part of the Union, the County will correct the error in the next biweekly pay period if notified by the Union in writing within five (5) workdays of the initial transmittal to the Union.

- b. (1) The written authorization for Union dues deductions shall remain in full force and effect during the life of the Agreement between the County and the Union unless canceled in writing by the employee and received by the Union between 12:01 a.m. on June 16 and 11.59 p.m. on June 30 in the final year of the Agreement.
- (2) The written authorization for approved insurance and benefit programs and the amount of dues deducted from a Union member's warrants shall be changed by the County upon written request of the Union.
- (3) The Union agrees to indemnify, defend and hold the County harmless against any claims made of any nature and against any suit instituted against the County arising from its check-off for the dues, insurance or benefit programs of the Union.

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

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

1.3 REPRESENTATION

a. The County recognizes and agrees to deal with designated officers and stewards of the Union in all matters relating to grievances and interpretation of this Agreement. Only full-time regular supervisory employees in the unit shall be permitted County-paid time off to represent supervisors on grievances.

b. A written list of the officers and stewards of the Union shall be furnished the County immediately after their designation and the Union shall notify the County promptly of any changes of such officers or stewards. Those officers or group representatives shall not be recognized by the County until such lists or changes thereto are received.

(1) The Union officers shall be as follows:

President
Secretary/Treasurer
Business Representative

(2) The Union shall be allowed eight (8) stewards and may designate such stewards at locations of the Union's choosing, provided that no more than one (1) steward may be located at any one (1) work location, and changes in geographical location may be made once per fiscal year, with mutual consent of the County.

c. Upon request of the aggrieved supervisor, a steward or designated officer of the Union may investigate the specified grievance provided it is in his/her assigned area of responsibility, and assist in its presentation. He/she 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. Such notification shall be in writing on a form prescribed by the County, which form will state the amount of time spent for the purpose. The assignment of more than one (1) steward or officer who is a supervisor 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.

1.4 UNION TRAINING

Each fiscal year elected officers and stewards may be released from work for no more than a fiscal year total of eight (8) hours to attend Union training sessions or attendance at conferences or conventions. The County shall release elected officers and stewards to attend such training sessions except they may be held on the job in the event of an emergency. The Union shall notify the County reasonably in advance of any such training.

1.5 SEPARATION FROM UNIT EXCEPTION

The 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 third full pay period following the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leaves of absence with a duration, of more than two (2) full pay periods.

1.6 LABOR ORGANIZATION ANNUAL REPORT

Annually, the Union shall file with the Director of Labor Relations a fully completed copy of the U.S. Department of Labor LM-2 (Labor Organization Annual Report) which shall serve as the required financial disclosure pursuant to Government Code Section 3502.5 (d). If the Union 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, the Union shall also be required to submit fully completed LM-2 forms from those employee organizations at the same time the Union submits its completed LM-2. All LM-2's submitted pursuant to this section shall be signed by a certified public accountant and shall be made available to employees in the unit.

1.7 FAILURE TO FILE LABOR ORGANIZATION ANNUAL REPORTS

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

1.8 INDEMNIFICATION

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

1.9 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.

1.10 MAINTENANCE OF MEMBERSHIP

a. Union membership is not a mandatory condition of employment for any employee covered by this Agreement. However; any employee covered by this Agreement who is a Union member or becomes a Union member shall continue to pay to the Union those dues or fees regularly charged members of the Union in good standing for the life of this Agreement. Any new member covered by this Agreement who voluntarily joins the Union, shall be subject to the same terms of continued membership as employees above.

b. Every employee who is a member of the Union shall have the right to withdraw from membership during the last thirty (30) calendar days of this Agreement or any time after this Agreement has expired and no subsequent agreement has been reached. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this section.

c. Upon return from leaves of absence, the County shall immediately reinstate the payroll deduction of Union dues for those employees who were paying dues prior to taking leave.

1.11 NEW EMPLOYEE ORIENTATION

a. Unless otherwise agreed in advance, Union Business Representative, or their designees, shall be provided up to thirty (30) minutes to attend the County's regularly scheduled new-employee orientation so that they may provide information about the Union and the labor agreement. The new-employee orientation schedule, and the reserved thirty (30) minutes of time for the Union's representative(s) to attend, shall be established by the County and provided to the Union annually. The County shall make a reasonable effort to provide the Union with at least forty-eight (48) hours' notice of changes to the regular schedule.

b. At least every thirty (30) days, the County shall provide the Union with a list of employees who are employed in classifications represented by the bargaining unit.

c. If the County elects to implement an electronic orientation not conducted in a virtual format, the following will apply:

1. The County will provide the Union with a list of attendees at each orientation, including a County email address if applicable.
2. Employees will be allowed 30 minutes, not in addition to the time in 1.11.a, to attend a virtual union orientation scheduled by the Union. The employee must notify his or her supervisor reasonably in advance in order to secure this paid release time. Such time shall not be unreasonably denied.
- 3.

Employees shall be provided an opportunity to attend the virtual union orientation in a location where they will not be interrupted or overheard by others. This does not guarantee a private indoor space. Where such indoor space is unavailable, employees shall be allowed to participate in an outdoor space, including in their vehicles if parked in the worksite lot.

ARTICLE II COUNTY RIGHTS

2.1 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 employee 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 the Union regarding matters within the right of the County to determine.

e. This section is not subject to the Grievance Procedure set forth in Article III

of this Agreement.

ARTICLE III GRIEVANCE AND ARBITRATION PROCEDURE

3.1 PURPOSE

- a. This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.
- b. The purposes of this procedure are:
 - (1) To resolve grievances informally at the lowest possible level;
 - (2) To provide an orderly procedure for reviewing and resolving grievances promptly;
 - (3) To determine and correct if possible the cause of grievances;
 - (4) To encourage communication between employees and those in higher authority.

3.2 DEFINITIONS

- a. A grievance is a complaint of one (1) or a group of employees, or a dispute between the County and the Union, involving the interpretation, application, or enforcement of the express terms of the Agreement.
- b. As used in this procedure the term "immediate supervisor" means the individual who assigns, reviews and directs the work of an employee.
- c. As used in this procedure the term "party" means an employee, the Union or the County.
- d. As used herein, representative or the Union representative, if an employee of the County, refers to an employee designated as such pursuant to Section 1.3.
- e. As used in this procedure, the term "workday" means a day of work for the party appealing or responding to the grievance.

3.3 TIME LIMITS

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits

contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended.

3.4 PRESENTATION

An employee or the Union representative, or both may present a grievance while on duty. On group grievances, the Union agrees to limit the number of employees participating on behalf of the Union while on duty to a reasonable number. The County agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

3.5 EMPLOYEE RIGHTS

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

3.6 APPLICATION

Grievances as defined in Section 3.2 shall be brought through this procedure.

3.7 INFORMAL DISCUSSION

The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Union representative. Within five (5) workdays, the immediate supervisor shall give his/her decision or response.

3.8 FORMAL GRIEVANCE - STEP I

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

- (1) Ten (10) workdays after the event or circumstances occasioning the grievance; or
- (2) Within ten (10) workdays of the decision rendered in the informal grievance procedure, whichever is later.

b. However; if the informal grievance procedure is not initiated within the period specified in Subsection (1), the period in which to bring the grievance shall not be extended by Subsection (2).

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

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

3.9 FORMAL GRIEVANCE - STEP 2

a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision within five (5) workdays to the appointing authority or his/her designee. The grievant may be represented by a Union representative. If the appointing authority or his/her designee is the first level of appeal, the grievant may bypass Step 2.

b. Within five (5) workdays the appointing authority or his/her designee shall either agree to implement the proposed resolution, schedule a hearing, or advise the grievant/Union, in writing, to appeal the grievance to Step 3.

c. In the event the appointing authority or his/her designee proceeds with a Step 2 grievance hearing, the appointing authority or his/her designee shall hear, investigate, and render a written response within fifteen (15) workdays of receipt of the appeal from Step 1.

3.10 FORMAL GRIEVANCE - STEP 3

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) workdays. The grievant may be represented by a Union representative.

b. Hearing and Response - Step 3: The County Executive or his/her designated representative shall, within ten (10) workdays of receipt of the appeal, schedule and conduct a grievance hearing unless extended by mutual agreement of the parties. The County Executive or his/her representative shall render a written response to the grievance within twenty (20) workdays following the date of the grievance hearing unless extended by mutual agreement of the parties.

3.11 ARBITRATION - STEP 4

If the response of the County Executive or his/her designated representative is not satisfactory to the Union, the Union shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the County Executive or his/her designated representative within ten (10) workdays of receipt of his/her decision.

3.12 RESPONSE

If the County fails to respond to a grievance within the time limits specified for that step, the grievant or the Union shall have the right to appeal to the next step, except that only the Union shall have the right to refer the matter to binding arbitration.

3.13 COPY OF DECISION

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

3.14 SELECTION OF ARBITRATOR

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

b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation and Conciliations Service a list of five (5) arbitrators. After receipt of this list, the parties shall jointly strike names from the list until one (1) name remains. If the sole remaining arbitrator declines appointment or is otherwise unavailable, the arbitrator shall be selected by the Mediation and Conciliation Service.

3.15 DECISION

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

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

3.16 COSTS

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

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

3.17 WITNESSES

The County agrees that an employee shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this Agreement. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable. The County shall cooperate in making witnesses available for the arbitration hearing.

3.18 EXPEDITED ARBITRATION

At any step of the grievance procedure at which the appropriate County representative declares he/she does not have authority to resolve a pending grievance, the Union may proceed directly to the next step of the grievance procedure. The County and the Union may, by mutual agreement, submit an issue directly to Step 4 of the grievance procedure.

ARTICLE IV HOURS OF WORK AND OVERTIME

4.1 OVERTIME

a. A supervisor will be compensated only for overtime ordered by designated supervisory personnel. Overtime shall be discouraged.

b. Except as otherwise provided, a supervisor 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 per the discretion of the appointing authority. Compensating time off shall be used within one (1) year from the time the overtime was performed. If the department is unable to schedule and grant the time off within one (1) year, cash payment shall be made in lieu of compensating time.

c. All paid leave except sick leave shall be counted as time worked. Time worked in excess of eight (8) hours in a day shall not be counted in determining whether a supervisor has worked in excess of forty (40) hours in a week.

d. A part-time supervisor shall be compensated for overtime at their regular hourly rate or one (1) hour of compensating time off for each hour worked in excess of their normal workday or week; provided, however, for work performed in excess of eight (8) hours per day or forty (40) hours per week, they shall be compensated as provided in Subsection b. above.

e. A supervisor who works overtime shall promptly and accurately report such time in the manner prescribed by County.

f. Overtime shall be distributed fairly among supervisors insofar as circumstances permit.

g. The County and the Union agree that the Fair Labor Standards Act is inapplicable to a supervisor covered by this Agreement.

h. The parties mutually agree that the appointing authority shall have the sole authority to schedule the use of accrued CTO. Such scheduling shall be at the discretion of the appointing authority. The appointing authority, or designee, will give supervisors five (5) calendar days' notice prior to scheduling CTO.

i. The Department of Regional Parks, shall be exempted from the five (5) calendar days' scheduling notice. A Parks and Recreation supervisor covered by this Agreement who reports for their regularly scheduled shift shall be paid a minimum of two (2) hours of straight time pay if sent home on CTO as outlined in this section.

4.2 STANDBY ASSIGNMENTS AND CALL BACK

a. Any supervisor who is required to remain on standby for emergency work shall be compensated the equivalent of two (2) hours' straight time pay for each standby shift, whether or not the supervisor is called to work. A standby shift shall be eight (8) hours or less. Standby pay may only be earned once in each standby shift.

b. The supervisor who performs emergency work on standby duty shall be compensated therefor as overtime worked. 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.

c. Any supervisor called in to work shall be compensated a minimum of two (2) hours' pay.

d. A supervisor on standby who in a County vehicle is en-route to work a regular shift and is called upon to work shall not be eligible for the two-hour minimum.

4.3 WORKWEEK

a. A supervisor within a specific section, unit, division or department may work a modified workweek of less than five (5) days, but not less than forty (40) hours, subject to approval of the County and the Union.

b. Special Work Schedule: Underground, Mechanical, and Water Quality Control Systems Supervisor classifications.

- (1) A supervisor in the classifications of Underground Supervisor, Mechanical Supervisor or Water Quality Control Systems Supervisor shall work nine (9) hours per day Monday through Thursday and eight (8) hours per day every other Friday. The normal work schedule of a supervisor shall be eighty (80) hours per biweekly pay period, with one (1) workweek of thirty-six (36) hours and one (1) of forty-four (44) hours. The normal work schedule shall provide for each supervisor to be off every other Friday.

