

**AGREEMENT**

**BETWEEN**

**COUNTY OF SACRAMENTO**

**AND**

**SACRAMENTO COUNTY CRIMINAL JUSTICE  
EMPLOYEES' UNION**

**COVERING ALL EMPLOYEES IN THE**

**LAW ENFORCEMENT SUPPORT UNIT**

**AND**

**SUPERVISORY LAW ENFORCEMENT SUPPORT UNIT**

**2025-2028**

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Exhibit “A”

Exhibit “B”

## **PREAMBLE**

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the COUNTY OF SACRAMENTO, hereinafter referred to as the County, and SACRAMENTO COUNTY CRIMINAL JUSTICE EMPLOYEES UNION (SCCJEU), hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

The term "Agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

## **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 Union stewards or representatives for attendance as needed at the meetings. The number of stewards 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 5 of this Agreement.

## **ARTICLE 1 - RECOGNITION AND COVERAGE**

### **1.1. RECOGNITION**

- a. The County recognizes the Union as the exclusive negotiating agent for all employees in the Law Enforcement Support Unit and the Supervising Law Enforcement Support Unit.
- b. The Union recognizes the County Executive or their designee as the negotiating representative for the County and shall negotiate exclusively with him or their designee, except as otherwise specifically spelled out in this Agreement.

### **1.2. COVERAGE OF EMPLOYEES**

- a. The Law Enforcement Support Unit and the Supervisory Law Enforcement Support



Unit consist of all employees as stated in the listing of classes set forth in Exhibit "A" of this Agreement.

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

## **ARTICLE 2 - UNION RIGHTS**

### **2.1. UNION SECURITY**

- a. It is the intent of this article to provide for payroll deductions of the Union members to be deducted from their warrants insofar as permitted by law. The Union shall provide the County with a list of employees for whom membership dues should be deducted from the paycheck. The Union shall provide the County with any subsequent modifications to that list. The County shall initiate deductions in accordance with the information provided by the Union. 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.
  - (1) The written authorization for Union dues deductions shall remain in full force and effect, during the life of this Agreement between the County and the Union, unless cancelled in writing.
  - (2) The written authorization for approved insurance and benefit programs and the amount of dues deducted from Union members' 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 checkoff for the dues, insurance or benefit programs of the Union.
- b. "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.
- c. 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.

### **2.2. UNION NOTICES AND MEETINGS**

- a. The Union may use County conference rooms and similar building facilities for meetings with employees in the units it represents and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement. The Union shall be entitled to reasonable use of bulletin boards provided to serve employees in the units it represents at all offices and work locations where they are established or where they may be reasonably necessary.
- b. Use of County meeting facilities requires reasonable advance notice to the appropriate County official and is subject to County use of such facilities; provided, however, that once scheduled, such Union meetings may not be cancelled by the County except under emergency situations. The County may establish reasonable regulations governing the use of County facilities as provided by this section.
- c. Duly authorized representatives of the Union shall be permitted, at all times that employees in the units it represents are working, to enter offices to transact business within the scope of representation, and to observe conditions under which employees are employed and carry out their responsibilities; provided however, that the Union representative shall, upon arrival at the facility, notify the person in charge of the areas they wish to visit. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated.
- d. The Union may transmit reasonable amounts of written materials through the County's departmental inter-office mail system and fax machines.

### **2.3. UNION REPRESENTATION**

- a. The County recognizes and agrees to deal with designated stewards and representatives of the Union on all matters relating to grievances and the interpretation, application, or enforcement of the express terms of this Agreement.
- b. A written list of the officers of the Union and the stewards serving the representation units, broken down by department, 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 stewards shall not be recognized by the County until such lists or changes thereto are received.
- c. The number of stewards shall be a total of six (6).
- d. Upon the request of the aggrieved employee, a steward or officer of the Union may investigate the specified grievance provided it is in their assigned area of responsibility and assist in its presentation. They shall be allowed a reasonable time for this purpose during working hours without loss of pay, subject to prior notification and approval by their 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 an employee to handle a grievance shall be subject to prior approval of the County Executive or their representative and approval shall not be unreasonably

delayed or withheld. Representatives of the Union other than officers will be permitted time off without loss of pay only if they are full-time County employees.

- e. Union designated representatives shall have the right to contact the County management regarding employee job training concerns.

## **2.4. 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 of, action taken or not taken by the County under this article.

## **2.5. UNION LEAVE REIMBURSEMENT**

- a. Union Leave, reimbursed to the County, shall be available as follows:

- (1) The President shall be eligible for up to eleven (11) hours of Union Leave per week. Leave may not be carried over from week-to-week. The President shall not be required to use this time for time the President would otherwise be entitled to under the law or by way of this contract. In addition, the President is eligible for up to eighty (80) annual hours of Union Leave for the purposes of attending union-related training, meetings and conferences.
- (2) The Vice President, Secretary and Treasurer are eligible for up to twenty (20) hours of Union Leave per month which may not be carried over from month-to-month. The Union Board members-at-large, inclusive of the Peace Officers Unit, the Law Enforcement Support Unit, and Supervising Law Enforcement Support Unit shall be eligible for three (3) hours per month of Union Leave for the purpose of attending Union Board meetings. These hours may not be carried over from month-to-month. In addition, the same Board members shall be eligible to eighty (80) annual hours of Union Leave for the purpose of Union-related training, meetings and conferences.

- b. Union Leave time is subject to the following:

- (1) Use of Union Leave time requires pre-notification and approval by the employee's immediate supervisor and may only be denied due to business necessity.
- (2) Employees must submit Union Leave time requests to their supervisor or manager via email, with the subject line "SCCJEU-Reimbursed Release Time – Z280", and copy the Office of Labor Relations at [labor\\_relations@saccounty.gov](mailto:labor_relations@saccounty.gov).
- (3) Union Leave time shall be at no cost to the County, and the Union shall be responsible for the full cost of the leave time as determined by the County.
- (4) When recording Union Leave time on their timesheet, employees must use

Absence/Attendance Code Z280. They must also include a Receiver Order Number and Activity Type Code, which vary by employee and assignment. Any questions about this information should be directed to the Office of Labor Relations t the email address provided.

- (5) The Union shall submit to the Office of Labor Relations a monthly log of any Union Leave used under this provision. Failure to provide the log upon request by the County will result in the suspension of leave under this provision until such time as the requested log is submitted to the County. The log must include the following details: date of use, hours of leave used, Union Leave type (i.e. general or union-related training/conference), employee name, department, job classification and Union position.

c. Union reimbursement to the County shall be governed as follows:

- (1) The County will maintain a COMPASS customer account for the Union. Individuals using Union Leave time will enter an Order Number that corresponds with the Union's customer account on their timesheet. Each month, an invoice will be provided to the Union with the charges incurred for that particular month. The invoice will include the employee's name, classification, date, hours and total amount due. Payment is due within thirty (30) days from the date of invoice.
- (2) If payment for Union Leave time is not received within sixty (60) days of the invoice date, Union Leave time will not be authorized for any officer or board member until payment is received and all account balances are in good standing.

## **2.6. MAINTENANCE OF MEMBERSHIP**

An employee who is a member, or who becomes a member of the Union will remain a member during the term of this Agreement unless canceled in writing between May 15, and May 30, of the final year of the Agreement.

## **ARTICLE 3 - COUNTY RIGHTS**

### **3.1. COUNTY RIGHTS**

- a. All County rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the County.
- b. The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of County operations; determine the methods, means and personnel by which County operations are to be

conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The County has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

- c. This Agreement is not intended to, nor may it be construed to, modify the provisions of the Charter relating to civil service or personnel administration. The Civil Service Commission shall continue to exercise authority over classification of jobs and procedures and standards of selection for employment and promotion.
- d. This Agreement is not intended to restrict consultation with the Union regarding matters within the right of the County to determine.
- e. This section is not subject to the Grievance and Arbitration Procedure set forth in Article 5 of this Agreement.

## **ARTICLE 4 - GENERAL PROVISIONS**

### **4.1. DEFINITIONS**

- a. Where the term "extra-help employee" is used in this Agreement, the term shall be given the meaning assigned in Section 2.78.240 (Sacramento County Code) as that section read on the effective date of this Agreement.
- b. Where the term "regular employee" is used in this Agreement, the term shall be given the meaning assigned in Section 2.78.276 (Sacramento County Code) as that section read on the effective date of this Agreement.
- c. Where the term "part-time employee" is used in this Agreement, the term shall be given the meaning assigned in Section 2.78.545 (Sacramento County Code) as that section read on the effective date of this Agreement.

### **4.2. STRIKES AND LOCKOUTS**

- a. No lockout of employees shall be instituted by the County during the term of this Agreement.
- b. The 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 (including economic strikes, sympathy strikes, and unfair labor practice strikes), work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the County. In the event that Union 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.

#### **4.3. DISCRIMINATION**

- a. The County shall not interfere with or discriminate in any way against any employee by reason of their membership in the Union, or participation in any 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.

#### **4.4. 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 5 - GRIEVANCE AND ARBITRATION PROCEDURE**

#### **5.1. PURPOSE**

- a. This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.
- b. The purposes of this procedure are:
  - (1) To resolve grievances informally at the lowest possible level;
  - (2) To provide an orderly procedure for reviewing and resolving grievances promptly.

#### **5.2. DEFINITIONS**

- a. A "grievance" is a complaint of one (1) or a group of employees or a dispute between the County and the 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 2.3.

### **5.3. TIME LIMITS**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended. In the event the grievance is not appealed to the next step as prescribed by this procedure, the grievance shall be deemed to be withdrawn.

### **5.4. PRESENTATION**

An employee or the Union representative who is a full-time employee, or both, may present a grievance while on duty. On group grievances no more than four (4) County employees may participate on behalf of the Union while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the County.

### **5.5. EMPLOYEE RIGHTS**

The employee retains all rights conferred by Section 3500, et sequens, of the Government Code or Chapter 2.79 of the Sacramento County Code. Grievances pertaining to an individual employee must be signed by the employee personally on all appeals, except that the Union may appeal if the employee is not available due to extenuating circumstances.

### **5.6. APPLICATION**

Grievances as defined in Section 5.2 shall be brought through this procedure. The procedure adopted by the Board of Supervisors, effective October 1, 1969, shall not apply to employees covered by this Agreement for any purpose whatsoever.

### **5.7. 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 their decision or response.

### **5.8. FORMAL GRIEVANCE – STEP 1**

- a. If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal

grievance may be initiated no later than:

- (1) Ten (10) workdays after the event or circumstances occasioning the grievance; or
  - (2) Within five (5) workdays of the decision rendered in the informal grievance procedure, whichever is later.
- b. However, if the formal 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 employee may be represented by the Union representative.
  - d. Within five (5) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give their decision in writing to the grievant.

#### **5.9. FORMAL GRIEVANCE – STEP 2**

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, they may appeal the decision within five (5) workdays to the appointing authority or their designee. The employee may be represented by the Union representative or their designee. If the appointing authority or their designee is the first level of appeal, the grievant may bypass Step 2.
- b. Within ten (10) workdays the appointing authority or their designee shall respond in writing to the grievance.

#### **5.10. FORMAL GRIEVANCE – STEP 3**

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, they may appeal the decision within five (5) workdays to the County Executive. The employee may be represented by the Union President or their designated representative.
- b. The County Executive or their designated representative shall either (1) respond in writing within ten (10) workdays to the grievant; (2) give, within five (5) workdays, written notice to the grievant that the grievance is being referred to the next scheduled grievance conference at least ten (10) days subsequent to receipt of the grievance. Such grievance conferences shall be scheduled for regular meeting every other week, unless mutually agreed otherwise, during the term of this Agreement. The County Executive or their designated representative shall respond in writing to the grievance within fifteen (15) workdays following the grievance conference.



#### **5.11. ARBITRATION – STEP 4**

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

#### **5.12. PROCEDURE FOR DISCOVERY**

- a. **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 information that is necessary and relevant to prosecution of the Grievance as defined in Government Code 3500 et. seq. The requesting party shall bear the full cost of any discovery request.
- b. **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.
- c. **Response:** Within twenty (20) calendar days of receiving the request mentioned in (a) and (b) 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.
- d. **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.
- e. **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 (d) above after such negative response.
- f. **Disputes:** Any dispute between parties regarding discovery shall be resolved by the arbitrator.
- g. **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:

- (1) Exclusion of evidence;
- (2) Continuing the hearing at any stage; or
- (3) Upon proof of a willful or repeated violation, the arbitrator shall determine the issue against the noncomplying party.

### **5.13. RESPONSE**

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

### **5.14. COPY OF DECISION**

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

### **5.15. 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 within the time stated, the parties shall solicit from the State of California Mediation and Conciliation Service a list of five (5) arbitrators. After receipt of the list, the parties shall alternately strike an arbitrator's name from the list until one (1) name remains. The Union shall strike the first name. If the selected arbitrator is unable or unwilling to hear the grievance, the parties shall again repeat the process unless they can mutually agree upon an arbitrator.

### **5.16. DECISION**

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

### **5.17. COSTS**

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

### **5.18. 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 Agreement. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

## **ARTICLE 6 - OVERTIME AND TIME WORKED**

### **6.1. OVERTIME**

- a. An employee will be compensated only for overtime ordered by designated supervisory personnel. Overtime shall be discouraged.
- b. Except for those classes designated exempt, or an employee on approved ten-hour day, four-day workweeks, an employee 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. Compensation may be paid in cash when overtime is required for the protection of persons or property, when the granting of time off would seriously disrupt the operations of the department, or in other cases of a unique nature warranting cash payment. Compensating time off shall be given in all other cases. Such 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 an employee has worked in excess of forty (40) hours in a week
- d. A part-time employee shall be compensated for overtime at their regular hourly rate of 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. An employee who works overtime shall promptly and accurately report such time in the manner prescribed by the County.
- f. Overtime shall be distributed fairly among employees insofar as circumstances permit.
- g. A regular employee required to work on a holiday shall receive, in addition to straight time pay for holiday work, overtime compensation 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.
- h. Employees covered by the provisions of the Fair Labor Standards Act shall be paid for hours worked as prescribed by the Act.

- i. Payment of overtime resulting from court appearance related to off duty jobs shall be administered as follows:
  - (1) Overtime incurred as a result of court appearances related to off duty employment in which the off duty employer is another public agency will be compensated.
  - (2) It is understood by the parties that overtime for court appearances related to off duty employment involving the California State Fair and Exposition will be compensated by the State of California.
- j. Employees shall have a right to request the use of accrued CTO. Requests for such use will be approved on the date(s) requested where possible, or as reasonably close to the requested date as possible. The employer shall also have the authority to require the use of accrued CTO. Where such requirement is made, the employer shall seek to work with the employee on scheduling specific dates.

## **6.2. FOUR-DAY WORKWEEK SCHEDULES**

An employee assigned to a four-day workweek schedule normally shall work ten (10) hours per day, four (4) days per week. Four-day workweeks shall be subject to the following policies:

- a. An employee shall earn overtime compensation in accordance with Section 6.1, 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 with pay shall be accrued, accumulated and taken in accordance with Section 9.3 of this Agreement and the applicable provisions of the Personnel Ordinance.
- c. Vacation leave with pay shall be accrued and taken in accordance with Sections 9.1 and 9.2.
- d. An employee participating in a four-day workweek shall be granted the day off in accordance with the applicable holiday provisions 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 compensating time off.
- e. An employee who works in a unit for which the normal work schedule includes Saturdays, Sundays and holidays shall accrue Holiday in Lieu (HIL) time in accordance with Section 8.2 of this Agreement.
- f. All other provisions of this Agreement and the Personnel Ordinance 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.

- g. Workweeks of ten (10) hours per day, four (4) days per week, shall be authorized only when approved in advance by the County.
- h. The County agrees to give the Union two full pay period's notice prior to discontinuing the four-day work schedule. If the Union requests, the County will discuss with them the County's reason(s) for discontinuing the four-day work schedule.

### **6.3. STANDBY, CALL-IN AND CALL BACK PAY**

- a. Any employee 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 employee is called to work. Standby shifts of less or more than eight (8) hours will be prorated accordingly.
- b. The employee 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 an employee who is called in from standby.
- c. Any employee called in to work will be compensated at the overtime rate established for the job class in the following manner:
  - (1) Office/field work – for overtime work which requires the employee to come to the County Office or conduct a field visit due to an emergency, the employee will be paid a minimum of two (2) hours overtime compensation.
  - (2) Non-office/non-field work – for overtime work which does not require the employee to come to the County Office or conduct a field visit employees will be compensated in six (6) minute increments.
- d. The County reserves the right to assign an employee to a period of overtime concurrent with a shift in lieu of "c." above.
- e. An employee 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.
- f. Standby: Forensic Laboratory. The Forensic Laboratory in the District Attorney's office may assign no more than four (4) employees per week to be on standby for emergency work during non-business hours.
  - (1) Upon approval of the 2025-2028 Agreement, employees assigned to be on standby will receive a premium of four hundred dollars (\$400) per seven (7) day period, provided such employees makes themselves available to calls for work.

- (2) An employee in the Forensic Laboratory eligible for standby under this provision shall not be eligible for standby pay as outlined in Section 6.3-a. of this Agreement.
- g. The Forensic Laboratory in the District Attorney's office may assign an additional employee to be on standby for emergency work during non-business hours on a temporary basis at the discretion of the appointing authority.

#### **6.4. TIME WORKED RE: COURT APPEARANCES**

Where an employee is required to appear at Court in the capacity of their employment on a scheduled vacation day or County holiday, provided the department cannot assign another employee, such employee will be compensated a minimum of four (4) hours at the overtime rate unless the Court Appearance is cancelled forty-eight (48) hours in advance of the appearance.

Employees are responsible for confirming in advance that the appearance remains on calendar.

#### **6.5. 9/80 WORK SCHEDULES**

- a. An appointing authority, with the prior approval of the County Executive, may approve requests of employees covered by this Agreement in their department to work a 9/80 work schedule.
- b. For reference purposes only, this subsection discusses the application of the 9/80 schedule for an employee who does not receive time and one-half overtime. This subsection does not in any way change or impact the time and one-half overtime an employee receives under the Agreement pursuant to Section 6.1.
  - (1) 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.
  - (2) 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.
  - (3) 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.(2) 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.(2) 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.
- e. An employee shall be granted a holiday that falls on the employee's scheduled eight-hour workshift. If the holiday falls on the scheduled nine-hour workshift, the remaining hour must be taken off as leave first from accumulated compensating time off or holiday in lieu, and second from accumulated vacation time; and, if there are no leave balances, then leave without pay. If the holiday falls when the employee is scheduled to work the two (2) four-hour workshifts, then both four-hour workshifts shall be deemed to be the holiday. If 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 the deduction of eight (8) hours

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

- g. 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 an 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).