- (2) Overtime shall be earned when a supervisor works in excess of nine (9) hours per day on Monday through Thursday, eight (8) hours per day on a Friday a supervisor is scheduled to work on Friday, or thirty-six (36) hours per week a supervisor is scheduled to have Friday off.
- (3) A supervisor shall be granted a holiday that falls on the supervisor's scheduled workday, except that if the workday is a nine-hour day, the remaining hour must be taken off as leave without pay, from accumulated compensating time off, or accumulated vacation time. If a holiday falls on a supervisor's scheduled day off, the supervisor shall accrue eight (8) hours compensating time off.
- (4) The County shall have the right to return to the normal eight-hour day, five-day week upon giving thirty (30) days' notice to the Union and to the supervisor involved.

c. If during the term of this Agreement, employees in classes which are subordinate to the supervisors represented by this Union agree to a change in their hours of work, the County agrees to reopen negotiations with this Union for the express purpose of negotiating a like change in hours for the affected supervisor.

d. A Part-Time Employee: A regular employee employed part-time, either voluntarily or as a result of a reduction-in-hours in lieu of layoff shall be subject to the following conditions:

- (1) The salary of a part-time regular employee shall be prorated based on the number of hours worked.
- (2) Vacation, sick leave and holiday benefits shall be prorated based upon the number of hours worked.
- (3) Such regular employees who work forty (40) or more hours per pay period shall be eligible for group medical insurance and health benefits, dental benefits, and life insurance; and the County shall make contributions in the same amount as for full-time employees.
- (4) It is understood that a part-time employee is not eligible for Social Security withholding.

e. A supervisor shall be given at least five (5) workdays' notice prior to a change in their shift or days off. If a supervisor's shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new shift. The notice requirement and overtime provision shall not apply to emergency assignments.

f. Special Work Schedule -Traffic Signs and Signals:

- (1) A supervisor in the classifications of Senior Traffic Signal Supervisor, Traffic Signal Supervisor, Senior Traffic Signs Supervisor, or Traffic Signs Supervisor assigned to the Traffic Signs and Signals Section, shall work nine (9) hours per day Monday through Thursday and eight (8) hours per day every other Friday. The normal work schedule of a supervisor shall be eighty (80) hours per biweekly pay period, with one (1) workweek of thirty-six (36) hours and one (1) of forty-four (44) hours. The normal work schedule shall provide for each supervisor to be off every other Friday.
- (2) Overtime shall be earned when a supervisor works in excess of nine (9) hours per day on Monday through Thursday, eight (8) hours per day on a Friday a supervisor is scheduled to work, forty-four (44) hours per week a supervisor is scheduled to work on Friday, or thirty-six (36) hours per week a supervisor is scheduled to have Friday off.
- (3) A supervisor shall be granted a holiday that falls on the supervisor's scheduled workday, except that if the workday is a nine-hour day, the remaining hour must be taken off as leave without pay, from accumulated compensating time off, or accumulated vacation time. If a holiday falls on a supervisor's scheduled day off, the supervisor shall accrue eight (8) hours compensating time off.
- (4) The County shall have the right to return to the normal eight-hour day, five-day week upon giving thirty (30) days' notice to the Union and to the supervisor involved.

g. Assessor's Office Alternate Work Schedules:

- (1) The Nine-Day, Eighty-Hour (9/80) Schedule:
 - (a) A supervisor in the classifications of Supervising Auditor Appraiser, Supervising Real Property Appraiser, or Supervising Cadastral Drafting Technician may work a 9/80 work schedule. Approval for a supervisor to work the 9/80 work schedule shall be within the sole discretion of the Assessor.
 - (b) The normal work schedule of a supervisor on the 9/80 schedule shall be eighty (80) hours per biweekly pay period with one (1) workweek of thirty-six (36) hours (four [4] nine-hour workdays) and one (1) of forty-four (44) hours (four [4] nine-hour workdays and one (1) eight-hour workday).
 - (c) Overtime for a supervisor working a 9/80 schedule shall be

earned when a supervisor works in excess of nine (9) hours per day on a normally scheduled nine-hour workday and in excess of eight (8) hours per day on the normally scheduled eight-hour workday. Overtime shall also be earned when a supervisor works in excess of the forty-four (44) hours per week when the supervisor is scheduled to work forty-four (44) hours per week, or when a supervisor works in excess of thirty-six (36) hours per week when the supervisor is scheduled to work four (4) days (thirty-six [36] hours) per week.

- (d) A supervisor working a 9/80 schedule shall take an unpaid meal period, generally in the middle of their work period.

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

- (a) A supervisor in the classifications of Supervising Assessor's Aide, or Clerical Supervisor II working at the Assessor's Office may work a 4/9/4 work schedule. Approval for a supervisor to work the 4/9/4 work schedule shall be within the sole discretion of the Assessor.
- (b) The normal work schedule of a supervisor on the 4/9/4 schedule shall be forty (40) hours per week with one (1) workday of four (4) hours and four (4) workdays of nine (9) hours.
- (c) Overtime for a supervisor working a 4/9/4 schedule shall be earned when a supervisor works in excess of nine (9) hours per day on the normally scheduled nine-hour workdays and in excess of four (4) hours per day on the scheduled four-hour workday. Overtime shall also accrue when a supervisor works in excess of forty (40) hours per week.
- (d) A supervisor working a 4/9/4 modified work schedule shall take an unpaid meal period, generally in the middle of their work period, when working a nine-hour day.

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

receive four (4) hours of CTO in addition to the four (4) hours of holiday time.

- (4) Leave Usage: For both the 9/80 and 4/9/4 work schedules, full day absences on vacation, sick leave, CTO or HIL taken by a supervisor on a scheduled nine-hour day shall result in the deduction of nine (9) hours accrued leave balance. A full day of leave taken on a scheduled eight-hour or a scheduled four-hour day shall result in the deduction of either eight (8) hours or four (4) hours leave respectively.
- (5) Return to Five-Day/Forty-Hour Schedule:
 - (a) The individual supervisor shall have the right to return to the normal five-day/forty-hour work schedule at the beginning of a pay period solely upon giving five (5) workdays' written notice to the Assessor.
 - (b) The Assessor shall have the right to return any individual supervisor, or any work section to the normal eight-hour day and five-day schedule solely upon giving five (5) workdays' written notice to the supervisor so affected.
 - (c) The County shall have the right to return to the normal eight-hour day, five-day per week schedule solely upon giving thirty (30) calendar days' notice to the Union.

h. Consolidated Utilities Billing Four-Day Workweek Schedule: Effective April 1, 1991, at the option of the County and the Municipal Services Agency, a supervisor of the Consolidated Utility Billing Section may be assigned to work ten (10) hours per day, four (4) days per week. Four-day workweek shall be subject to the following policies:

- (1) An employee shall earn overtime compensation in accordance with Section 4.1, except that such overtime shall be earned when an employee works in excess of ten (10) hours per day or forty (40) hours per week.
- (2) Sick leave with pay shall be accrued, accumulated and taken in accordance with Section 8.3 of this Agreement.
- (3) Vacation leave with pay shall be accrued and used in accordance With Sections 8.1 and 8.2.
- (4) Holidays: An employee shall be granted the day off in accordance with Section 6.1 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 without pay, or from accumulated compensating time off or accumulated vacation time. 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.

- (5) All other provisions of this Agreement shall apply to an employee who works a ten-hour day/forty-hour workweek in the same manner as such provisions apply to an employee who works a regular eight-hour/ forty-hour workweek.
- (6) Workweeks of ten (10) hours per day shall be authorized only when approved in advance by the County and the Union.
- (7) The County shall have the right to discontinue the four-day work schedule by giving the Union ten days' notice.

4.4 9/80 WORK SCHEDULES

a. An appointing authority, with the prior approval of the County Executive, may approve a request of an employee covered by this Agreement in their department to work a 9/80 work schedule.

b. For an employee who does 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-hour periods.

- (1) For such employee, 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 such employee working the 9/80 work schedule who is 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 an employee who does 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 such employee, 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 such employee, 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. An employee 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. An employee may receive one (1) rest period during the first half of the employee's nine-hour or eight-hour workshift. An employee who works two (2) four-hour workshifts may receive one (1) rest period during each four-hour shift.

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 the holiday. If a holiday falls on an employee's scheduled day off, the employee shall accrue eight (8) hours compensating time off.

f. Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by an employee 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 a 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. An employee 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).

4.5 FOUR-DAY, FORTY-HOUR WORKWEEK

An appointing authority, with the prior approval of the County Executive, may assign an employee covered by this Agreement to work a work schedule consisting of four (4) ten-hour workdays per week, subject to the following conditions:

- a. Overtime: An employee shall earn overtime compensation in accordance with Section 4.1, except that such overtime shall be earned when an employee works in excess of ten (10) hours per day or forty (40) hours per week.
- b. Sick Leave: Sick leave with pay shall be accrued, accumulated, and taken in accordance with Section 8.3 of this Agreement and Subsection d. below.
- c. Vacation Leave: Vacation leave with pay shall be accrued and used in accordance with Section 8.1 and 8.2 and Subsection d. below.
- d. Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by an employee on a scheduled ten-hour workshift shall result in the deduction of ten (10) hours from the employee's accrued leave balance.
- e. Holidays: An employee shall be granted the day off in accordance with Section 6.1 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 time off, and second from holiday in lieu or accumulated vacation time; and, if there are no leave balances, then leave without pay. If a holiday falls on an employee's scheduled day off during the normal Monday through Friday workweek, the employee shall accrue eight (8) hours of compensating time off.
- f. Holiday In Lieu: An employee who works in a unit for which the normal work schedule includes Saturdays, Sundays, and holidays shall accrue eight (8) hours holiday time every four (4) weeks in accordance with Subsection 6.1-c. of this Agreement, except that in-lieu days off shall be for a ten-hour workday.

- g. Other Provisions: All other provisions of this Agreement shall apply to an employee who works a ten-hour day/forty-hour workweek in the same manner as such provisions apply to an employee who works a regular eight-hour/forty-hour workweek.
- h. Return to Normal Five-Day Schedule: The County shall have the right to discontinue the four-day work schedule by giving the Union ten (10) days' notice.

4.6 7/12 Work Schedule

a. Employees may be assigned by the County to a work schedule consisting of seven (7) workdays of twelve (12) hours each during a biweekly pay period. During one (1) week of the biweekly pay period, employees will work three (3) workdays of twelve (12) hours each, and during the other week, they will work four (4) workdays of twelve (12) hours each. The 7/12 workweek shall be redesignated so that the week commences in the middle of the last twelve-hour workshift in the four-day workweek and ends the following week on the same day and time, a period of seven (7) consecutive twenty-four-hour periods.

b. Employees who work in excess of forty (40) hours per workweek shall be paid overtime or receive compensating time off as stated in Section 4.1.

c. The 7/12 work schedule consists of eighty-four (84) hours per pay period. The additional four (4) hours above the standard forty-hour workweek shall be considered as overtime as provided in Section 4.1

d. The four (4) hours of overtime described in Section 4.5-c. shall be treated as overtime for all purposes and shall not be a factor or credit for purposes of step advancement, contributions for retirement, credit towards retirement service, paid leave accruals, seniority, or any other benefit towards which overtime work is excluded in the benefit calculation. No provision of this Agreement shall be interpreted in a manner which gives the employees assigned to the 7/12 schedule greater compensation or a larger monetary benefit than that same benefit as applied to employees assigned to the five-day/eight-hour schedule and the four-day/ten-hour schedule.

e. Should for any reason whatsoever these four (4) hours of overtime described in Section 4.5-c. become applicable towards contributions for retirement or credit towards retirement service without the proper agreement of the County through the meet and confer process, the 7/12 schedule shall be discontinued immediately in accordance with the notice provisions of Subsection-I. below.

f. For training purposes, employees' 7/12 workweek schedules may be modified to schedules combining both the eight-hour workday (or ten-hour workday) and the twelve-hour workday. An example of such a combination could be the substitution of three (3) eight-hour workdays for two (2) twelve-hour workdays. In such cases, the employees shall be provided five (5) days' notice. Any change in the 7/12 workweek

schedule for training purposes is not intended to modify the workweek to less than eighty (80) hours in the biweekly pay period.

g. It is also understood that the County's payroll system is not designed to handle the 7/12 work schedule as set forth in this Agreement. Therefore, it is understood that employees on the 7/12 schedule may be given instructions to complete their timesheets in a manner to provide them the correct gross pay, even though the procedure utilized may not be accurate per the timesheet categories or would be a procedure not allowable for any other employees not on the 7/12 schedule.

h. Employees on the 7/12 work schedule shall terminate all off-duty employment a minimum of twelve (12) hours prior to the start of their regular shift.

i. Meal Periods: Employees working a 7/12 schedule normally will take a meal period in the middle of their twelve-hour workshift. Employees may receive one (1) rest period during the first half of their twelve-hour workshift and one (1) rest period during the second half of their twelve-hour workshift.

j. Holiday In Lieu: Employees shall be granted one (1) day off every four (4) weeks in lieu of prescribed holidays. Such time off shall be designated in the supervisors' regular work schedules. If not scheduled and taken every four (4) weeks, such time shall accrue at the rate of four (4) hours for each biweekly pay period.

k. Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on a scheduled twelve-hour workshift shall result in the deduction of twelve (12) hours from the employees' accrued leave balances.

l. Notwithstanding any other provision of this Agreement, the County shall have in its sole discretion the right to discontinue the 7/12 work schedule and return employees to a 9/80 or standard five day, forty-hour work week schedule after providing advance written notice of two (2) full pay periods to the affected employee (s).

ARTICLE IV SALARIES

5.1 SALARY INCREASES

- a. Effective June 19, 2022, salaries shall be increased four percent (4%).
- b. 2023-24 Salaries: Effective June 18, 2023, salaries shall be increased four (4%) percent.
- c. 2024-25 Salaries: Effective June 30, 2024, 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 2024, 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 four percent (4%).

- d. The additional salary adjustments shall be applied to the following classes effective June 19, 2022:

<u>Class</u>	<u>Fiscal Year 2022/23</u>	<u>Fiscal Year 2023/24</u>	<u>Fiscal Year 2024/25</u>
Assessment Supervisor	1.5%	1.5%	
Collections Supervisor	1.5%	1.5%	
Supervising Communications Operations Dispatcher	1.5%	1.5%	
Supervising Imaging Specialist	1.5%	1.5%	
Supervising Utilities Billing Services Representative	2%	2%	1%
Supervising Dietician	5%		
Supervising Radiological Technician	5%		
Natural Resource Supervisor	2.5%	2%	
Sanitation District Maintenance & Operations Supervisor	2.5%	2.5%	2.5%
Sanitation & District Mechanic Supervisor	2.5%	2.5%	2.5%
Supervising Public Health Microbiologist	2.5%	2%	
Water Distribution Supervisor	2.5%	2.5%	2.5%
Water Quality Control System Supervisor	2.5%	2.5%	2.5%
Water Treatment Operations Supervisor	2.5%	2.5%	2.5%
Wastewater Treatment Plant Operations Supervisor	2.5%	2.5%	2.5%

Water Quality Lab Supervisor	2.5%	2%	
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- e. Effective the pay period following approval of the 2022-25 labor agreement by the Board of Supervisors, the salary scale below shall apply to the class of Waste Management Operations Supervisor. The parties agree the pay scale includes the four percent (4%) general salary increase scheduled for FY 22-23, reflected in subsection (a). The salary increase in subsection (a) therefore does not apply to the Waste Management Operations Supervisor class.

Class Title	Entry Step/Range	Step 5	Step 6	Step 7	Step 8	Step 9	
Waste Management Operations Supervisor	5/4638	38.16	40.07	42.07	44.17	46.38	Hourly Biweekly Monthly Annually
		3,052.80	3,205.60	3,365.60	3,533.60	3,710.40	
		6,640	6,972	7,320	7,686	8,070	
		79,678	83,666	87,842	92,227	96,841	

- f. Should any miscellaneous retirement class in another bargaining unit receive a negotiated COLA in excess of that received under Section 5.1 (a-c) the COLA's shall be adjusted to reflect that higher amount.

5.2 MINIMUM SALARY SPREAD

a. The County endeavors to maintain a ten percent (10%) spread between Step 9 of the supervisory class in the General Supervisory unit and Step 9 of the highest paid subordinate class.

b. The County endeavors to maintain a twenty percent (20%) spread between Step 9 of the class of Wastewater Treatment Plant Operations Supervisor and Step 9 of the class of Senior Wastewater Treatment Plant Operator.

5.3 SALARY ADMINISTRATION

a. Effective December 3, 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.

- (1) Transition of employees in salary steps "2," "3," and "4":

- (a) Effective December 3, 2000, employees in Salary Steps "2" and "3" will be moved to salary Step "5" with no change in salary step increase date.
- (b) Effective December 3, 2000, employees in Salary Step "4" will be moved to Salary Step "6" with a new salary step increase date of December 3, 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 supervisor. At the discretion of the appointing authority, a reinstated supervisor 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: A supervisor 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 never left the former class.

e. Promotion: Upon promotion, a supervisor shall receive in the new class the lowest step which provides an increase of at least 5%. Extra-help employees shall be placed at the lowest step in the new class. (Effective July 15, 1990)

f. Transfer: Upon transfer, a supervisor shall receive the same step in the new range as he or she received in the former range. For purposes of this provision, a transfer is a change between classes where the maximum salary rate of the class to which transfer is made is less than 5% higher or is less than 5% lower than the maximum salary rate of the former class.

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 a supervisor 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 supervisor shall receive the same step in the lower range as he or she received in the higher range. A supervisor with permanent status in a class who, with the approval of the appointing authority, voluntarily demotes to a lower class shall receive the step in the lower range which provides an equal salary or, in the absence thereof, the nearest lower salary to that which was received prior to demotion.

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

i. Y-rate: The Board of Supervisors may adopt a Y-rate to apply to: (1) a supervisor 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 supervisor or (2) a supervisor 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 supervisor enters in the new class series is less than the salary the supervisor was receiving in the former class. A Y-rate means a salary rate, for an individual supervisor, which is greater than the established range for the class.

j. Y-rate Salary Increase: A supervisor 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, at which time the supervisor shall receive the highest step of the range. The supervisor 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 a supervisor direct status in another class, the supervisor 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, supervisors in the class shall change to the new range but shall remain at the same step. When changes in a supervisor's class or salary, or both, occur simultaneously with salary range adjustments in the Agreement, the supervisor changes shall precede the Agreement adjustments in application.

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

n. Biweekly Salaries: The pay period for all supervisors 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 supervisor shall be based on the actual number of days or hours worked in the pay period, including authorized absences with pay, multiplied by the supervisor's daily or hourly rate. Such payments shall not exceed the biweekly rate as determined by the supervisor's range and step.

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

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

r. Salary: Granted Status, Information Technology Classes Only. Effective November 8, 1998, the following shall apply to Information Technology Classes only:

- (1) Whenever an employee has been granted status in a new higher paying class relating to information technology, the range for which is at least five (5) percent or the equivalent of one (1) step greater than the range of the employee's former class, the employee shall receive the same step in the higher range in the new class as the step which the employee received in the former class if the justifications for the new class included the resolution, in whole or in part, of recruitment and retention problems.

5.4 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 period of full-time eligible service since his/her step increase date.

b. Except as otherwise provided below, a supervisor'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. A supervisor's step increase may be deferred while he or she is in provisional or probationary status. Upon receipt of a deferred increase, the supervisor'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, a supervisor shall retain the same step increase date.

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

f. A supervisor 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 supervisors who are appointed to a regular position without a break in service; provided, however, that credit for extra-help employment shall be applied in the same manner as regular service for salary administration purposes only in respect to promotions, demotions and transfers during the extra-help employment period.

- h. Overtime work shall not be considered as eligible service.
- i. A step increase may be denied only for just cause.

5.5 SALARY LEVELS

a. The salary level at which initial appointments are made to classes with more than one (1) salary level, and advancement from the lower to the higher salary level of such classes (for example, from Level I to Level II) are at the discretion of the appointing authority provided the minimum qualifications as stated in the class specification as adopted by the Civil Service Commission are met.

b. The above sets forth the system for both current and new classes regarding the determination of the minimum qualifications for salary levels and neither the County, the Union, or the Civil Service Commission shall have the right or obligation to meet and confer over such matter during the term of this Agreement.

5.6 PAYROLL ERRORS

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

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 a supervisor 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 a supervisor 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 the Director's initial written notice to the supervisor.

- (1) In the case of overpayment, a reimbursement of the overpayment shall be made through one (1) or a combination of the following methods:
 - (a) In cash payment(s) mutually agreed to by the supervisor 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). If the supervisor's balances are not sufficient to cover the overpayment, a portion of each subsequent leave accrual may be subtracted until the overpayment is satisfied.
 - (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 supervisor's base salary (including incentives, et cetera), lower deduction is at least 10% of the supervisor's base salary including incentives, et cetera.
- (2) In the case of an underpayment, the County will expedite reimbursement to the employee via an in-lieu warrant, a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
- (3) A supervisor whose employment terminated prior to full reimbursement of an overpayment shall have withheld from any salary owing the supervisor upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County shall have the right to exercise other legal means to recover the additional amount owed.
- (4) Any amount of overpayment or underpayment for any period earlier than one (1) year prior to the date of the Director's initial written notice to the supervisor, shall be deemed waived and not reimbursable.

d. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous Agreement. The time limits for the filing and processing of

any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

e. The provisions of this section apply only to errors involving base salary or overtime cash payment and paid leave accruals, balances or usage. No provision of this Agreement shall preclude the correction or recovery by the County of past overpayments or other losses which result from errors involving other matters, such as insurance, retirement, social security and court-ordered payments.

5.7 LONGEVITY

Effective June 19, 2022, permanent employees who reach ten (10) years of full-time service shall receive a 2.5% differential. Less than full-time permanent employees shall become eligible upon working the equivalent of ten (10) years of full-time service.

ARTICLE VI HOLIDAYS

6.1 HOLIDAYS

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

- (1) The holidays are: January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, June 19, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day and the day after Thanksgiving, and December 25.
- (2) When January 1, February 12, March 31, June 19, July 4, November 11 or December 25 holidays fall on Sunday, supervisors who are regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the Monday following as a holiday with pay.
- (3) When January 1, February 12, March 31, June 19, July 4, November 11, or December 25 holidays fall on Saturday, supervisors who are regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the preceding Friday as a holiday with pay.

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

b. Supervisors who are regular employees who work in a unit for which the normal work schedules include Saturdays, Sundays and holidays shall be granted one (1) day off every four (4) weeks in lieu of prescribed holidays. Such time off shall be designated in the supervisors' regular work schedules. If not scheduled and taken every four (4) weeks, such time shall accrue at the rate of 4.3 hours for each biweekly pay period. Effective December 18, 2022, biweekly HIL accruals will be increased to 4.6 hours each biweekly pay period.

c. Except as provided in Subsection a. and Subsection c., supervisors who are regular employees required to work on a holiday shall receive overtime compensation in addition to holiday pay.

6.2 CHRISTMAS EVE AND NEW YEAR'S EVE

Each supervisor 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 supervisor 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 VII GENERAL PROVISIONS

7.1 STRIKES AND LOCKOUTS

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

b. The Union 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, slow-downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the County. In the event that members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

7.2 DISCRIMINATION

a. The County shall not interfere with or discriminate against any employees by reason of their membership in the Union, or activity approved by this Agreement, nor will

the County discourage membership in the Union or encourage membership in any other employee organization.

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

7.3 APPLICATION OF PERSONNEL ORDINANCE

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

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

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

**ARTICLE VIII
LEAVES**

8.1 VACATION ACCRUAL

a. Supervisors covered by this Agreement shall accrue vacation at the rates shown in the following schedule:

<u>Years of Service</u>	<u>Biweekly Accrual Rate</u>	<u>Approximate Number Annual Days*</u>
During first 3 years	3.1 hours	10
After completion of 3 years	4.6 hours	15
After completion of 6 years	5.5 hours	18
After completion of 9 years	5.8 hours	19
After completion of 10 years	6.2 hours	20
After completion of 11 years	6.5 hours	21
After completion of 12 years	6.8 hours	22

After completion of 13 years	7.1 hours	23
After completion of 14 years	7.4 hours	24
After completion of 15 years	7.7 hours	25
*eight-hour day		

- d. Supervisors may accumulate vacation to a maximum of 400 hours on any accrual date.
- e. Employees can “cash-in” up to forty (40) hours/year vacation after ten (10) years of full-time continuous service and 240 hours accrued vacation per the terms of County policy 306 “Cash for Accrued Vacation Leave”.

8.2 VACATION USAGE

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.

8.3 SICK LEAVE

a. Sick leave credits shall be earned by a supervisor based on the equivalent of full-time service from the date of appointment. Sick leave credit shall accrue to the supervisor 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 supervisor may use sick leave for personal purposes or family purposes as provided in this section.
- (2) For personal purposes, a supervisor 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, 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 supervisor 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. 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.
 - (b) To transport an eligible family member to and from a local hospital for medical treatment or operation, including childbirth.
 - (c) 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.

8.4 WELLNESS 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 maximum of twelve (12) hours of sick leave usage will include any hours used under the Family Medical Leave Act. 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 the sick leave during the entire twenty-six-week period from Pay Periods #1 through #13, and from Pay Period #14 through #26. Any employees on unpaid leaves of absence during a portion of the designated twenty-six-week period, is excluded for that time period. Any employees during the twenty-six-week period who receive pay pursuant to Labor Code Section 4850 or who receive SDI integration pursuant to Section 9.8, or who select the disability leave option pursuant to Section 10.2, is excluded from participation for that time period. Any employees who were temporary and transferred to a permanent position during the designated twenty-six-week time period are 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 part-time employees to use in Pay Periods #1 through #13, or in Pay Periods #14 through #26, shall be prorated. This means for half-time employees the maximum sick leave that may be used is six (6) hours; for four-fifths employees, the maximum would be 9.6 hours. The maximum hours of sick leave usage will include any hours used under the Family Medical Leave Act. The amount of time off received by the qualifying part-time employees shall also be prorated. This means half-time employees would receive certificates for four (4) hours-time off, and four-fifths employees would receive certificates for 6.4 hours-time off.

8.5 SICK LEAVE WHILE ON VACATION

A supervisor 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 supervisor promptly shall notify his/her department, and upon return to duty shall substantiate the need for, and use of, sick leave.

8.6 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, great grandparent, grandparent-in-law

- (7) grandchild, great grandchild
 - (8) brother
 - (9) sister
 - (10) brother-in-law; brother of registered domestic partner; registered domestic partner of brother
 - (11) sister-in-law; sister of registered domestic partner; registered domestic partner of sister
 - (12) mother-in-law; mother of registered domestic partner
 - (13) father-in-law; father of registered domestic partner
 - (14) any child or close relative who resided with the employee at the time of death.
- f. The employee shall give notice to his/her immediate supervisor prior to taking such leave.
- g. 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 a part-time employee 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).
- h. The intent of this benefit is that it be used within reasonable proximity of the death of the relative unless there are circumstances present which are clearly beyond the control of the employee.