## **6.6. REST PERIODS**

- a. All employees may be allowed rest periods not to exceed fifteen (15) minutes during each four (4) consecutive hours of work.
- b. Such rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a workshift or lunch period.
- c. Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

# **ARTICLE 7 - SALARIES**

## **7.1. SALARY INCREASES**

- a. Effective June 29, 2025, salaries will be increased by two point eight percent (2.8%).
- b. Effective June 28, 2026, salaries will be increased three percent (3%).
- c. Effective June 27, 2027, salaries will be increased by three percent (3%).

## **7.2. MARKET ADJUSTMENTS**

- a. Effective June 29, 2025, salaries for the following classes will be adjusted as follows:
  - (1) Criminalist I,II, III and IV, Supervising Criminalist and Forensic Laboratory Technician salaries will be increased by two percent (2%).
  - (2) Process Server salaries will be increased by five percent (5%).

## **7.3. CALCULATION OF SALARY INCREASES**

- a. All salary increases provided for by this Agreement shall be calculated at Step "9."
- b. All salary increases are approximate and may vary slightly for different classes due



to rounding.

#### **7.4. SALARY ADMINISTRATION**

a. Entry Step:

(1) 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. Except as otherwise provided below, any person appointed to a class shall receive the entry step of the range of such class and shall accrue other benefits as a new employee.

(2) Transition of Employees in Salary Steps "2", "3" and "4": Effective July 16, 2000, employees in salary Steps "2", "3" and "4" shall be moved as follows:

(a) Employees in salary Steps "2" and "3" will be moved to salary Step "5" with no change in step increase date.

(b) Employees in salary Step "4" will be moved to salary Step "6" with a new step increase date of July 16, 2000.

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

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

d. Return to Former Class: An employee who is returned to a former class following promotion, transfer or demotion due to layoff, shall receive that step of the range which he or she would have received had he or she never left the former class.

e. Promotion: Upon promotion an employee shall receive in the new class the lowest step which provides an increase of at least 5%.

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

g. Demotion: A demotion is a change to a class which has a maximum salary rate which is at least 5% lower than the maximum salary rate of the former class. Whenever an employee is demoted due to layoff, without cause or inability on his

or her part, his or her salary shall be that step in the new range which provides an equal salary, or in the absence thereof, the nearest lower salary, to that received prior to the demotion. In all cases of demotion for cause, the employee shall receive the same step in the lower range as he or she received in the higher range. An employee with permanent status in a class who, with the approval of the appointing authority, voluntarily demotes to a lower class shall receive the step in the lower range which provides an equal salary or, in the absence thereof, the nearest lower salary to that which was received prior to demotion.

- h. Return from Leave without Pay: Return following leave without pay is not an appointment, but is a continuation of service; however, salary and benefits, other than employment status, shall be based on actual service. This provision shall not apply to employees returning from military leave.
- i. Y-Rate: The Board of Supervisors may adopt a Y-rate to apply to: (1) an employee who would suffer an actual decrease in salary as a result of action taken by the County, without fault or inability on the part of the employee, or (2) an employee who is changing from one (1) class series to another, as a normal consequent of career development through the County's upward mobility program, and the salary of the class the employee enters in the new class series is less than the salary the employee was receiving in the former class. A Y-rate means a salary rate, for an individual employee, which is greater than the established range for the class.
- j. Y-Rate Salary Increase: An employee for whom a Y-rate is established shall not receive any increase in salary until such time as his or her rate of compensation is within the established range for the class, at which time the employee shall receive the highest step of the range. The employee shall receive a proportionate decrease in salary whenever a lower range is established for the class in this Agreement.
- k. Granting of Status: Whenever the Civil Service Commission or other appropriate authority grants an employee direct status in a higher paying class, the range for which is approximately one (1) step greater than the range of the employee's former class, the employee shall receive the step determined by the rule governing promotion.
- l. Class Salary Range Changes: When the salary range for a class is changed in the Agreement, employees in the class shall change to the new range but shall remain at the same step. When changes in an employee's class or salary, or both, occur simultaneously with salary range adjustments in the Agreement, the employee changes shall precede the Agreement adjustments in application.
- m. Entry Step Adjustments: When the entry step for a class is adjusted to above Step "5" in the Agreement, the salary step for each employee in the class shall be increased in proportion to the change in entry step; provided, however, that no employee shall advance beyond Step "9".

- n. Biweekly Salaries: The pay period for all employees shall cover fourteen (14) calendar days, starting on a Sunday and ending with the second Saturday thereafter. Salaries shall be paid on the Friday following the end of the pay period; except that if Friday falls on a holiday, salaries shall be paid on Thursday. Salaries shall be computed as provided in this Agreement.
- o. Salary Computation: The regular salary for each employee shall be based on the actual number of days or hours worked in the pay period, including authorized absences with pay, multiplied by the employee's daily or hourly rate. Such payments shall not exceed the biweekly rate as determined by the employee's range and step.
- p. Special Pay: Special payment, including standby, overtime, premium, and other special payments, shall be calculated in accordance with the applicable provisions of this Agreement.
- q. Payment in Full: Compensation paid pursuant to this Agreement shall be payment in full for services rendered in a County position. No employee shall accept any other compensation for services performed in such position.

## **7.5. SALARY STEP INCREASES**

- a. Increases to steps above the entry step shall be based on performance and length of service. The employee must have earned the equivalent of at least twenty-six (26) biweekly pay periods of full-time eligible service since their step increase date.
- b. Except as otherwise provided below, an employee's step increase date shall be the first day of the first full biweekly pay period in any class or the date of his or her last step increase, whichever is most recent.
- c. An employee's step increase may be deferred while he or she is in provisional or probationary status. Upon receipt of a deferred increase, the employee's step increase date shall be the same as it would have been had the increase not been deferred; and retroactive payment will be made.
- d. Upon change in class which results in a salary decrease, an employee shall retain the same step increase date.
- e. Upon promotion, an employee shall receive a new step increase date when the salary increase is 9.5% or higher.
- f. An employee in Step "9" shall have no step increase date, and service in Step "9" shall not be considered as eligible service for future step increases.
- g. Continuous extra-help employment up to twenty-six (26) biweekly pay periods of full-time service, or the equivalent, shall be considered as eligible service for a step increase for an employee who is appointed to a regular position without a break in service. Such extra-help employment shall be subject to all other provisions of this

section governing step increases.

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

## **7.6. PAYROLL ERRORS**

- a. This provision applies when the Department of Personnel Services determines that an error has been made in relation to base salary, overtime cash payment, or paid leave accruals, balances, or usage, or for benefit premiums. In such cases the County will, for the purposes of future compensation, adjust such compensation to the correct amount. Written notice will be given to the employee as soon as feasible and prior to the repayment of funds.
- b. As used in this Section:
  - (1) "Base salary" means the biweekly rate of pay including special pay allowances and differentials but excluding overtime cash payment.
  - (2) "Overtime cash payment" means authorize pay for working in excess of prescribed number of hours, usually eight (8) hours per day or forty (40) hours per week.
  - (3) "Paid leave" means vacation, sick leave, compensating time off and all other types of authorized leave with pay.
  - (4) "Overpayment" means any cash or leave (balance, usage, or accruals) that has been overpaid or over credited to an employee regardless of the reason, including but not limited to, administrative, clerical, or system errors.
  - (5) "Underpayment" means any cash or leave (balance, usage, or accruals) that has been underpaid or under credited to an employee regardless of the reason, including but not limited to, administrative, clerical, or system errors.
  - (6) "Payment" for the purposes of employee reimbursement of an overpay means payment by cashier's check or money order.
- c. For errors made within one year of the initial written notice to the employee, overpayment reimbursement will be made to the County, underpayment reimbursement will be made by the County. Pursuant to IRS regulations, wages paid in error in a prior year remain taxable to the employee for that year. The employee may be entitled to a deduction for the repaid wages on their tax return for the year of repayment. The County and employee share due diligence to ensure overpayments and underpayments are minimized and corrected timely.
  - (1) In the case of overpayment, reimbursement will be made through one (1) or a combination of the following methods, as determined by the policies and

procedures of the Department of Personnel Services.

NOTE: The combination of methods below does not apply to errors where an employee received two (2) direct deposits for one (1) pay period in error. The repayments of duplicate direct deposits are immediately to be reimbursed by the employee in the following manner: 1) by direct deposit reversal, if available and appropriate; or 2) by payment in the next immediate pay period, whichever is most appropriate and timely.

Either:

- (a) In payment(s) agreed to by the employee and the Department of Personnel Services. Cash payment(s) allow employees to immediately repay an overpayment or to facilitate repayment by employees on leave of absence. It is not intended to be used to circumvent the number of installments or minimum deduction requirements in (b) below.

And/Or:

- (b) Installments through payroll deductions to cover the same number of pay periods over which the error occurred. If the installments exceed ten (10) percent of the employee's base salary (including incentives, etc.), lower deductions may be made providing they are at least ten (10) percent, and a hardship is demonstrated. The lower deduction must be requested in writing by the employee.

Or:

- (c) 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). Pursuant to IRS regulations the value of the leave adjustment is taxable and will be included in wages paid during the period the leave adjustment is made.
- (2) In the case of an underpayment the County will expedite reimbursement to the employee via a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
  - (3) An employee whose employment terminated prior to full reimbursement of the overpayment shall be liable to the County for the amount of the reimbursement unrecovered at the time of termination. An employee will have the option to elect whether to have the unrecovered overpayment deducted from the employee's final paycheck or to make a one-time final payment. Should the employee fail to fully reimburse the overpayment within 30 days after termination, the County reserves the right to exercise other legal means to recover the additional amount owed.
  - (4) Any overpayment or underpayment for any period earlier than one (1) year

prior to the date of the Department of Personnel Services' initial written notice to the employee, shall be deemed waived and not reimbursable.

- d. The provisions of this Section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous Agreement. The time limits for the filing and processing of any grievance will not be deemed to be excused, extended, or otherwise modified by the provisions of this Section. Nor will the relief available through the grievance procedure be enlarged by or because of this Section.
- e. The provisions of this section apply only to errors involving base salary or overtime cash payment, benefit premiums, and paid leave accruals, balances, or usage. No provision of this Agreement shall preclude the correction or recovery by the County of past overpayments, errors, or other losses which result from errors involving other matters, such as retirement, social security taxes, Medicare taxes, state disability insurance taxes, State and Federal taxes, pension payments and court-ordered payments. These errors are collected pursuant to Federal and State Law and Regulations.

#### **7.7. ACCELERATED SALARY STEP INCREASES**

- a. At the request of the appointing authority, the County Executive or designee may approve acceleration of a salary step increase to any higher step in the salary range for that class at any time based upon exceptional performance or for retention purposes.
- b. Such salary step acceleration under this provision shall not be subject to the grievance procedure.
- c. Receipt of an accelerated salary step increase shall not have any effect on the employee's date of eligibility for other salary step increases as described in the Section 7.5 for Salary Step Increases.

#### **7.8. SUPERVISOR SALARY COMPACTION**

The County endeavors to maintain a ten percent (10%) spread between Step 9 of the supervisory classes in the Supervisory Law Enforcement Support Unit (004) and the highest paid subordinate class within the class series.

#### **7.9. LONGEVITY**

Effective June 29, 2025, permanent employees who reach ten (10) years of full-time service shall receive a four percent (4%) differential applied to base pay. Less than full-time permanent employees shall become eligible upon working the equivalent of ten (10) years of full-time service.

#### **7.10. SALARY SURVEY**

A total compensation survey of benchmark classifications consist of top step salary and the following data points available to all employees regardless of assignment: maximum education, longevity/recruitment up to 20 years of service, employee pension contribution, and any deferred compensation contribution/match. For retirement contributions, the PEPR retirement tier will be used for all comparable agencies. The median of the market will be identified in the survey. \*Benefits that have been sunset and no longer available for new employees will not be included.

Medical contributions from employers will be included in a separate survey, but not included in the total compensation. The County's contribution will be converted to a three tier contribution by the County's broker.

The following employers are the comparable market for the purpose of conducting the survey:

1. Alameda County
2. Contra Costa County
3. El Dorado County
4. Placer County
5. San Joaquin County
6. Solano County
7. Yolo County
8. City of Sacramento
9. State of California
10. Ventura County
11. City/County of San Francisco
12. Santa Clara County
13. San Bernardino County
14. Riverside County
15. Fresno County

The parties agree for the successor negotiations to replace the Criminalist III benchmark with the Supervising Criminalist. The relationships of the subordinate class to the new benchmark will be subject to the parties' discussions in successor negotiations.

Any requested change to the components of the survey may be negotiated during contract negotiations for the successor Memorandum of Understanding.

## **ARTICLE 8 - HOLIDAYS**

### **8.1. HOLIDAYS**

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

a. Such holidays shall include:

- |                                  |   |                                    |
|----------------------------------|---|------------------------------------|
| (1) January 1                    | - | New Year's Day                     |
| (2) Third Monday in January      | - | Martin Luther King, Jr's. Birthday |
| (3) February 12                  | - | Lincoln's Birthday                 |
| (4) Third Monday in February     | - | Washington's Birthday Observed     |
| (5) March 31                     | - | Cesar Chavez Observance            |
| (6) Last Monday in May           | - | Memorial Day                       |
| (7) June 19                      | - | Juneteenth                         |
| (8) July 4                       | - | Independence Day                   |
| (9) First Monday in September    | - | Labor Day                          |
| (10) Second Monday in October    | - | Columbus Day                       |
| (11) November 11                 | - | Veterans' Day                      |
| (12) Fourth Thursday in November | - | Thanksgiving Day                   |
| (13) Day after Thanksgiving      |   |                                    |
| (14) December 25                 | - | Christmas Day                      |

b. When January 1, February 12, March 31, June 19, July 4, November 11, or December 25 holidays fall on Sunday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the Monday following as a holiday with pay.

c. When January 1, February 12, March 31, June 19, July 4, November 11, or December 25 holidays fall on Saturday, regular employees who work in a unit for



which the normal work schedule does not include Saturday and Sunday shall be entitled to the preceding Friday as a holiday with pay.

- d. It is the intent of the parties that County employees shall take off from work the Fridays enumerated herein except where the needs of the service require otherwise.
- e. Except as provided in Section 8.2, regular employees required to work on a holiday shall receive overtime compensation in addition to holiday pay.

## **8.2. HOLIDAY IN LIEU TIME**

Regular employees who work in a unit for which the normal work schedules include Saturdays, Sundays and holidays will accrue four point six (4.6) hours Holiday in Lieu (HIL) time each biweekly pay period.

## **8.3. CHRISTMAS EVE AND NEW YEAR'S EVE**

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

## **8.4. HOLIDAY WHILE ON VACATION**

If a holiday falls during a regular employee's vacation, that day shall not be charged against the employee's accrued vacation.

## **8.5. RELIGIOUS HOLIDAYS**

When an employee gives adequate advance notice, the County will make reasonable accommodations, by rescheduling working hours or releasing from work without pay, to allow the employee to observe the Sabbath or other special religious holidays, except under circumstances when such accommodations would unduly interfere with County operations. Such release time may be charged to vacation or compensating time off if requested by the employee.

# **ARTICLE 9 - LEAVES**

## **9.1. VACATION LEAVE WITH PAY**

- a. Vacation with pay shall be earned by regular and extra-help employees based on the equivalent of full-time service from the date of appointment. Vacation credit shall accrue to the employees upon completion of regular work assignments on the last day of the biweekly pay period in which it is earned.
- b. All employees shall accrue vacation and accumulate vacation in accordance with the following schedule:

Years of Service	Biweekly Accrual Rate	Approximate Number Annual Days	Accrual Maximum
Less than 3 years	3.1 hours	10	240
More than 3 years, less than 6 years	4.6 hours	15	320
More than 6 years, less than 9 years	5.5 hours	18	480
More than 9 years, less than 10 years	5.8 hours	19	480
More than 10 years, less than 11 years	6.2 hours	20	480
More than 11 years, less than 12 years	6.5 hours	21	480
More than 12 years, less than 13 years	6.8 hours	22	480
More than 13 years, less than 14 years	7.1 hours	23	480
More than 14 years, less than 15 years	7.4 hours	24	480
More than 15 years	7.7 hours	25	480
*eight-hour day			

## 9.2. VACATION USE

- a. Consistent with the requirements of the department as determined by the appointing authority, accrued vacation time may be taken by each employee. An employee who separates or is terminated from County service or who takes military leave in excess of one hundred eighty (180) days shall be paid the monetary value of their full terminal vacation. The procedures set forth in Subsection c. and d. below shall not apply to any employee until six (6) months after their date of hire.
- b. Whenever possible, vacations shall be granted at the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the appointing authority may place reasonable seasonal or other restrictions on the use of vacation.
- c. Supervisors shall prepare for their organizational units a schedule of available vacation periods based on efficient staffing of the unit in relation to estimated workload. Each employee shall indicate by order of preference the vacation period(s) desired. If an employee requests that their vacation be taken in two (2) or more non-continuous vacation periods, their seniority within current classifications shall apply to their first choice of vacation periods requested. Seniority shall also apply to second and subsequent choices in determinations involving employees' second and subsequent choices. Seniority shall be exercised only once by each employee in each successive choice of vacation periods.
- d. The supervisors shall review these requests, resolve any conflict in favor of an employee with the greater seniority within current classification, and recommend the completed schedule to the appointing authority or their designee. After the

vacation schedule has been approved by the appointing authority, an employee promoted into or transferred into a unit may not "bump" another employee's previously scheduled vacation period without the employee's consent.

- e. Employees can "cash-in" up to forty (40) hours/year vacation after ten (10) years of full-time continuous service and two hundred forty (240) hours accrued vacation per the terms of County policy 306 "Cash for Accrued Vacation Leave".