8.7 MILITARY LEAVE

Supervisors shall be granted military leave as required by statute.

8.8 ASSIGNMENT OF LEAVE FOR CATASTROPHIC ILLNESS AND OTHER PURPOSES

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

8.9 PARENTAL LEAVE

a. Each regular County employee with at least one (1) year of continuous service shall be entitled to schedule paid parental leave upon the birth of the employee's child, the birth of the employee's registered domestic partner's child or during the process of an adoption of a minor child by an employee. In the case of an adoption, the entitlement shall arise upon both: (1) verification of the intent to adopt established by provision of formal documentation and (2) the placement of the child in the employee's home for the purpose of adoption. The purposes of parental leave are to facilitate parental bonding, family adjustment, and child care, and such leave shall be used consistent with these purposes.

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

c. The maximum paid parental leave for a full-time regular employee shall be 160 hours. Parental leave shall be prorated for a part-time regular employee. Parental leave shall not extend beyond six (6) months from either: (1) the date of birth of the employee's child, or (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. An employee must make a written request to use parental leave. The written request shall be made at least thirty (30) calendar days prior to the anticipated start of the parental leave, except in cases of an unanticipated early childbirth or adoption, in which case the employee shall make the written request with as much advance notice as possible. The written request shall also provide such information or substantiation as may be required by the Director of Personnel Services.

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

g. Use of parental leave does not reduce or adversely affect the maximum one-year unpaid leave of absence that an employee may request for child care or family reasons following the birth or adoption of a child.

8.10 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/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 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-six (26) 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.
 - (1) Effective December 1, 2006, Tier A employees will be eligible for a County contribution of 80% of the 2006 Kaiser family rate (\$743.04). Employees hired on or after February 1, 1998 but before January 1, 2007, with catastrophic coverage, or who waive coverage beginning January 1, 2008, and demonstrate evidence of other group coverage at the time of enrollment or waiver will receive a \$150 a month plan selection incentive.
 - (2) Tier A: Effective January 1, 2007, employees in Tier A will receive a maximum County contribution of 80% of the Kaiser family rate for 2007. Effective January 1, 2008, the County insurance contribution shall be frozen at the level in effect on December 31, 2007 (\$826.90). 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 \$615 per month. Beginning January 1, 2008, the maximum cash back amount, 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 County will provide a default basic life insurance benefit of \$18,000 with no charge to the employee. The basic life benefit will include a dependent life benefit of \$2,000 (benefit reduction may apply prior to 6 months of age) automatically for each of the employee's spouse/qualified dependent children. No enrollment is generally required except that Domestic Partners and/or their dependents must be enrolled in the program as the dependent of an employee in order to be eligible for the dependent benefit.

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

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

The County will provide a flexible spending account, which provides employees with the options of dependent care assistance with a calendar year maximum of \$5,000, and unreimbursed medical expenses with an allowance of the IRS maximum established in the prior calendar year. 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.

9.10 RETIREE HEALTH CONTRIBUTION

Beginning the pay period that starts June 30, 2013, the County will not provide a subsidy toward the payment of insurance premiums for medical and dental insurance for retirees.

9.11 HEALTH CARE REOPENER

a. The parties recognize that during the term of this Agreement, it may be necessary to make changes to Article X, Health Care, specifically coverage tiers, plan offerings, costs, and changes required by law. Health benefits shall remain unchanged through calendar year 2014. Where the County finds it necessary to make such changes anytime between January 1, 2015 and December 31, 2016, one time only, the County shall notify the Teamsters in writing. The parties agree to meet in good faith pursuant to G.C. 3500 et seq. Current health care benefits and coverage shall be maintained to the extent possible.

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

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

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 was 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/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 DISABILITY LEAVE

During any period of disability for which payment is provided under Worker's Compensation Insurance the employee shall elect to either:

a. Retain any Workers' 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 Workers' Compensation benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the Workers' Compensation benefits added together are equivalent to the employee's full pay. The employee shall use their accrued sick leave, vacation, CTO, and 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 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 Workers' Compensation Insurance, retirement, termination from County employment or death.

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

d. All of 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 employees'

elections 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.

10.4 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 (SCERS) 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/her compensation for any period of service performed for the County while a participant in this plan. The County shall additionally credit an amount equal to 3.75% of the employee's compensation to the Investment Account maintained for each participant.

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

10.5 TIER 4 MISCELLANEOUS EMPLOYEE RETIREMENT

a. The County shall establish a Miscellaneous Employee Retirement Tier 4 based upon Government Code Section 31676.1, resulting in a 1.92% at age 60 formula, with a final compensation based upon the highest three-year average compensation pursuant to Government Code Section 31462, and shall have a post-retirement cost-of-living adjustment factor pursuant to Government Code Section 31870 to a maximum annual 2%. This retirement tier shall apply exclusively to employees first hired after implementation of the Miscellaneous Employee Retirement Tier 4.

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

c. Should the County, following the date of this agreement, implement a miscellaneous employee retirement tier with a higher benefit formula than that provided in Government Code Section 31676.1 to other unit or units, that higher benefit formula shall also be implemented for the General Supervisory Unit.

10.6 TIER 5 MISCELLANEOUS EMPLOYEE

All employees hired on or after January 1, 2013 shall be subject to the California Public Employee's Pension Reform Act of 2013 (PEPRA). Unless eligible to participate in another tier by PEPRA or the County Employee Retirement Law of 1937, employees hired on or after January 1, 2013 will be placed in Miscellaneous Tier 5 (2% at 62).

10.7 RETIREMENT CONTRIBUTION

a. Effective the first pay period following approval of this MOU by the Board of Supervisors, employees will pay one-quarter of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

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

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

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

ARTICLE XI ALLOWANCES AND REIMBURSEMENT

11.1 TRANSIT PASS

Effective the first pay period after approval of this MOU by the Board of Supervisors, but no sooner than the first pay period of July 2014, the transit subsidy shall be increased to \$75 per month.

11.2 PAY DIFFERENTIAL - GROUND CONTRACT MONITORING

Effective September 22, 1991, a Custodian Supervisor II who is assigned to monitor contract performance on landscaping/grounds contracts shall receive a 5% differential.

11.3 MILEAGE REIMBURSEMENT

The County shall reimburse an employee who agrees mutually with the County to provide their private car 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. The mileage claim

shall be submitted to the employee's supervisor no later than 60 days after the last day of the month being claimed in order for a non-taxable reimbursement.

11.4 NIGHT SHIFT PAY

a. Supervisors in classes which characteristically work shifts shall receive night shift differential pay if one-half or more of their work period is before eight a.m. or after five p.m.

b. Supervisors in classes which do not characteristically work shifts shall receive night shift differential pay if one-half or more of their work time during a biweekly pay period is before eight a.m. or after five p.m.

c. Night shift differential pay shall be seven and one-half percent of the supervisor's standard daily or biweekly salary rate.

11.5 UNIFORM ALLOWANCE

Supervisors who are required to furnish and wear uniforms prescribed by the appointing authority in the performance of their duties shall be reimbursed as listed below, payable every six months in arrears, the first biweekly pay periods in January and July. Supervisors who are eligible for a uniform allowance for less than the full six-month period shall receive a prorated payment. Reimbursement shall be included in the regular salary payment.

a. Recreation Supervisor, Sheriff's Department Only: \$640 per year, \$320 on or before January 25 of each year and \$320 on or before July 25 of each year.

b. All Others: As soon as administratively possible and following ratification and Board approval of this labor agreement, \$300 per year.

11.6 SAFETY SHOES OR PRESCRIBED WORK BOOTS

a. When it is determined by the County that the wearing of safety shoes or prescribed work boots will be required of certain supervisors, the County will provide a reimbursement up to \$300.00 per year for the purchase and maintenance of the prescribed shoes (boots). The supervisor will be required to provide proof of purchase or repair cost of the safety shoes/boots prior to reimbursement. Any amount of purchase or repair costs of the safety shoes (boots) that exceeds \$300.00 in the fiscal year shall be the responsibility of the employee and not eligible for reimbursement.

b. The prescribed shoes must meet the American National Standards Institute (ANSI) standard Z41.1 Rating 75 and/or whatever local revisions the issuing division or section may prescribe.

c. A supervisor receiving the reimbursement is required to wear the prescribed shoes (boots) whenever on duty.

d. The County will agree to reimburse employees in the classification of Tree Supervisor for the entire cost of either the purchase and/or repair of both tree climbing boots and regular prescribed boots not to exceed \$450 per fiscal year.

11.7 HAZARD PAY

a. Chemical Systems Response Team: A supervisor assigned to the Chemical Systems Response Team shall receive a 7.5% differential, based on the supervisor's normal biweekly pay, each time the employee responds to an actual chlorine or sulfur dioxide leak (false alarms excluded). In addition to the 7.5 % differential outlined above, a supervisor who has been assigned in writing to the Chemical Systems Response Team shall receive a 2% differential.

b. Confined Space Team Hazard Pay: Effective June 25, 2006, an employee assigned to a Confined Space Team in writing shall receive a 4% differential.

11.8 PAY DIFFERENTIAL FOR WORKING IN A VACANT HIGHER CLASSIFIED POSITION

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

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

- (1) The position to which the employee is temporarily assigned must be vacant or the incumbent must be absent from duty.
- (2) The higher class to which the employee is assigned must have a salary range at least five percent (5%) higher than the salary range of the employee's class who is being temporarily assigned.
- (3) The assignment shall be made by the appointing authority in writing formally specifying the period of the temporary assignment.
- (4) The employee must satisfactorily perform the essential significant duties of the vacant position which justify that position's allocation to a higher classification.

c. The five percent (5%) differential shall cease (1) when the absent incumbent returns to duty, (2) when the vacant position is filled, or (3) when the assignment is terminated by the appointing authority, whichever occurs first. However, under no circumstance may any temporary assignment continue nor is any compensation authorized in excess of five (5) months and twenty-nine (29) calendar days.

d. This pay differential shall not be utilized to circumvent the civil service appointment process.

11.9 CHIEF STOREKEEPER, RANGE B

a. Range B for the class of Chief Storekeeper shall be administered pursuant to Subsection 5.6-a. of this Agreement, except that the Civil Service Commission shall have no authority over the criteria for advancement from Range A to Range B. Only those employees in the class of Chief Storekeeper whose responsibilities consist primarily of services to all County departments or who is the single Chief Storekeeper in a major department under whom all storekeeping activities fall shall be eligible for advancement to Range B.

b. Effective August 13, 1996, this section is amended to include two (2) positions in the Municipal Services Agency.

- (1) One (1) position is in the Stores Section and performs the full range of supervisory duties for six (6) positions and oversees two (2) locations: 1) a central warehouse that sells approximately 1 to 1.5 million of supplies to the County with a standing inventory of \$650,000; and 2) a facility that processes orders, and receives Herman Miller products for the County.
- (2) The second position is in the Equipment Division. This position performs the full range of supervisory duties for nine (9) positions and oversees four (4) locations (Bradshaw complex, North Transfer Station, Regional Treatment Plant, and Keifer Landfill) with a combined parts purchase of three (3) million annually. Each location services light and heavy equipment for the Municipal Services Agency. Additionally, the Bradshaw complex services light equipment for Probation; and heavy equipment for the Department of Regional Parks, Recreation, and Open Space; Sheriff's Department; and Department of Agricultural Commission of Weights and Measures.

11.10 DIFFERENTIALS - PESTICIDE SPRAY APPLICATORS CERTIFICATION/ LICENSE AND AGRICULTURAL PEST CONTROL ADVISOR'S LICENSE

a. A supervisor in the classes of Highway Maintenance Supervisor, Park Maintenance Supervisor, or Stormwater Utility Supervisor who possesses a State of California Qualified Applicators License or Qualified Applicators Certificate may be assigned duties consistent with the use of such license. In such case, the supervisor will receive a 2% differential for the license or 1.5% for the certificate when agreed to be used by the Department. The assignment of duties consistent with the license or differential shall be made in writing on an annual basis. The supervisor may not receive the differential for both the license and certificate.

b. In addition to the differential for the license or certificate, the supervisor may receive a .5% (one half-percent) differential for each additional State of California Qualified Applicators License/Certificate category used in conjunction with the supervisor's prescribed work assignments. Each department will designate the categories which are applicable to their respective department. The assignment of duties consistent with the certification shall be made in writing on an annual basis.

c. A supervisor in the classes of Highway Maintenance Supervisor, Park Maintenance Supervisor, Stormwater Utility Supervisor, or Tree Supervisor who possesses an Agricultural Pest Control Advisors License (PCA) may be assigned duties consistent with the use of such license. In such case, the supervisor will receive a 3% differential.

d. In addition to the differential for the license, the supervisor may receive a .5% (one-half percent) differential for each additional State of California Agricultural Pest Control Advisor's License category used in conjunction with the supervisor's prescribed work assignments. Each department will designate the categories which are applicable to their respective department. The assignment of duties consistent with the license shall be made in writing on an annual basis. The Tree Supervisor is not eligible for this additional differential.