### **9.3. SICK LEAVE**

- a. Sick leave credits shall be earned by a regular employee based on the equivalent of full-time service from the date of appointment. Sick leave credit shall accrue to the employee upon completion of the regular work assignment on the last day of the biweekly pay period in which it is earned. Sick leave credit shall accrue on the basis of four and six-tenths (4.6) hours per biweekly pay period of service, and may be accumulated without limitation.
- b. Temporary employees, excluding retired annuitants, shall receive the equivalent of five days of sick leave per calendar year, dependent on the employee's work schedule (i.e. 9/80, 4/10, 12 hour shifts) in accordance with Labor Code Section 246. Such sick leave shall not rollover on annual basis. Sick leave for temporary employees will be loaded at the beginning of the first pay period in a calendar year. For temporary employees beginning employment after the start of a calendar year, the leave will be loaded in the first pay period of employment.
- c. Employees are entitled to use sick leave consistent with this section for the following relationships:
  - (1) Self;
  - (2) Child (biological, adopted, foster, stepchild, legal ward, a child of an employee or the employee's domestic partner, or a child to whom the employee stands in loco parentis);
  - (3) Parent (biological, adoptive, foster, stepparent, a legal guardian or person who stood in loco parentis to the employees when the employee was a minor child);
  - (4) Spouse;
  - (5) Registered Domestic Partner;
  - (6) Grandparent;
  - (7) Grandchild;
  - (8) Sibling

- (9) Parent-in-law
  - (10) Designated Person: and
  - (11) Any other close relative or child who resides with the employee
- d. Sick leave shall be provided for the relationships in this section for the following purposes:
- (1) Employee is physically or mentally unable to perform their duties due to illness, injury, dental work or medical condition, including pregnancy.
  - (2) Diagnosis, care for, an employee or employee's family member including childbirth (inclusive of transportation to and from medical facility);
  - (3) For an employee who is a victim of a qualifying act of violence as defined by Government Code Section 12945.8; and;
  - (4) Employee's Donation of Blood – scheduled at the discretion of the appointing authority, not to exceed four hours in any instance and only approved upon submission to the appointing authority of an official blood bank receipt reflecting the donation.
- e. The appointing authority may require reasonable substantiation of the need for, and use of, sick leave except where prohibited by state or federal leave protections.

#### **9.4. WELLNESS/SICK LEAVE INCENTIVE PROGRAM**

- a. Effective with Pay Period #1 beginning December 25, 1994, the County shall establish a Wellness Incentive Program. Eligible full-time regular employees who use twelve (12) hours or less of sick leave in Pay Periods #1 through #13 of any year shall receive a Wellness Certificate enabling them to take eight (8) hours off with pay during the following six-month period. Eligible full-time employees who use twelve (12) hours or less of sick leave in Pay Periods #14 through #26 of any year shall receive a certificate enabling them to take eight (8) hours off with pay during the following six-month period. The maximum of twelve (12) hours of sick leave usage will include any hours used under the Family Medical Leave Act. The certificate shall have no monetary value.
- b. Regular employees must be continuously on the County payroll and eligible to earn and use sick leave during the entire twenty-six-week period from Pay Period #1 through #13, and from Pay Period #14 through #26. Any employees on unpaid leaves of absence during a portion of the designated twenty-six-week are excluded for that time period. Any employees during the designated twenty-six-week period who received pay pursuant to Labor Code Section 4850 or who receive SDI integration pursuant to Section 10.7 or who select the disability leave option pursuant to Subsection 9.8-b.(2), are excluded from participation for that time

period. Any employees who were temporary and transferred to permanent positions 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; and for four-fifths employees, the maximum would be nine and six-tenths (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 would receive certificates for four (4) hours time off, and four-fifths employees would receive certificates for six and four-tenths (6.4) hours time off.
- d. The County shall provide the Union with a copy of the County Policy and Procedure necessary to implement the County's Wellness/Sick Leave Incentive Program as outlined above.

## **9.5. SICK LEAVE WHILE ON VACATION**

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

## **9.6. BEREAVEMENT LEAVE**

- a. Under, Government Code Section 12945.7, employees who have been employed by the County for at least thirty (30) calendar days are entitled to five (5) days of protected bereavement leave in the event of the death of an eligible "family member." Regular Employees will also receive forty (40) hours of paid leave that must be used concurrently with any bereavement leave taken. Regular Part-Time employees will have this leave prorated. Employees on alternate work schedules that involve more than eight (8) hours in a day who have exhausted the forty (40) hours of paid leave may choose to receive any remaining hours, to cover the difference between the forty (40) hours of paid County bereavement leave and the total regularly scheduled hours over five (5) work shifts, as unpaid time or with the use of any available leave balances.
- b. Family members are defined as in Government Code 12945.7:
  - Child: A biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.

- Parent: A biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
- Sibling: A person related to another person by blood, adoption, or affinity through a common legal or biological parent.
- Grandparent: A parent of the employee's parent.
- Grandchild: A child of the employee's child.
- Domestic Partner: Two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring.
- Parent-in-law: The parent of a spouse or domestic partner.

Should Government Code 12945.7 amend these relationships, this section will be amended in accordance with the relationships contained within Government Code 12945.7.

- c. An employee who utilizes bereavement leave must notify their supervisor of the leave. Employees may use leave on a non-consecutive basis but must complete leave within three (3) months of the date of death of an eligible "family member." The County may request an employee seeking bereavement leave to provide documentation to support the leave within thirty (30) calendar days of the first day of leave.

## **9.7. MILITARY LEAVE**

Employees shall be granted military leave as required by statute.

## **9.8. DISABILITY LEAVE**

- a. An employee who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination as the appointing authority deems necessary. They shall not be considered absent from duty during the time required for such examination.
- b. A regular employee who is unable to perform any appropriate work assignment because of disability incurred in the performance of assigned duties shall be entitled to the following disability leave benefits, in addition to those provided pursuant to the California Worker's Compensation Insurance Act.
  - (1) During any period of disability for which payment is not provided under Worker's Compensation Insurance, the employee shall be placed on disability leave with pay to the extent of any leave with pay which they have accrued. Such disability leave with pay shall be charged against the employee's accrued leave with pay.

(2) During any period of disability for which payment is provided under Worker's Compensation Insurance, the employee may elect to receive disability leave with pay to the extent of any leave with pay which they have accrued, providing the Worker's Compensation Benefits received by the employee are endorsed to the County. Under such circumstances, their accrued leave with pay shall be reduced by one-half day for each full day of absence for which temporary Worker's Compensation Benefits are endorsed to the County.

c. All disability leave provisions of this section shall terminate on the date of the employee's recovery from disability, receipt of permanent disability under Worker's Compensation Insurance, retirement, termination from County employment, or death.

### **9.9. JURY DUTY**

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

b. Such employee shall notify their appointing authority immediately upon receiving notice of jury duty.

c. An employee who takes vacation or compensating time off while on jury duty shall not be required to remit or waive jury fees in order to receive their regular salary.

### **9.10. TIME OFF FOR PROMOTIONAL EXAMINATIONS**

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

### **9.11. MATERNITY LEAVE OF ABSENCE**

An employee's request for leave of absence without pay during or after childbirth shall be granted. Such leave shall not exceed six (6) weeks from date of delivery unless otherwise medically determined.

### **9.12. 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.

### **9.13. PARENTAL LEAVE**

Employees are eligible for Parental Leave in accordance with County Policy #0837,

“Parental Leave”.

#### **9.14. COUNTY EMPLOYEES AS VOLUNTEER POLL WORKERS PROGRAM**

- a. Any regular County employee, other than an employee 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 their 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 their 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 their responsibilities as a poll worker and reported to their 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 their 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 their 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 10 - HEALTH AND WELFARE**

#### **10.1. GENERAL PROVISIONS**



- a. **Eligibility:** Regular full-time and regular part-time County employees who work at least half-time and their dependents are eligible to participate in County-sponsored insurance and benefit programs as defined by the Internal Revenue Code (IRC), Section 297 of the California Family Code, and Affordable Care Act. Temporary employees and intermittent employees are not eligible for benefits. Dependents are limited to spouse, registered domestic partner, and unmarried children (natural, step, adopted, legal guardian, foster, children of registered domestic partner) up to the age allowable by regulation and program. Dependents with coverage under the County plan who become disabled prior to age 19 may continue coverage with licensed physician certification. Appropriate documentation of relationships is required.
- b. **Enrollment:** New employees must enroll in benefits within 30 days of hire and coverage becomes effective the first of the month following enrollment. They may also choose to waive medical coverage by providing satisfactory proof of other group medical insurance coverage. If they fail to enroll within 30 days of hire, they will be enrolled in the default medical, dental, and basic life insurance coverage. New hires can make changes to their selected plan within the initial 30-day enrollment period. After this period the selection or default plan is irrevocable until a life event or open enrollment period.
- c. **Benefits Changes:** Changes to benefits covered under the IRC Section 125 plans can only be made during annual open enrollment periods to become effective the first day of the following calendar year or within 30 days of a qualifying life event to become effective the first day of the month of life event enrollment completion. Life events are defined by the Health Insurance Portability Act (HIPAA) and IRC and include events like marriage, divorce, birth, adoption, and loss of group health care coverage.

## **10.2. MEDICAL INSURANCE AND HEALTH PLANS**

The County pays a monthly contribution for any of the medical insurance or health plans available to employees. The County contribution is applicable to the coverage level selected by the employee. If the cost of coverage exceeds the maximum County contribution, the employee will pay the additional cost.