11.11 HAZARDOUS DUTY PAY - SUPERVISING HELICOPTER MECHANIC

a. When a Supervising Helicopter Mechanic is assigned in writing by the appointing authority the added responsibility to fly in helicopters, in order to diagnose and remedy maintenance problems, the employee shall receive a five (5) percent pay differential while so assigned.

b. When a Supervising Helicopter Mechanic is assigned in writing by the appointing authority the added responsibility of piloting a helicopter, the employee shall receive a total of ten (10) percent pay differential while so assigned. In determining the ten (10) percent pay differential, any differential received under Subsection a. of this section shall be included, if applicable, so that the total differential shall not exceed ten (10) percent.

11.12 WATER AND WASTEWATER CERTIFICATION EXAMINATION REIMBURSEMENT

a. The County shall reimburse supervisors in the unit for the fee charged for the State of California Water and Wastewater Certification examinations. The reimbursement will be a one-time reimbursement made upon successful completion of the examination. The reimbursement will apply to those supervisors who take the examination subsequent to the effective date of this provision.

b. The County shall reimburse Wastewater Treatment Plant Operations Supervisors for the fee charged by the California Water Environment Association (CWEA) for the examination fee for the CWEA Level I Maintenance Certificate.

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

11.13 RENEWAL OF WATER AND WASTEWATER CERTIFICATIONS REIMBURSEMENT

a. The County shall reimburse supervisors in the unit for the fee charged by the State of California to renew their Water and Wastewater Certification. The reimbursement will apply only to those supervisors who are required to maintain the certification as a condition of their employment. The reimbursement will apply to those supervisors who renew their Water or Wastewater Certification subsequent to the effective date of this provision.

b. The County shall reimburse Wastewater Treatment Plant Operations Supervisors for the fee charged by the California Water Environment Association (CWEA) for the renewal of the CWEA Level I Maintenance Certificate.

c. Verification of the renewal of the supervisor's Water or Wastewater Certification is required in order to receive the reimbursement.

11.14 AUTOMOTIVE STOCK DIFFERENTIAL

A supervisor of the employee assigned the duties of Automotive Stock Clerk shall receive a 5% differential. Such assignment shall be made in writing. The class of Chief Storekeeper – Fleet Services is excluded from receiving this differential.

11.15 PROCESS TEAM COORDINATOR DIFFERENTIALS

A Mechanical Maintenance Supervisor at the SRWTP who is assigned in writing to serve as Assistant Process Team Coordinators shall receive a 10% differential.

11.16 SUPERVISING PROCESS SERVER

An employee in the class of Process Server who has educational incentives as a Process Server and who promotes to the class of Supervising Process Server will retain his/her educational incentives upon becoming a supervisor.

11.17 COMPASS DIFFERENTIAL

A supervisor in the class of Accounting Technician or Chief Storekeeper II, Range B, who is assigned in writing by their appointing authority to Countywide COMPASS activities and who performs those activities for 50% or more of their assigned work shall receive a 5% pay differential.

11.18 EDUCATION AND CERTIFICATION INCENTIVE PAY

a. Effective upon adoption of this Agreement by the Board of Supervisors, regular employees in the job classes listed below will become eligible for education and/or certification incentives beginning the first biweekly pay period after submission of evidence of eligibility to the person designated by the appointing authority.

b. Employees who submit evidence of eligibility for the period between the date this Agreement is adopted by the Board of Supervisors and the date the procedures for eligibility verification are established shall receive retroactive incentive pay.

- (1) Education Incentive Pay: Additional salary shall be paid to employees with education credits. To qualify for such additional salary, employees must (1) have completed the following college level semester units¹ from an accredited, recognized college or university as verified by the Department of Personnel Services; and (2) attain a minimum grade of “satisfactory” on all course work:
 - (a) Thirty (30) to fifty-nine (59) undergraduate semester units above the minimum qualifications for the employee’s job classification. Additional salary: 2.5% of base salary.
 - (b) Sixty (60) or more undergraduate semester units above the minimum qualifications for the employee’s job classification. Additional salary: 2.5% of base salary.
- (2) Certification Incentive Pay: Additional salary shall be paid to employees for possession of certification(s). To qualify for additional salary, such certification(s) shall meet the following criteria:
 - (a) Certification is not required as part of the minimum qualifications specified in the employee’s job classification.
 - (b) Recognized certificates include those offered at the following institutions: California State University system, University of California system, and the Community College system. The Union and the County shall meet to determine additional recognized certificates and the amount of assigned salary differentials.
- (3) Compensation:
 - (a) For purposes of this section, “base salary” shall mean a qualifying employee’s straight time hourly rate of pay, and

¹One semester unit is the equivalent of one and one-half quarter units.

shall not include overtime, skill pay, or other salary differential(s) or pay.

- (b) No employee who qualifies for both certification and education Incentive pay shall receive additional salary of more than 5%.
- (4) Dispute Resolution: The determination of approved accredited recognized colleges or universities and recognized certifications is not subject to the grievance/arbitration provisions of this Agreement.
- (5) Eligible Classes: Changes to the following list of eligible classes shall be made by mutual agreement of the parties:

- Accounting Technician
- Assessment Supervisor
- Clerical Supervisor I/II
- Data Entry Supervisor
- Elections Supervisor
- Medical Records Supervisor
- Sheriff's Records Supervisor
- Supervising Communications/Operations Dispatcher
- Supervising Legal Secretary
- Supervising Utility Billing Services Representative

- (6) New Classes: The following classes shall be eligible for education certification and incentive pay the pay period following Board approval of the 2013-2018 labor agreement:

- Collection Services Supervisor
- Supervising Imaging Specialist

11.19 SPECIAL DUTY PAY – COMMERCIAL DRIVERS LICENSE/ENDORSEMENTS

a. Employees who are required to maintain a Commercial Class A License, Commercial Class B License with Hazardous Material Endorsement (H or X) or Tanker Endorsement (N); or Commercial Class C License with Hazardous Material Endorsement (H or X) or Tanker Endorsement (N) as a condition of employment when the class specification does not make the same requirement for all of the positions in the classes of Mechanical Maintenance Supervisor, Wastewater Treatment Plant Operations Supervisor, Underground Construction and Maintenance Supervisor, Water Distribution Supervisor, Water Treatment Operations Supervisor, , Park Maintenance Supervisor, Waste Management Operations Supervisor, and Sanitation District Maintenance & Operations Supervisor will receive an additional 1% of pay. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the special duty pay to continue, the employee must continuously maintain a valid

certification. The appointing authority or designee may assign duties consistent with the use of the certification.

b. Employees in the class of Supervising Helicopter Mechanic who are required to maintain a Class A License, Hazardous Material Endorsement (H or X) or Tanker Endorsement (N) as a condition of employment when the class specification does not make the same requirement will receive an additional 1% of pay. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the special duty pay to continue, the employee must continuously maintain a valid certification. The appointing authority or designee may assign duties consistent with the use of the certification.

11.20 WASTEWATER INCENTIVE PAY (STATE WATER RESOURCES CONTROL BOARD)

a. An employee working in the classes listed in paragraph b. below is eligible for an incentive pay for obtaining the stated certifications from the designated organization. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the incentive pay to continue, the employee must continuously maintain a valid certification. The appointing authority or designee may assign duties consistent with the use of the certification.

b. State Water Resources Control Board: 2% incentive pay to an employee in the class of Wastewater Treatment Plant Operations Supervisor who obtains a Treatment Plant Operator Grade V Certificate.

11.21 WASTEWATER INCENTIVE PAY (CALIFORNIA WATER ENVIRONMENT ASSOCIATION)

a. An employee working in the Department of Water Quality in the classes listed in paragraphs b. through d. below is eligible for an incentive pay for obtaining the stated certifications from the designated organizations. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the incentive pay to continue, the employee must continuously maintain a valid certification. The appointing authority or designee may assign duties consistent with the use of the certification.

b. California Water Environment Association (CWEA), Plant Maintenance Series:

- (1) Plant Maintenance Grade III Certificate: 2% differential to an employee in the classes of Mechanical Maintenance Supervisor, Underground Construction and Maintenance Supervisor, or Wastewater Treatment Plant Operations Supervisor who obtains this certificate.

- (2) Plant Maintenance Grade IV Certificate: 4% differential to an employee in the classes of Mechanical Maintenance Supervisor, Underground Construction and Maintenance Supervisor, or Wastewater Treatment Plant Operations Supervisor who obtains this certificate.
- (3) Plant Maintenance Electrical/Instrumentation Grade III Certificate: 2% differential to an employee in the class of Water Quality Control Systems Supervisor who obtains this certificate.
- (4) Plant Maintenance Grade IV Certificate: 4% differential to an employee in the class of Water Quality Control Systems Supervisor who obtains this certificate.

The above certificates are non-cumulative. An employee may only receive the incentive pay for obtaining one of the above certificates.

c. California Water Environment Association, Collection Series:

- (1) Collection Systems Grade III Certificate: 2% differential to an employee in the Department of Water Quality in the classes of Mechanical Maintenance Supervisor or Underground Construction and Maintenance Supervisor who obtains this certificate.
- (2) Collection Systems Grade IV Certificate: 4% differential to an employee in the Department of Water Quality in the classes of Mechanical Maintenance Supervisor or Underground Construction and Maintenance Supervisor who obtains this certificate.

2% differential to employees in the Sanitation District Agency in the class of Sanitation District Maintenance & Operations Supervisor who obtain this certificate.

The above certificates are non-cumulative. An employee may only receive the incentive pay for obtaining one of the above certificates.

d. California Water Environment Association, Environmental Laboratory Series:

- (1) Laboratory Analyst III Certificate: 2% differential to an employee in the class of Water Quality Laboratory Supervisor.
- (2) Laboratory Analyst IV Certificate: 4% differential to an employee in the class of Water Quality Laboratory Supervisor.

The above certificates are non-cumulative. An employee may only receive the incentive pay for obtaining one of the above certificates.

11.22 WATER RESOURCES INCENTIVE PAY (CALIFORNIA WATER ENVIRONMENT ASSOCIATION)

a. An employee working in the Department of Water Resources in the classes listed in paragraph b. below is eligible for an incentive pay for obtaining the stated certifications from the designated organizations. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the incentive pay to continue, the employee must continuously maintain a valid certification. The appointing authority or designee may assign duties consistent with the use of the certification.

b. California Water Environment Association (CWEA), Plant Maintenance Series:

- (1) Plant Maintenance Grade III Certificate: 2% differential to an employee in the class of Mechanical Maintenance Supervisor or Water Treatment Operations Supervisor who obtains this certificate.
- (2) Plant Maintenance Grade IV Certificate: 4% differential to employees in the class of Mechanical Maintenance Supervisor or Water Treatment Operations Supervisor who obtains this certificate.
- (3) Plant Maintenance Electrical/Instrumentation Grade III Certificate: 2% differential to an employee in the class of Water Quality Control Systems Supervisor who obtains this certificate.
- (4) Plant Maintenance Grade IV Certificate: 4% differential to an employee in the class of Water Quality Control Systems Supervisor who obtains this certificate.

The above certificates are non-cumulative. An employee may only receive the incentive pay for obtaining one of the above certificates.

11.23 NATURAL RESOURCES INCENTIVE PAY

a. An employee working in the classes listed in paragraph b. below is eligible for an incentive pay for obtaining the stated certifications from the designated organization. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the incentive pay to continue, the employee must continuously maintain a valid certification. The appointing authority or designee may assign duties consistent with the use of the certification.

b. Wildlife Society: 2% incentive pay to an employee in the class of Natural Resource Supervisor who obtain the Wildlife Biologist Certification.

11.24 WATER TREATMENT AND WATER DISTRIBUTION INCENTIVE PAY

a. An employee in the Department of Water Resources working in the classes listed in paragraphs b. and c. below is eligible for an incentive pay for obtaining the stated certifications from the designated organization. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the incentive pay to continue, the employee must continuously maintain a valid certification. The appointing authority or designee may assign duties consistent with the use of the certification.

b. California Department of Health Services, Water Treatment:

- (1) 2% incentive pay to an employee in the class of Mechanical Maintenance Supervisor Underground Construction and Maintenance Supervisor or Water Treatment Operations Supervisor who obtains the T4 Certificate.
- (2) 5% incentive pay to employees in the classes of Mechanical Maintenance Supervisor Underground Construction and Maintenance Supervisor, or Water Treatment Operations Supervisor who obtains the Grade T5 Certificate

The above certificates are non-cumulative. An employee may only receive the incentive pay for obtaining one of the above certificates.

c. California Department of Health Services, Water Distribution:

- (1) 1% incentive pay to an employee in the classes of Highway Maintenance Supervisor I or Highway Maintenance Supervisor II who obtains the Grade D3 Certificate.
- (2) 2% incentive pay to an employee in the classes of Mechanical Maintenance Supervisor, Underground Construction and Maintenance Supervisor, Water Distribution Supervisor, or Water Treatment Operations Supervisor who obtains the Grade D4 Certificate.
- (3) 4% incentive pay to employees in the classes of Mechanical Maintenance Supervisor, Underground Construction and Maintenance Supervisor, Water Distribution Supervisor, or Water Treatment Operations Supervisor who obtains the Grade D5 Certificate.

The above certificates are non-cumulative. An employee may only receive the incentive pay for obtaining one of the above certificates

11.25 PAY DIFFERENTIAL – SACRAMENTO REGIONAL RADIO COMMUNICATIONS SYSTEM

Effective September 2, 2007, an employee in the classification of Telecommunications Supervisor assigned to the Sacramento Regional Radio Communications System Unit will receive a five percent (5%) differential.

11.26 PAY DIFFERENTIAL - INSTRUMENT SOCIETY OF AMERICA CERTIFICATION

The parties agree that Water Quality Control System Supervisors working in the Department of Water Quality and Department of Water Resources who possess Instrument Society of America (ISA) certification prior to June 25, 2006, shall be eligible to receive a 2% differential. This incentive pay is subject to the following conditions:

- a. To continue, the employees must continuously maintain a valid certification.
- b. The appointing authority or designee may assign duties consistent with the use of the certification.
- c. Effective June 25, 2006, this section is no longer applicable to employees who do not currently possess this certificate. Eligible employees will continue to receive the differential as long as they continue to maintain the certification, or obtain the CWEA Certificate as described in Sections 11. 22 and 11. 23 of the 2006-11 General Supervisory Agreement. Subsequent attainment of a CWEA certificate and incentive(s) under either Section 11. 22 or 11.23 will terminate eligibility for the 2% ISA differential.

11.27 INCENTIVE PAY – SENIOR EQUIPMENT MECHANIC, EQUIPMENT MAINTENANCE SUPERVISOR, AND AUTOMOTIVE MAINTENANCE SUPERVISOR

Employees in the class of Fleet Supervisor are eligible for incentive pay up to a maximum of 4% for the certifications (ASE and/or Welder Certification/Qualification Certificate) listed in the subsections below. Eligibility will be determined upon submission of evidence of the certification to the appointing authority.

- a. Automotive Service Excellence (ASE) Certifications Incentive pay shall be paid at the rate of 0.5% for each category listed below, up to a maximum of 4%:
 - Engine Repair
 - Automatic Transmission/Transaxle
 - Manual Drive Train and Axles
 - Suspension and Steering
 - Brakes
 - Electrical/Electronic Systems
 - Heating and Air Conditioning Systems

- Engine Performance
 - Diesel Engines
 - Drive Trains
 - Brakes
 - Suspension and Steering
 - Electrical/Electronic Systems
 - Preventive Maintenance and Inspection
 - Certification in Heating, Ventilation and Air Conditioning
 - Electronic Diesel Engine Diagnosis Specialist
- b. State of California Welder Certification/Qualification Certificate Incentive pay shall be paid at the rate of two percent 2%.
- c. For incentive pay to continue, the employee must continuously maintain a valid certification.
- d. The appointing authority or designee may assign duties consistent with the use of the certification.

11.28 DIFFERENTIAL – TREE SUPERVISOR

a. As soon as administratively possible, following the approval of the MOU by the Board of Supervisors, employees in the classification of Tree Supervisor who meet the requirements below, may receive up to three percent (3%) pay for either the Arborist Certification or Pesticide Spray Applicators Certification/License, but not both.

b. **Arborist Certification:** Employees in the classifications of Tree Supervisor who possess an International Society of Arborists (ISA), Arborist Certificate may be assigned duties consistent with the use of such certification. In such case, the employee will receive a three percent (3%) differential. The assignment of duties consistent with the certification shall be made in writing.

c. **Pesticide Spray Applicators Certification/License:** Employees in the classification of Tree Supervisor who possesses a State of California Qualified Applicators License or Qualified Applicators Certificate may be assigned duties consistent with the use of such certification or license. In such case, the employee will receive a two percent (2%) differential for the license or one and one-half percent (1.5%) for the certificate. The employee may not receive the differential for both the license and the certificate. In addition to the differential for the license or certificate, the employee may receive a one-half percent (.5%) differential for each additional State of California Qualified Applicators License/Certificate category used in conjunction with the employee's prescribed work assignments. Each department will designate the categories which are applicable to their respective departments. The assignment of duties consistent with the certification shall be made in writing.

11.29 BILINGUAL PAY

a. As soon as administratively possible, following the approval of the MOU by the Board of Supervisors, employees shall be approved for bilingual pay if:

- (1) The department head determines that bilingual skill is a requirement of the employee's position; and
- (2) The employee agrees to utilize his or her bilingual ability and/or cultural knowledge on the job; and
- (3) The employee is able to demonstrate bilingual proficiency that is satisfactory to the County.
- (4) The assignment is in writing and reviewed on an annual basis.

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

c. Employees who qualify pursuant to the above shall be paid either:

- (1) Oral skills differential of \$.80 (eighty cents) per paid hour per pay period; or
- (2) Oral/written skills differential of \$.1.00 (one-dollar) per paid hour per pay period.

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

11.30 DIFFERENTIAL FOR WORK AT CERTAIN FACILITIES

As soon as administratively possible, following ratification and Board approval, employees in the class of Senior Stationary Engineer assigned to work at the Sacramento County Main Jail, Rio Cosumnes Correctional Center, Mental Health Treatment Center, or Juvenile Hall shall be paid a five percent (5%) differential for all hours worked in the above facilities. Such assignment shall be made in writing.

11.31 TUITION REIMBURSEMENT

As soon as administratively possible, following the approval of the MOU by the Board of Supervisors, the County will provide education reimbursement for education costs incurred by regular employees who apply for such reimbursement in accordance with the policies and procedures governing the education reimbursement program. The maximum reimbursement shall be \$1,500 per year.

11.32 MENTAL HEALTH TREATMENT CENTER FACILITY DIFFERENTIAL

a. As soon as administratively possible following ratification and approval of the MOU by the Board of Supervisors, a regular full-time employee assigned to the Sacramento Mental Health Treatment Center shall be eligible to receive a differential of five percent (5%) of the employee's hourly rate paid biweekly.

b. A regular part-time employee who meets the above requirements shall be entitled to a pro-rata amount of this allowance.

11.33 KITCHEN INMATE SUPERVISION DIFFERENTIAL

As soon as administratively possible, following ratification and Board approval of this labor agreement, regular employees in the class of Food Service Supervisor who are required by the County as their normal assignment to supervise the work of one (1) or more inmates or wards shall receive a 10% differential.

11.34 ADVANCED CERTIFICATE – STATE BOARD OF EQUALIZATION

As soon as administratively possible, following Board approval of the labor agreement, employees in the classification of Supervising Real Property Appraiser and Supervising Auditor Appraiser who obtain an advanced Appraiser for Property Tax Purposes Certification from the State Board of Equalization shall receive a differential of additional base salary of five percent (5%).

11.35 EDUCATION INCENTIVE PAY FOR SUPERVISING CODE ENFORCEMENT OFFICERS

a. Effective the first pay period following the Board of Supervisors' Approval, employees in the class of Supervising Code Enforcement Officer are eligible for education incentive pay the first biweekly pay period following the approval of submission of evidence of eligibility to the person designated by the appointing authority.

b. Employees must have completed one of the below listed degrees from an accredited, recognized college or university as verified by the Department of Personnel Services to be eligible for Education Incentive Pay:

1. Associate of Arts or Associate of Science degree
2. Bachelor of Arts or Bachelor's of Science degree

c. Employees shall receive 2.5% education incentive pay for one Associate of Arts or Associate of Science degree.

d. Employees shall receive 5% education incentive pay for one Bachelor's of Arts or Bachelor's of Science degree.

e. The maximum education incentive pay is 5%.

11.36 INCENTIVE PAY FOR SUPERVISING BUILDING INSPECTOR CERTIFICATIONS

a. Effective the first pay period following the Board of Supervisors' approval, employees in the class of Supervising Building Inspector shall be eligible for incentive pay for certificates obtained in addition to the active and valid base certification required by the job class specifications as approved and designated by the Appointing Authority. Unless otherwise approved by the Appointing Authority, an Incentive Certification cannot take the place of nor replace an inactive or expired base certification.

b. Supervising Building Inspectors who possess certifications in addition to the base certification will be paid two and one-half (2.5%) percent for each certification in addition to the base certification required by the job class specifications up to the maximum, as listed in subsections (c) through (d). The maximum incentive pay herein is five percent (5%). For any incentive pay to continue, the certification(s) must be active and valid. Employees must provide verification of certification(s).

c. Acceptable Incentive Certifications for employees in the class of Supervising Building Inspector assigned to the Building, Permits, and Inspections Division are:

1. Accessibility Inspector /Plans Examiner
2. Residential Building Inspector
3. Residential Electrical Inspector
4. Residential Mechanical Inspector
5. Residential Plumbing Inspector
6. Commercial Building Inspector
7. Commercial Electrical Inspector
8. Commercial Mechanical Inspector (IAPMO Cert is acceptable)
9. Commercial Plumbing Inspector (IAPMO Cert is acceptable)
10. Green Building-Residential Examiner
11. Building Plans Examiner
12. Electrical Plans Examiner
13. Plumbing Plans Examiner (IAPMO Cert is acceptable)
14. Mechanical Plans Examiner (IAPMO Cert is acceptable)
15. Residential Plans Examiner

d. Acceptable Incentive Certifications for employees in the class of Supervising Building Inspector assigned to the Construction Management and Inspection Division are:

1. Accessibility Inspector/Plans Examiner

2. Commercial Building Inspector
3. Commercial Electrical Inspector
4. Commercial Mechanical Inspector (IAPMO Cert is acceptable)
5. Commercial Plumbing Inspector (IAPMO Cert is acceptable)
6. American Welding Society Certified Welding Inspector
7. National Association of Corrosion Engineers (NACE) Coating Inspector
8. American Concrete Institute Concrete Construction Special Inspector
9. ICC Structural Masonry Special Inspector
10. ICC Prestressed Concrete Special Inspector
11. ICC Reinforced Concrete Special Inspector
12. Structural Welding Special Inspector
13. Structural Steel and Bolting Special Inspector

11.37 INCENTIVE PAY FOR CONSTRUCTION INSPECTOR SUPERVISORS WHO POSSESS SPECIALTY CERTIFICATIONS

a. Effective the first pay period following the Board of Supervisors' approval of the labor agreement authorizing such pay, employees in the classes of Construction Inspector Supervisor are eligible for certification incentive pay for possessing listed certifications in subsection (b). For any incentive pay to continue, the certification(s) must be active and valid. Employees must provide verification of certification(s).

b. Employees will be paid at the rate of 1.5% for each below listed certification up to a maximum of 5% (4 certificates):

Certifications:

1. American Welding Society Certified Welding Inspector
2. National Association of Corrosion Engineers (NACE) Coating Inspector
3. American Concrete Institute Concrete Construction Special Inspector
4. ICC Structural Masonry Special Inspector
5. ICC Prestressed Concrete Special Inspector
6. ICC Reinforced Concrete Special Inspector
7. Structural Welding Special Inspector
8. Structural Steel and Bolting Special Inspector

11.38 DIFFERENTIAL – ARBORIST CERTIFICATION

Effective the first pay period following the Board of Supervisors' approval, an employee in the classes of Tree Supervisor, Highway Maintenance Supervisor, or Park Maintenance Supervisor who possesses an International Society of Arborists (ISA), Arborist Certificate may be assigned duties consistent with the use of such certification. In such case, the employee will receive a three percent (3%) differential. The assignment of duties consistent with the certification shall be made in writing.

11.39 DIFFERENTIAL – AGRICULTURE PEST CONTROL ADVISOR'S LICENSE

Effective the first pay period following the Board of Supervisor's approval an employee in the classes of Tree Supervisor, Highway Maintenance Supervisor, Park Maintenance Supervisor, or Stormwater Utility Supervisor who possesses an Agricultural Pest Control Advisor's License (PCA) may be assigned duties consistent with the use of such license. In such case, the employee will receive a three percent (3%) differential. The assignment of duties consistent with the certification shall be made in writing.

11.40 REIMBURSEMENT FOR THE RENEWAL OF WASTEWATER CERTIFICATION

The County shall reimburse the Sanitation District Operations and Maintenance Supervisor for the member fee charged by the California Water Environment Association (CWEA) for the renewal of the CWEA in accordance with the job class specification Certificate.

Appropriate verification of the renewal of the employee's Wastewater Certification is required in order to receive the reimbursement.

11.41 CORRECTIONAL RECRUITMENT INCENTIVE

Employees in the class of Food Service Supervisor assigned on a permanent basis to work in a correctional facility shall receive a 15% differential applicable to the base salary. This differential is for the purpose of recruitment and retention.

11.42 YOUTH DETENTION FACILITY INCENTIVE

Employees in the class of Food Service Supervisor assigned to work at the Youth Detention Facility will receive a 5% differential applicable to the base salary.

ARTICLE XII MISCELLANEOUS

12.1 INFORMATION SUPPLIED TO THE UNION

- a. The County agrees to provide at no charge to the Union:
 - (1) Minutes and agenda of the Board of Supervisors, Civil Service Commission and Retirement Board.
 - (2) Alphabetical and numeric salary range tables.
 - (3) Upon request, but no more than quarterly, a computer listing of members in the bargaining unit represented by the Union.
 - (4) Data regarding new persons entering the bargaining unit (date of

entrance into unit, name, classification, department, and employment code).