- a. **Tier A:** Employees hired prior to January 1, 2007, will be placed in Tier A until they voluntarily elect to move to Tier B or leave County service. The County insurance contribution was frozen at the level in effect on December 31, 2007, (\$826.90), as well as entitlement to cash back, cash back maximums, plan selection incentive, and FICA reductions, if applicable. Employees in Tier A will remain in this tier unless they voluntarily elect to move to Tier B. The election to change tiers can only be made within 30 days of a qualifying life event or open enrollment. An election to move to Tier B is irrevocable once made. For those who waive coverage with proof of other creditable coverage, cash back maximums (\$535) and Plan Selection Incentives (PSI) (\$150), and if applicable FICA reductions, are frozen at the level in effect on December 31, 2007.

- b. Tier B: The County provides an insurance contribution for employees starting employment with the County on or after January 1, 2007, and employees who voluntarily elected to move from Tier A to Tier B. The County's contribution is reset annually on January 1st based on the 80% of the premium amount for the least expensive full coverage HMO health plan option offered by the County.
  - (1) However, during the term of the agreement the County contribution amounts for each level of coverage will not be less than the County contribution amounts in effect for Calendar Year 2025. This provision will sunset on June 30, 2028.
- c. Medical Plans: The County, at its discretion, may offer different health plans on a year-to-year basis if the County determines that those plans are advantageous to County employees and compatible with IRS regulations. The County will share such changes at the annual Joint Labor Management (JLM) meeting discussing the coming years' benefits cycle.
- d. Default Plan: The default medical plan will be the lowest cost high deductible health plan at the employee-only coverage of that plan.
- e. Coverage Levels: Employees may elect coverage under one (1) of the following levels:
  - (1) Employee Only; or
  - (2) Family

### **10.3. DENTAL PLAN**

Employees and their eligible dependents will be enrolled in the County's dental insurance plan. The County pays 100% of the cost for dental coverage. The default level of dental insurance coverage is employee only; thus, for dependents to be covered under dental insurance, they must be enrolled.

### **10.4. LIFE INSURANCE**

- a. Basic Benefit: The basic life insurance will be \$18,000 for employees. This is the default level of life insurance coverage, which is provided by the County at no cost to the employee.
- b. Voluntary Life Insurance: The County provides additional options to permit employees to elect and purchase up to the underwriting maximums, which may require approved evidence of insurability for coverage to take effect. Premiums for this coverage are published each year in the My Benefits Summary.
- c. Living Benefit: If under the age of seventy (70) and diagnosed as terminally ill with a life expectancy of twelve (12) months or less and the life insurance is not assigned or under court order, then a living benefit up to fifty (50) percent of the

combined basic and voluntary life insurances may be paid. The living benefit minimum is \$7,500 and the maximum is \$250,000. Should the employee recover, the amount paid under this provision would be subtracted from the face amount of their full benefit at the time of death.

- d. **Dependent Benefit:** A life insurance benefit of \$2,000 (\$0 from birth to fourteen (14) days of age; \$200 from age fourteen (14) days of age to six (6) months of age) is provided for each dependent. Dependents must be enrolled for dependent life insurance coverage. For registered domestic partners and children of registered domestic partners, the dependent life insurance premium is imputed income.
- e. **Conversion of Coverage:** The life insurance may be converted from group coverage to private individual coverage upon termination of employment or a dependent's loss of eligibility. It is the sole responsibility of the employee to notify the County within thirty (30) days of a dependent's loss of eligibility due to marriage or reaching the limiting age for coverage and failure to timely notify will result in a loss of conversion privileges.

## **10.5. EMPLOYEE ASSISTANCE PROGRAM**

The County provides an Employee Assistance Program (EAP) to eligible employees and dependents if enrolled. EAP offers many services including personal counseling to assist with personal issues including family/marital, mental health, substance abuse, and work-related issues. Counseling is covered up to six (6) sessions per issue per calendar year for each enrolled person without employee cost. EAP has other services, such as classes on a range of topics, discount programs, legal services, child/elder care referrals, and more.

## **10.6. FLEXIBLE SPENDING ACCOUNTS**

Employees have access to the County's flexible spending account program, which provides employees with the options of dependent care assistance benefits with a calendar year contribution maximum of \$5,000, and contribution for medical expenses up to the IRS maximum allowance in the prior calendar year. The County maintains this plan in compliance with IRC Section 125. Employee contributions for flexible spending account benefits are deducted on a pre-tax basis from employee pay.

## **10.7. 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 will be allowed to integrate SDI benefits with County leave balances consistent with County Policy 305, "State Disability Insurance Integration".

## **10.8. 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. At the Joint Labor Management meeting the County will receive recommendations from the Union and have meaningful discussion and engagement on benefit option for future benefit plan years.

#### **10.9. RETIREE HEALTH SAVINGS PLAN**

- a. Effective the first pay period following Board of Supervisors' approval of the 2025-2028 Agreement, the County will contribute \$5 per pay period to the employees' County Retiree Health Savings Plan. Effective June 28, 2026, this amount will increase to \$10 per pay period. Effective June 27, 2027, this amount will increase to \$15 per pay period.
- b. The County agrees to meet and confer on the transition to a Retiree Medical Trust during the term of the agreement if a trust is available for multi-bargaining unit participation and is approved by membership.

### **ARTICLE 11 - RETIREMENT PLAN**

#### **11.1. RETIREMENT TIERS & CONTRIBUTIONS**

Eligible employees will be enrolled in the Sacramento County Employees' Retirement System. Employees in Safety Tiers I-III and Miscellaneous Tiers I-IV pay fifty percent (50.0%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937. Eligible employees hired after 12/31/2012 will be placed in Safety Tier IV or Miscellaneous Tier V, based on the classification's retirement designation, with contributions established by the Public Employees' Pension Reform Act.

#### **11.2. DEFERRED COMPENSATION**

- a. Employees who are not members of, or currently earning benefits under, the Sacramento County Employees' Retirement System:
  - (1) An employee covered by this Agreement who is not a member of, or currently earning benefits under, the Sacramento County Employees' Retirement System shall become a participant in the Deferred Compensation Plan set forth in County Code Sections 2.83.200 through 2.83.360.
  - (2) The employee shall contribute 3.75% of their 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.
  - (3) 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).

b. Employees who are members of, and currently earning benefits under, the Sacramento County Employees' Retirement System:

- (1) As soon as administratively feasible and following the Board of Supervisors' approval of the 2025 Agreement, if an employee enrolled in the Sacramento County Employee Retirement System contributes into their 457(b) plan, the County will contribute a matching amount up to a maximum of three percent (3%) of the employee's salary into the employee's 401(a) plan. The 3% maximum County contribution match will be counted in the calculation of total compensation for the purposes of salary surveys.

Matching contributions will be made for whole percentages only. For any employee that has a contribution rate of less than a whole percentage, the matching contribution rate will be made only for the whole percentage contribution amount. For example, a contribution of 1.6% will receive a "matching" contribution of 1%.

- (2) All newly hired, rehired, or newly transferred employees in this bargaining unit who are enrolled in the Sacramento County Employees Retirement System will be automatically enrolled in the County 457(b) Deferred Compensation plan. The automatic enrollment deduction percentage will be 1% of compensation on a pretax basis which will be deposited in the Plan's appropriate Qualified Default Investment Allocation (QDIA) Target Date fund.
- (3) Automatic enrollment will not take effect for new hires, rehires or transfers until the first full pay period following the 35 day opt-out period. Employees subject to auto enrollment who choose to opt-out must do so utilizing the online portal to stop or change their contribution rates. This change must be made sufficiently in advance of payroll timelines in order to take effect. Newly automatic enrolled 457(b) participants can "unwind" their contributions in the first 90 days of the enrollment. This trigger an in-service withdrawal and tax consequences. Additionally, any matching 401(a) employer contributions are forfeit if the unwind provision is enacted.
- (4) Employees entered into the automatic enrollment process retain all normal Deferred Compensation participant abilities, including increasing contribution percentages, ceasing contribution percentages, reallocating contributions to alternative funds, choosing post tax contributions, etc., in accordance with the procedures and parameters established by the County as the Plan Administrator.

## **ARTICLE 12 - ALLOWANCES AND REIMBURSEMENTS**

### **12.1. UNIFORM ALLOWANCE**

All personnel required to maintain a uniform shall receive a uniform allowance subject to taxation, as follows:

- a. Biweekly payment of nineteen dollars and four cents (\$19.04) for the Process Server.

(1) Process Servers in the District Attorney's Office are not eligible for the biweekly uniform allowance in Subsection a.

- b. Biweekly payment of forty six dollars and twelve cents (\$46.12) for the Supervising Forensic Identification Specialist.

- c. The County shall initially provide 3 shirts and 2 pairs of utility pants for Criminalist and Supervising Criminalist assigned to a Crime Scene Team and Process Servers in the District Attorney's Office on a one-time basis. New employees to the classes of Criminalist and Supervising Criminalist assigned to a Crime Scene Team and Process Servers in the District Attorney's Office shall initially receive 3 shirts and 2 pairs of utility pants, duty boots, hat and windbreaker upon appointment on a one-time basis. Each fiscal year thereafter, the County shall provide 1 shirt and 1 pair of utility pants for Criminalist and Supervising Criminalist assigned to a Crime Scene Team and Process Servers in the District Attorney's Office.

(1) Laundry services shall be provided on a weekly basis to the Criminalist and Supervising Criminalist assigned to a Crime Scene Team and Process Servers in the District Attorney's Office at the discretion of the employee.