- (5) Data regarding persons leaving the bargaining unit (date of exit, name, classification, department, and employment code). If the exit is due to a termination, the termination employment code will be provided; if the exit is due to movement into another bargaining unit, the active employment code will be provided.

b. The County will make a good faith effort to deliver these items in a timely fashion.

12.2 CLASSIFICATION STUDIES

The County agrees to give the Union, in respect to matters affecting supervisors in classifications it represents, copies of any studies or reports prepared by the Department of Personnel Services one (1) week in advance of presentation of such reports to the Civil Service Commission.

12.3 PERFORMANCE EVALUATIONS

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

12.4 REPRIMANDS

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

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

c. An employee may grieve whether a letter of reprimand was given for just cause through Step 2 of the grievance procedure of this Agreement. Letters of reprimand are not arbitrable, and the grievant shall not have the right to refer the matter to binding arbitration.

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

12.5 AUTOMATIC RESIGNATION

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

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

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

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

12.6 PROBATIONARY PERIOD

The probationary period for a supervisor shall be six (6) months, except in respect to those positions for which a longer period has been prescribed by the Civil Service Commission pursuant to the County Charter. The County agrees not to recommend a probationary period longer than six (6) months respecting any positions in County service within the unit without first meeting and conferring with the Union.

12.7 PROMOTIONAL EXAMINATIONS

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

12.8 BUSINESS CARDS

The County will provide business cards to each supervisor who has contact regularly with the public. Printed on the card will be the supervisor's name and title, the name of the department and the County seal.

12.9 TRANSFER, REINSTATEMENT, MEDICAL EXAMINATION, AND RESIGNATION

The parties agree that the personnel rules governing transfer, reinstatement, medical examinations, leaves of absence, and resignation adopted by the Board of Supervisors shall apply to all supervisors in the General Supervisory Unit.

12.10 SUPERVISORY TRAINING

a. Two (2) representatives of the Union may audit County supervisors training programs and make recommendations to the County's Training Officer and/or the Director of Personnel Services regarding proposed changes.

b. Elected representatives, and/or group representatives, within their assigned areas of responsibility may also discuss training needs with departments.

12.11 ALTERNATIVES TO LAYOFF

a. If it becomes necessary for the County to have a reduction in force, the parties mutually agree to discuss and consider alternatives to layoff.

b. Upon notice from the Union of its intent to discuss alternatives to layoff, the parties upon discussion will make every effort to reach agreement on an alternative to layoff. However, these discussions shall not in any way prevent or mitigate layoffs pursuant to the provisions of this Agreement unless and until the parties reach agreement on the alternatives.

12.12 SAVING CLAUSE

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

12.13 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 Teamsters 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 III of this Agreement.

ARTICLE XIII SENIORITY, LAYOFFS AND REEMPLOYMENT

DIVISION A APPLICATION-PURPOSES--RIGHTS

13.1 PURPOSE

a. This article establishes layoff/reduction-in-hours in lieu of layoff procedures and reemployment/return rights. Following the implementation of a reduction-in-hours in lieu of layoff affecting a subordinate class in the series in a department, the provisions of this article relative to reduction-in-hours in lieu of layoff shall be so construed that the County may, in its sole and exclusive discretion, establish a four-fifths time position in lieu of any deleted full-time position, in order to implement a reduction-in-hours in lieu of layoff of supervisors affected. This article also establishes reemployment rights and the order of reemployment of supervisors who are laid off and provides for the resolution of any dispute which might arise respecting the order of layoff or reemployment of those supervisors who are laid off.

b. For the purposes of layoff/reduction-in-hours in lieu of layoff and reemployment/return of County supervisors assigned to the Sacramento Public Library System, said System shall be deemed to be a County department.

c. Due to a unique organizational structure, the Sacramento Public Library System is staffed with supervisors of the County of Sacramento and the City of Sacramento. Certain of these County supervisors have prior service in or have attained status in City classifications which have a parallel in County classifications. City service has been recognized for promotional purposes and supervisors have moved from City employment to accept County employment in the Library System. Consequently, it is appropriate to deem prior City service in specific classifications within the Library System to be County service when applying the layoff and reemployment provisions of this article to described County supervisors in the System.

d. For the purposes of layoff and reemployment of County supervisors assigned to the Sacramento Public Library System, the following shall apply notwithstanding other provisions of this Agreement.

- (1) If the above-described supervisors are in a County classification listed in Subsection e., those supervisors shall be credited with prior continuous service in City classifications listed in Subsection e.
- (2) If the above-described supervisors are in a County classification listed in Subsection e. and have previously attained permanent status in a City classification listed in Subsection e., those supervisors shall be granted status in the parallel County class as reflected in Subsection e.

e.	<u>City Class Code</u>	<u>Classification</u>	<u>County Class Code</u>
	3217	Librarian IV	1333
	3119	Librarian III	1335

13.2 DEFINITIONS AND INTERPRETATIONS

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

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

b. Former Class: A class in which a supervisor previously has held permanent status. A supervisor may have one (1) or more former classes. However, only those classes in which the supervisor 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 supervisor without fault on the part of the supervisor, because of lack of work, lack of funds, or in the interest of economy.

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

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

f. Return to Full-Time Employment: The return to a full-time position of a supervisor in a four-fifths time (thirty-two [32] hours per week) position who formerly held a full-time (forty [40] hours per week) position in that class.

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

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

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

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

13.3 LAYOFF

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

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

c. Prior to the layoff of any probationary or permanent supervisor, any permanent supervisor 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 supervisors shall be laid off in the inverse order of their seniority.

13.4 RIGHT TO DEMOTE

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

- (1) If there is only one (1) other lower salaried class within the department in which the supervisor formerly held permanent status, the supervisor shall be demoted to that class. If there is no vacancy in that class and the demoting supervisor has less seniority than all

other supervisors within the department in that class, the demoting supervisor 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 supervisor formerly held permanent status, the supervisor shall be demoted to that class in which the supervisor formally held permanent status which has the highest salary. If there is no vacancy in that class, and the demoting supervisor has less seniority than all other supervisors within the department in that class, the above process shall continue until the demoting supervisor either reaches a class within the department in which the supervisor formerly held permanent status in which there is a vacancy or in which the supervisor is not the least senior supervisor within the department in that class, or the supervisor is laid off from employment.
- (3) A supervisor who is least senior in a class in which there is no vacancy and to which a supervisor 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 supervisor who is laid off.
- (4) A supervisor demoted under this procedure shall be deemed to have exercised the supervisor's right to demote and to have accepted each demotion, subject to the supervisor's right to resign from employment.
- (5) A supervisor who is demoted from a class in which the supervisor holds permanent status shall be deemed for all purposes to have been laid off from each class from which the supervisor subsequently demotes or is displaced, including classes which the supervisor passes through because of the absence of a vacancy and insufficient seniority to occupy a position.

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

- (1) The appointing authority of the department to which the supervisor requests transfer may, in the appointing authority's discretion, grant a request to demote if there is (a) a vacancy in the class within the department or (b) the requesting supervisor would not be the least

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

- (2) A supervisor 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 supervisor demotes.
- (3) Such right to request demotion shall not apply to a class to which a supervisor is demoted within the same department. The purpose of the right to request a demotion to another department is to avoid layoff from employment.

13.5 SENIORITY

a. Seniority shall be determined by the date of original appointment to the class. For purposes of this article, the "date of original appointment to the class" is defined as the date the supervisor 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 supervisors in that class. Where seniority dates in the class are the same, ties shall be broken in the following sequence:

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

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

d. If a supervisor's position is reallocated to a different class, and the former class is no longer authorized in the supervisor's department, the supervisor'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 a supervisor 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 a supervisor returns to a former class in which the supervisor previously held permanent status, the supervisor's seniority date in the former class shall be the date of original appointment to the former class.

13.6 REDUCTION-IN-HOURS IN LIEU OF LAYOFF

a. Notwithstanding any other provision of this article or of this Agreement, the County may, as an alternative to or in conjunction with a layoff, implement this reduction-in-hours in lieu of layoff provision by establishing a four-fifths (4/5) time position in lieu of any deleted full-time position and then assigning supervisors to such four-fifths time positions in lieu of the layoff of such supervisors in accordance with Section 13.1.

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

c. Implementation of a reduction-in-hours in lieu of layoff shall not require the separation of temporary or provisional supervisors in the class involved. At the discretion of the appointing authority, temporary or provisional supervisors may be separated or they may be assigned to a four-fifths time position that has been established in lieu of a full-time position. Temporary and provisional supervisors in the class involved in the reduction-in-hours in lieu of layoff shall be reduced-in-hours or separated prior to the reduction-in-hours in lieu of layoff of any probationary or permanent supervisors.

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

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

f. An involuntary reduction-in-hours not to exceed six (6) months in a calendar year shall only be implemented to the extent that the number of accepted volunteers for four-fifths positions under Section 13.7 and the number of accepted volunteers for leaves of absence under Section 13.8 are insufficient to achieve that number of reductions as determined by the County.

13.7 VOLUNTARY REDUCTION-IN-HOURS

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

department, who so volunteer in writing, shall be assigned to four-fifths time positions on the basis of seniority.

b. At the discretion of the appointing authority, a certain number of volunteer supervisors shall not be entitled to assignment to a four-fifths time position on the basis of seniority. The number of volunteer supervisors in a classification which the appointing authority may except from a four-fifths assignment shall not exceed twenty percent (20%) of the number of volunteers initially accepted for the four-fifths positions (rounded to the next highest number) that have been established in lieu of full-time positions.

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

13.8 VOLUNTARY LEAVES OF ABSENCE FOR THE PURPOSE OF ACHIEVING REDUCTIONS

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

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

c. At the discretion of the appointing authority, a certain number of volunteer supervisors shall not be entitled to the above-described leaves of absence on the basis of seniority. The number of volunteer supervisors in a classification which the appointing authority may except from said leaves of absence shall not exceed twenty percent (20%) of the number of volunteers initially accepted for leaves of absence (rounded to the next highest number) for the purpose of achieving reductions. Said leaves of absence shall be for not less than a six-month period nor more than twelve months.

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

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

a. With regard to a four-fifths time position which becomes vacant, the County

may:

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

b. With regard to a full-time position which becomes vacant, the County may:

- (1) Delete the vacant position;
- (2) Retain the position without returning any four-fifths time supervisor to full-time employment and without making any appointment to that position;
- (3) Retain the position and make an assignment to that position from the return to full-time employment list or as provided in Subsection 13.7-b.

13.10 JURISDICTION

If a supervisor 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 supervisor's seniority within the class to which demotion occurs. In such cases, the determination of seniority within the class to which the supervisor is demoted, shall be based on the agreement of the new representation unit or the Sacramento County Code, whichever applies.

DIVISION B LAYOFF

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

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

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

13.12 NOTICE TO UNION

Each time a layoff/reduction-in-hours in lieu of layoff is ordered, the County shall mail to the Union, not later than the date of service of the last notice of layoff/reduction-in-hours in lieu of layoff, each seniority list by class and department in which a supervisor covered by this Agreement is to be laid off/reduced-in-hours in lieu of layoff. Each such list shall identify the supervisors to be laid off/reduced-in-hours in lieu of layoff and show the date of service of the notice of layoff/reduction-in-hours to each supervisor who is to be laid off/reduced-in-hours in lieu of layoff.

13.13 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 13.14 through 13.24 shall apply to grievances concerning the validity or timeliness of service of notice of layoff/reduction-in-hours in lieu of layoff, the order of layoff/reduction-in-hours in lieu of layoff, or the identification of who is laid off/reduced-in-hours in lieu of layoff under the order of layoff/reduction-in-hours in lieu of layoff.

13.14 GRIEVANCE

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

13.15 TIME, PLACE AND MANNER OF FILING

a. A grievance shall be filed on a form prescribed by the County. Each grievance shall state for each named supervisor 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 right of the supervisor to assert his claims.

13.16 DELIVERY TO THE UNION

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

13.17 COMPLAINTS BY THE UNION

a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by supervisors pursuant to Section 13.16 or twenty-two (22) calendar days after the filing of a grievance by the Union, whichever is earlier, the Union shall file a consolidated complaint with respect to all such grievances. The complaint shall name each supervisor previously named in a grievance, who the Union asserts has been not validly served with notice of layoff/reduction-in-hours in lieu of layoff, not served in a timely manner, misplaced within the order of layoff/reduction-in-hours in lieu of layoff, or incorrectly identified for layoff/ reduction-in-hours in lieu of layoff under the order of layoff/reduction-in-hours in lieu of layoff. Any supervisor named in a timely grievance filed by the Union or a timely supervisor grievance, who is not so named in the complaint, shall be deemed to have been validly and correctly identified for layoff/reduction-in-hours in lieu of layoff under the order of layoff/reduction-in-hours in lieu of layoff.

b. By filing the complaint or by not filing a complaint, the Union shall have authority to waive the claims of supervisors 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 the Union of the copies of supervisor grievances or twenty-two (22) calendar days following filing by the Union of its grievance, whichever is earlier.

13.18 ARBITRATION - SCHEDULING

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

13.19 CONSOLIDATION OF PROCEEDINGS

a. It is understood that the County is entering into this type of agreement with exclusive representatives of other representation units of County employees. The

County Executive or his/her designee shall be authorized to order the consolidation for purposes of hearing and decision of a complaint by the Union with one (1) or more complaints by exclusive representatives of other representation units, except as to unit representatives who file their complaints on dates which preclude the scheduling of the consolidated hearing.

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

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

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

13.20 APPOINTMENT OF ARBITRATOR

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

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

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

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

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

13.21 HEARINGS

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

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

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

13.22 QUESTIONS

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

- a. Whether or not the notice of layoff/reduction-in-hours in lieu of layoff was served in a timely manner in compliance with the provisions of this article;
- b. Whether the order of layoff/reduction-in-hours in lieu of layoff complied with the terms of this article;
- c. Whether the identification of particular supervisors for layoff/-reduction-in-hours in lieu of layoff violated the terms of this article;
- d. The remedy, in the event it is determined that layoff/reduction-in-hours in lieu of layoff did not comply with the terms of this article; and,
- e. The supervisor or supervisors who should have been identified for layoff/reduction-in-hours in lieu of layoff.

13.23 DECISION

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

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing or hearings. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator,

and the remedies, if any. The decision need not state the reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.

- b. The arbitrator shall not have jurisdiction or authority to order reinstatement, back pay or any other relief for any supervisor who is identified for layoff/reduction-in-hours in lieu of layoff in violation of the terms of this article, unless the supervisor has been identified in both a timely grievance and a timely complaint.
- c. The arbitrator shall not have jurisdiction or authority to revise the order of layoff/reduction-in-hours in lieu of layoff as to any supervisor except to the extent necessary to grant relief to a supervisor determined to have been assigned an improper order of layoff/involuntary reduction-in-hours in lieu of layoff alleged in both a timely grievance and a timely complaint.
- d. The arbitrator shall have authority, in the event of a determination that a supervisor incorrectly identified for layoff/reduction-in-hours in lieu of layoff in a timely grievance and a timely complaint, to order the reinstatement of such supervisor with back pay. For each supervisor so reinstated, the arbitrator shall determine and designate the supervisor currently working for the County who should have been identified instead, and shall order the layoff/reduction-in-hours in lieu of layoff of each such supervisor. The order of layoff/reduction-in-hours in lieu of layoff shall become effective fourteen (14) calendar days following service of the notice of layoff/-reduction-in-hours in lieu of layoff which results therefrom pursuant to Section 13.11.
- e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff/reduction-in-hours in lieu of layoff of fewer personnel than ordered by the County or which otherwise impairs the discretion of the County to determine the number of personnel within each department who will be employed.
- f. The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit his/her decision to the application and interpretation of its express provisions.
- g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by those interpretations.
- h. The decision of the arbitrator shall be final and binding as to all matters within his/her jurisdiction.

13.24 COSTS

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

DIVISION C REEMPLOYMENT/RETURN

13.25 ENTITLEMENT

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

a. A person who held permanent status in the class from which the person was laid off, who remains employed by the County, shall during the three-year period following the effective date of layoff, be entitled to be appointed from a departmental reemployment list to a vacancy authorized to be filled in that class within the department from which the person was laid off, pursuant and subject to the provision set forth in this division. A person who held permanent status in the class from which the person was laid off who is no longer employed by the County shall not be eligible for or entitled to appointment from a departmental reemployment list beyond two (2) years from the date of original layoff.

b. A person who held permanent status in the class from which he/she was laid off, who remains employed by the County, shall also, during the three-year period following the effective date of layoff, be entitled to certification from a County-wide reemployment list for a vacancy in the class from which the person was laid off, which is authorized to be filled, pursuant and subject to the provisions set forth in this division. A person who held permanent status in the class from which he/she was laid off who is no longer employed by the County shall not be eligible for or entitled to certification from a County-wide reemployment list beyond two (2) years from the date of original layoff.

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

13.26 TYPE OF POSITION

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

13.27 LIMITED-TERM

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

13.28 DEPARTMENTAL LISTS FOR RETURN-TO-FULL-TIME EMPLOYMENT

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

13.29 DEPARTMENTAL REEMPLOYMENT LISTS

a. The County shall prepare a departmental reemployment list for each class in each department in which a supervisor 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 this list for the class and department in which the layoff occurs. The order of personnel on each departmental reemployment list shall be based upon seniority established in the class to which the list refers, as determined under Division A.

b. Notwithstanding any provision of this article to the contrary, the order of names on departmental reemployment lists shall be derived from (by inverting) the order of layoff as determined under Division A at the time of layoff, 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 department reemployment lists are raised and settled at or near the time of layoff, and not at the time reemployment is sought.

13.30 COUNTY-WIDE REEMPLOYMENT LISTS

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

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

13.31 RETURN, APPOINTMENT AND CERTIFICATION PRIORITIES

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

a. A vacancy in a full-time position in a class in a department shall be filled from the departmental return to full-time employment list for the class in which the vacancy exists and for the department in which the vacancy exists. Supervisors who have been reduced-in-hours in lieu of layoff shall be returned to vacancies in the order of the list. If the vacancy is not filled as provided in this subsection, then;

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

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

(1) One (1) person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.

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

d. No persons shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name shall be certified for 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 Subsection 13.31 c.(2).
- (3) If there are fewer than three (3) names on the County-wide reemployment list, a rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

13.32 REMOVAL FROM RETURN TO FULL-TIME EMPLOYMENT LIST

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

13.33 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS

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

- a. Upon the expiration of the time frames listed in Subsection 13.25-a 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 Subsection 13.31-c.(2) except in instances where the person states in writing that he/she temporarily is medically incapacitated.
- d. In the event a person states in writing that he/she does not desire appointment from the list, or fails to file a written statement expressing his/her desire for

appointment within five (5) calendar days following certified mailing to the person's last known address.

13.34 REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS

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

a. Upon the expiration of the time frames listed in Subsection 13.25-b. following the effective date of layoff of each person.

b. As a result of appointment to a regular position within the County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule. (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)

c. In the event a person states in writing that the person does not desire appointment from the list, or fails to file a written statement expressing the person's desire for appointment within five (5) calendar days following certified mailing, to the person's last known address.

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

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

13.35 EFFECT OF REEMPLOYMENT

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

b. Effective July 1, 2009, any person who is reemployed from either a departmental reemployment list or a County-wide reemployment list into a permanent

position in County service shall be entitled to reinstatement of any sick leave balances that had previously accrued to that employee as of the effective date of lay-off.

13.36 SERVICE OF REEMPLOYMENT LISTS

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

b. Not later than July 5 of each year, the County shall serve by mail upon the Union a set of copies of all County-wide reemployment lists, all departmental reemployment lists and all departmental return to full-time employment lists for classes covered by this 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.

13.37 GRIEVANCE-ARBITRATION PROCEDURE

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

13.38 EXISTENCE, ORDER AND CONTENTS OF REEMPLOYMENT LISTS

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

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

c. The grievance shall specifically identify:

- (1) The list or lists to which the grievance refers;
- (2) The nature of the alleged violation or violations, the facts on which the alleged violations are based, and the section or sections of this article violated.
- (3) The names of any personnel alleged to have been erroneously

placed upon or omitted from the list or lists; and

- (4) The changes in lists alleged to be required in order to remedy the alleged violations.

d. The grievance shall be filed with the County's 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 13.36.

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

13.39 OTHER MATTERS

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

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

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

13.40 PRE-ARBITRATION HEARING

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

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

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

13.41 REQUEST FOR ARBITRATION

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

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

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

13.42 ARBITRATION SCHEDULING

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

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

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

c. The parties to the proceedings shall be deemed to be the County and the Union, and no supervisor, group of supervisors or other person shall be deemed to be parties to the proceedings.

13.43 DECISION

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

a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing. The decision shall be in writing, shall specifically state the

interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.

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

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

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

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

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

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

13.44 COSTS

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

DIVISION D MISCELLANEOUS

13.45 WITNESSES

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

ARTICLE XIV DISCIPLINE AND DISCHARGE

14.1 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 14.2 below, of employees in a class included in the General Supervisory Unit.

14.2 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 the Union.

14.3 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.

14.4 APPLICATION

- a. This article shall only apply to an employee 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.

14.5 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.

14.6 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/her job. Any such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 14.5.

14.7 NOTICE REQUIREMENT AND EFFECTIVE DATE OF ORDER

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

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

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

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

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

14.8 APPEAL

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

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

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

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

e. If the Union 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.

14.9 MEDIATION OF A DISCIPLINARY ACTION

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

b. Under no case shall the adjustment of resolution of the discipline at this level exceed forty (40) working days from the date of their appeal, unless extended by mutual agreement of the parties.

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

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

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

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

g. The primary effort of the mediator shall be to assist the parties in settling the stated appeal in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all the techniques customarily associated with the mediation process, including private conferences with only one (1) party. If settlement is not possible, the mediator shall provide the parties with an immediate bench opinion, as to how the appeal would be decided if it went to arbitration. That opinion would not be final or binding; but would be advisory. It would be delivered orally and would be accompanied by a statement of the reasons for the mediator's opinion. The advisory opinion may be used as the basis for further settlement discussions or for withdrawal or granting of the appeal. If the appeal is not settled, granted or withdrawn, the parties are free to arbitrate. If they do, the mediator shall not serve as arbitrator, and no offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration.

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

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

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

14.10 ASSIGNMENT OF AN ARBITRATOR

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

b. In the event the parties are unable to agree on an arbitrator within the time state, the parties shall solicit from the State of California Mediation and Conciliations Service a list of five (5) arbitrators. After receipt of this list, the parties shall jointly strike names from the list until one (1) name remains. If the sole remaining arbitrator declines appointment or is otherwise unavailable, the arbitrator shall be selected by the Mediation and Conciliation Service.

14.11 AMENDED OR SUPPLEMENTAL ORDER

At any time after a hearing has commenced on a disciplinary action and prior to the time the appeal is submitted for decision, the appointing authority may, with the consent of the arbitrator, serve on the employee and file with the 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.

14.12 DISCOVERY

a. Permissible Discovery: Pursuant to the procedure set forth in Subsection c. below, any party to the arbitration hearing may obtain the following information in the hands of or which may reasonably be obtained by the responding party or the responding party's representative (As used herein, "responding party" shall mean the person of whom the information is requested.):

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

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

c. Procedure for Discovery:

- (1) Personal Service: At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such hearing, any party may personally serve a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection (a) above.
- (2) Service by Mail: At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set for such hearing, any party may serve, by first-class mail, a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection a. above. The effective date of service shall be the date of the postmark.
- (3) Response: Within twenty (20) calendar days of receiving the request mentioned in (1) and (2) above, the responding party shall prepare and serve a response to the request. Such response shall be served upon the requesting party, or representative of record, by the same means as service of the request was made.
- (4) Request to be Deemed Continuing Request: The discovery request is a continuing request, which requires a continuous response. Where new or additional information becomes available to the responding party, such information shall forthwith be furnished to the requesting party, or representative of record.
- (5) Negative Response: In the event the responding party does not have an item of the information requested, the responding party shall give a written negative response as to that particular item within the time

specified for response, but shall respond fully as to the information which the responding party does possess. The responding party shall comply with (4) above after such negative response.

- (6) Disputes: Any dispute between parties regarding discovery shall be resolved by the arbitrator.

- (7) Penalties for Failure to Comply: The arbitrator shall impose penalties for failure to comply with this subsection. These penalties shall be based upon the seriousness of the failure to comply, the good or bad faith of the non-complying party, and the extent to which the non-compliance results in surprise to the requesting party and handicaps the requesting party in preparing the case. The following penalties may be imposed:
 - (a) Exclusion of evidence;
 - (b) Continuing the hearing at any stage; or
 - (c) Upon proof of a willful or repeated violation, the arbitrator shall determine the issue against the noncomplying party.

14.13 TIMING AND CONDUCT OF HEARING

- a. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing may be a private or public hearing as determined by the employee.
 - 1. After an arbitrator has been selected and dates have been circulated, any failure by the appellant to select an arbitration date within thirty (30) days shall result in the withdrawal of the appeal, unless such failure is a result of the inaction of the County. In circumstances where a date is not selected within thirty (30) days because the parties were unable to find a common date amongst those provided, the appeal shall not be considered withdrawn.
 - 2. In the event of a cancellation of a scheduled arbitration, the parties will select replacement date within fifteen (15) days, any failure by the appellant to select a replacement date within fifteen (15) days shall result in the withdrawal of the appeal, unless such failure is a result of the inaction of the County. In circumstances where a date is not selected within fifteen (15) days because the parties were unable to find a common date amongst those provided, the appeal shall not be considered withdrawn.

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

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.

14.14 SUBPOENAS

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

14.15 DECISION

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

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

14.16 FINALITY OF DECISION

The decision of the arbitrator shall be final and binding.

14.17 COSTS

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

14.18 WITNESSES

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

ARTICLE XV TERM

15.1 TERM

a. The provisions of this Agreement shall be effective on July 1, 2022, except as otherwise specifically provided.

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

DATED: _____

TEAMSTERS, LOCAL 150

COUNTY OF SACRAMENTO

Alan Daurie, Chief Negotiator

Matt Connolly, Labor Relations Manager