## **12.2. EDUCATIONAL INCENTIVE**

- a. Employees will become eligible for education incentives beginning the first biweekly pay period after submission of evidence of eligibility to the person designated by the appointing authority.

- b. The following education incentives shall be cumulative, but they shall not be compounded:

(1) Five (5) percent for possession of an A.A. degree (or equivalent—sixty [60] semester units)

(2) Five (5) percent for possession of a B.A. or B.S. degree

(3) Five (5) percent for possession of an Intermediate P.O.S.T. Certificate

(4) Five (5) percent for possession of an Advanced P.O.S.T. Certificate

- c. Effective the first full pay period following Board of Supervisors' approval of the 2025-2028 Agreement, employees in the unit will not be eligible for the pay incentives in Section 12.2(b) except as described below:

(1) Employees, except for those in the class of Investigative Assistant, will be eligible to receive the specific incentives in 12.2(b) provided the employee

was receiving the specific incentive prior to July 1, 2025.

- (2) Investigative Assistants receiving the POST incentives listed in 12.2(b.3) and (b.4) prior to July 1, 2025 will continue to be eligible for those incentives. All Investigative Assistants will be ineligible for the education incentives listed in 12.2(b.1) and (b.2). At the same time that the education incentives in 12.2(b.1) and (b.2) are delimited for the Investigative Assistants, the base wage for the class will be increased by ten percent (10%).
- d. Employees in the classes of Criminalist I, II, III, IV, Supervising Criminalist, Forensic Multimedia Examiner, Sr. Forensic Multimedia Examiner, and Supervising Forensic Multimedia Examiner will become eligible for a two and half (2.5%) percent differential beginning the first biweekly pay period after submission of evidence of eligibility to the person designated by the appointing authority for possession of any one of the following certifications. The County will also pay for the annual recertification of the following certifications:
  - (1) American Board of Criminalistics (Criminalist series)
  - (2) American Board of Forensic Toxicology (Criminalist series)
  - (3) Association of Firearm and Tool Mark Examiners (Criminalist series)
  - (4) International Association for Identification (Criminalist series)
  - (5) National Forensic Science Academy (Certified Forensic Management I Certification) (Criminalist series)
  - (6) Law Enforcement and Emergency Services Video Association Int. (Forensic Multimedia series)

### **12.3. PAY DIFFERENTIAL FOR WORKING IN AN OUT-OF-CLASS ASSIGNMENT**

- a. The purpose of this provision is to permit compensation of an employee who is properly assigned in writing to perform the significant duties of a higher classified position for relief necessitated by the temporary vacancy caused by the incumbent's absence or pending the filling of a vacant position.
- b. The differential shall be five percent (5%), and will only be paid for regular hours worked.
- c. The differential applies only if the following conditions are met:
  - (1) The position to which the employee is temporarily assigned must be vacant or the incumbent must be absent from duty.
  - (2) The higher class to which the employee is assigned must have a salary range at least five percent (5%) higher than the salary range of the employee's class

who is being temporarily assigned.

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

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

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

#### **12.4. MILEAGE REIMBURSEMENT**

The County shall reimburse an employee who agrees mutually with the County to provide their private cars for use on official business in lieu of using a County-owned car. The reimbursement shall be paid monthly on the filing of a claim therefor by the employee. The employee shall be reimbursed for any mileage traveled at a rate based upon the Internal Revenue Service business mileage deduction rate.

#### **12.5. DAMAGED/LOST PROPERTY**

The County will reimburse an employee represented by the Union for personal property damaged or lost in the line of duty, subject to County Policy #0401, "Procedure for Reimbursement for Employees' Personal Property Damaged In The Line Of Duty".

#### **12.6. EDUCATION REIMBURSEMENT**

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

#### **12.7. SUPERVISING IDENTIFICATION TECHNICIAN INCENTIVE PAY**



- a. A supervisor in the class of Supervising Forensic Identification Specialist will become eligible for education incentives beginning the first biweekly pay period after submission of evidence of eligibility to the person designated by the appointing authority.
- b. The following education incentives shall be cumulative, but they shall not be compounded:
  - (1) Five (5) percent for possession of an A.A. Degree or equivalent sixty (60) semester units.
  - (2) Five (5) percent for possession of a B.A. or B.S. Degree.
- c. An employee in the class of Supervising Forensic Identification Specialist shall receive a ten percent (10%) education incentive (not compounded) for possession of a Latent Print Examiner Certificate pursuant to the International Association for Identification Certification Program. To continue to receive this education incentive, an employee must successfully recertify as required. An employee receiving this education incentive shall not be eligible to also receive the education incentive for the Intermediate P.O.S.T. Certificate and/or the Advanced P.O.S.T. Certificate.

## **12.8. HAZARDOUS MATERIALS PAY DIFFERENTIAL**

An employee in the Crime Laboratory of the District Attorney's Office who is assigned in writing by the appointing authority to serve as a lead on the Crime Scene Team shall receive a ten percent (10%) pay differential. This differential shall be based on the employee's standard hourly salary rate and shall be payable only while acting in the lead capacity. Assignments to and removal from the above assignment shall be at the sole discretion of the appointing authority.

## **12.9. SAFETY OFFICER, CRIME LABORATORY DIFFERENTIAL**

When the District Attorney, or designee, requires an employee, in writing, to serve as the safety officer for the Crime Laboratory, the employee shall receive a pay differential of five percent (5%) of the employee's standard hourly salary rate, effective on the first day of the pay period following the written assignment. No more than one (1) employee may be assigned as safety officer at one (1) time. The District Attorney, or designee, has the sole discretion to assign or terminate the safety officer duties.

## **12.10. NIGHT SHIFT PAY**

An employee who is assigned to work more than half their regularly scheduled work period before eight a.m. or after five p.m. shall be entitled to a night shift differential of seven point five percent (7.5%) of the employee's standard daily or biweekly salary rate.

## **12.11. DNA TECHNICAL LEADER DIFFERENTIAL**

Up to two positions, a Criminalist and/or Supervising Criminalist, assigned in writing to serve as a DNA Technical Leader shall receive a five percent (5%) pay differential of the employee's standard hourly salary rate, effective on the first day of the pay period following the written assignment.

#### **12.12. TRANSIT PASS**

The transit subsidy is \$75 per month.

#### **12.13. BILINGUAL PAY**

- a. An employee in the class of Investigative Assistant, Process Server, Child Support Officer I, II or III who is in a selectively certified position which requires that the employee utilize bilingual skill or knowledge of a specified culture shall be entitled to bilingual-cultural pay as provided in this section.
- b. Other employees in the classes of Child Support Officer I, II or III shall be approved for bilingual-cultural pay if:
  - (1) The department head determines that bilingual skill is a requirement of the employee's position; and
  - (2) The employee agrees to utilize their bilingual ability and/or cultural knowledge on the job; and
  - (3) The employee is able to demonstrate bilingual proficiency that is satisfactory to the County; and
  - (4) The assignment is in writing and reviewed on an annual basis.
- c. Sign language may be treated as a bilingual skill pursuant to this subsection
- d. An employee who qualifies pursuant to the above shall be paid either:
  - (1) Oral skills differential of eighty cents (\$0.80) per paid hour per pay period.
  - (2) Oral/written skills differential of one dollar (\$1.00) per paid hour per pay period.
  - (3) The County shall determine if the employee is qualified to receive either the (1) oral skills differential or the (2) oral/written skills differential. Such determination of proficiency is not subject to Article 5, Grievance and Arbitration Procedure.

#### **12.14. NOTARY PAY**

Employees in the bargaining unit who are designated in writing by the appointing authority and are certified as a notary as part of their work duties shall be paid a differential of fifty cents (\$0.50) per hour. The department shall pay for the certification.

## **ARTICLE 13 - PERSONNEL RULES**

### **13.1. TRANSFER**

- a. An employee may transfer from one (1) department to another, within the same class, with the approval of the appointing authorities of both departments.
- b. An employee may transfer from a position in one (1) class to a position in another class with the prior approval of the Director of Personnel Services. Requests for transfer to another class shall be made in writing to the Director of Personnel Services. An employee may not transfer to a class for which they are not qualified.
- c. Any former employee who held permanent status in a class at time of resignation in good standing shall be required to serve a six-months' probationary period if such reinstatement is to a permanent position.

### **13.2. REINSTATEMENT**

- a. A former employee who held permanent status in a class at the time of resignation in good standing may be appointed to a vacancy in that class or, with the approval of the Director of Personnel Services, to a lower class for which they are qualified. Reinstatement may take place only within three (3) years of the effective date of resignation. Reinstatement is subject to the discretion of the appointing authority.
- b. A former employee who is reinstated to a temporary position, within three (3) years of resignation in good standing, may at the discretion of the appointing authority, and with the approval of the Director of Personnel Services, be further reinstated to a permanent position in the same class even though more than three (3) years has passed since the person resigned from the permanent position, provided there has been no break in the temporary service.
- c. Any former employee who held permanent status in a class at time of resignation in good standing shall be required to serve a six-months' probationary period if such reinstatement is to a permanent position.

### **13.3. 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, they shall have permanent status in a position comparable to that held at the time of retirement. The returned person's benefits shall be based on service as of the time of retirement. The returned person shall suffer no loss of seniority for the time spent on disability retirement.

#### **13.4. MEDICAL EXAMINATION**

Persons appointed from a reemployment list or by reinstatement shall be employed contingent upon passing a medical examination provided at the County's expense. Persons appointed from a reemployment list shall be approved for employment unless they are suffering from a communicable disease or are medically incapable of performing the duties of the position.

#### **13.5. LEAVES OF ABSENCE**

Chapter 2.78 of the County Code on leave of absences shall be incorporated into this Agreement.

#### **13.6. RESIGNATION**

An employee may resign from County service by submitting their written resignation to the appointing authority. The resignation shall be effective for all purposes upon its submission. However, an employee wishing to resign from the County service in good standing shall, at least two (2) weeks before their last day of actual work, submit to their appointing authority a written resignation stating therein the last day they intend to work, unless such two (2) weeks' notice is waived by the appointing authority. A resignation, whether or not in writing, shall be effective and binding upon its submission to the appointing authority without any further action by any person.

#### **13.7. SHIFT CHANGES**

- a. Regular employees shall be given at least thirty (30) calendar days notice prior to a permanent shift change. The notice requirement shall not apply to temporary or emergency assignments, or for employees working in designated relief positions.
- b. If the proposed change in shift creates a hardship for an employee in terms of child care, car pool, or other such arrangements, the employee may request an extension of an additional seven (7) calendar days.

#### **13.8. PERSONNEL FILES**

The County shall provide to the employee a copy of written material which contains adverse comments relating to the employee's employment upon placement of such written material in the employee's departmental personnel file. If the County fails to provide the employee such written material with adverse comments, a copy will be provided to the employee upon discovery of such failure or upon request of the employee. The employee shall have the right to have their written response to such adverse comments placed in the personnel file within thirty (30) calendar days from receipt of the written material containing the adverse comments.

## **ARTICLE 14 - SENIORITY, LAYOFFS AND REEMPLOYMENT**

### **DIVISION A – APPLICATION-PURPOSE-RIGHTS**

#### **14.1. PURPOSE**

This article establishes layoff procedures and reemployment rights. The decision to reduce the number of positions in a class in a department and the reasons for any such reduction shall be within the sole and exclusive discretion of the County. However, the order of layoff and the identity of those employees to be laid off shall be governed by the provisions of this article. This article also establishes reemployment rights and the order of reemployment of employees who are laid off and provides for the resolution of any dispute which might arise respecting the order of layoff or reemployment of those employees who are laid off.

#### **14.2. 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. **CETA Employee:** A CETA employee is a person appointed under the provisions of the Comprehensive Employment and Training Act into an authorized CETA position. Such positions are federally funded and are established as separate classes so as to be distinct from the regular County classes which bear the same class title.
- b. **Demotion:** A change between classes where the maximum salary of the class to which the employee is changed is any amount less than the maximum salary of the class from which the employee is changed. The change is between classes in which the employee holds permanent status.
- c. **Former Class:** A class in which an employee previously has held permanent status. An employee may have one (1) or more former classes. However, only those classes in which the employee has held permanent status during the current period of continuous service are eligible former classes in respect to a right to demote.
- d. **Layoff:** The involuntary termination from a class of a permanent or probationary employee without fault on the part of the employee, because of lack of work, lack of funds, or in the interest of economy.
- e. **Limited-Term Employee:** A person who accepts a limited-term appointment as defined in Section 7.7(f) of the Civil Service Commission Rules. A limited-term employee is a temporary employee for purposes of this article. However, a permanent employee appointed to a limited-term position shall have return rights, within the same department, from the limited-term position to the permanent position.
- f. **Separation:** Release from employment of a temporary employee or the return of a

regular employee from a temporary upgrade the immediate former class in which the employee held permanent status. Separation does not constitute a layoff.

- g. Status: The employee's current appointment, such as permanent, temporary, provisional, or probationary. Temporary includes intermittent and limited-term.
- h. Temporary Employee: A person who has been appointed from a list of eligibles, or provisionally in the absence of a list, to a position which is other than a permanent position.

### **14.3. LAYOFF**

- a. When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in a department, the order in which employees will be laid off within each class which is affected by the layoff shall be based on seniority as provided in Section 14.5.
- b. Temporary and provisional employees in the class involved in the layoff shall be separated prior to the layoff of any probationary or permanent employees.
- c. Prior to the layoff of any probationary or permanent employee, any permanent employee who currently is serving in a temporary position in that class shall be separated and returned to the class in which the person holds permanent status in that department.
- d. Probationary and permanent employees shall be laid off in the inverse order of their seniority.

### **14.4. RIGHT TO DEMOTE**

- a. Any employee who is scheduled for layoff shall have a right to demote within the department in which layoff will occur to a class in which the employee formerly held permanent status. If there is no authorized position in the department in the class to which the employee would otherwise have a right to demote, then this subsection shall not apply. The right to demote within the department to which the employee is assigned, shall be implemented as follows:
  - (1) If there is only one (1) other lower salaried class within the department in which the employee formerly held permanent status, the employee shall be demoted to that class. If there is no vacancy in that class and the demoting employee has less seniority than all other employees within the department in that class, the demoting employee shall be laid off from that class and from employment.
  - (2) If there are two (2) or more lower salaried classes within the department in which the employee formerly held permanent status, the employee shall be demoted to that class in which the employee formerly held permanent status which has the highest salary. If there is no vacancy in that class and the

demoting employee has less seniority than all other employees within the department in that class, the above process shall continue until the demoting employee either reaches a class within the department in which the employee formerly held permanent status in which there is a vacancy or in which the employee is not the least senior employee within the department in that class, or the employee is laid off from employment.

- (3) An employee who is least senior in a class in which there is no vacancy and to which an employee demotes from a higher class within the department shall be laid off from that class, and shall have the same right to demote as does any other employee who is laid off.
  - (4) An employee demoted under this procedure shall be deemed to have exercised the employee's right to demote and to have accepted each demotion, subject to the employee's right to resign from employment.
  - (5) An employee who is demoted from a class in which the employee holds permanent status shall be deemed for all purposes to have been laid off from each class from which the employee subsequently demotes or is displaced, including classes which the employee passes through because of the absence of a vacancy and insufficient seniority to occupy a position.
- b. An employee who is scheduled for layoff, shall be entitled to request a demotion to another class in which the employee formerly held permanent status which is currently authorized in another department. Except as provided in (3) below, the right to request demotion to another department applies to any class in which the employee formerly held permanent status which has a lower salary than the class from which the employee was laid off, which is authorized in any department other than the department to which the employee was assigned prior to layoff.
- (1) The appointing authority of the department to which the employee requests transfer may, in the appointing authority's discretion, grant a request to demote if there is (a) a vacancy in the class within the department or (b) the requesting employee would not be the least senior employee in the new department within the class to which the request is made.
  - (2) An employee whose request to demote to another department is granted, shall be deemed for all purposes to have been laid off from the class from which the employee demotes.
  - (3) Such right to request demotion shall not apply to a class to which an employee is demoted within the same department. The purpose of the right to request a demotion to another department is to avoid layoff from employment.

#### **14.5. SENIORITY**

- a. Seniority shall be determined by the date of original appointment to the class. For purposes of this article, the "date of original appointment to the class" is defined

as the date the employee first was appointed to the class, on or after the most recent date of entry into County service, regardless of type of appointment, including, but not limited to, provisional, limited-term, temporary and exempt.

- b. A seniority list shall be prepared for each class for purposes of layoff and shall include all probationary and permanent employees in that class. Where seniority dates in the class are the same, ties shall be broken in the following sequence:
  - (1) Employees with the earliest date of entry into continuous County service.
  - (2) Employees with the highest standing on the eligible list from which the appointments to the applicable class were made.
- c. The seniority date for an employee who terminates and subsequently returns to County service in accordance with the military leave provisions of Section 2.78.785 of the Sacramento County Code shall be the date of original appointment to the class, prior to the military separation.
- d. If an employee's position is reallocated to a different class and the former class is no longer authorized in the employee's department, the employee's date of appointment to the former class shall be the seniority date in the class to which the position was reallocated. In such cases the right to demote shall apply to the new class.
- e. If an employee is in a class which is retitled, the seniority date in the retitled class shall be the date of appointment to the original class which has been retitled.
- f. If an employee returns to a former class in which the employee previously held permanent status, the employee's seniority date in the former class shall be the date of original appointment to the former class.

#### **14.6. JURISDICTION**

- a. If an employee in a class covered by this article is laid off from that class and demotes to a class which is not covered by this article, then this article no longer applies in respect to the determination of the employee's seniority within the class to which demotion occurs. In such cases, the determination of seniority within the class to which the employee is demoted, shall be based on the agreement of the new representation unit or the Sacramento County Code, whichever applies.
- b. An employee employed under the Comprehensive Employment and Training Act (CETA) shall be laid off or separated in compliance with, and their right to demote within the department and to request demotion to another department shall be subject to, all requirements by Congressional enactments, Federal Regulations and Orders, and grant terms and conditions as they exist and apply on the effective date of layoff.



## **DIVISION B – LAYOFF**

### **14.7. NOTICE OF LAYOFF**

- a. Each employee subject to layoff shall be given written notice of layoff. The notice shall prescribe the effective date of layoff. The written notice shall either be personally handed to the employee or mailed 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 employee or on the date it is mailed to their last known address, as the case may be.
- b. The effective date of layoff shall be not earlier than the 14th calendar day following the date of service of the notice of layoff.

### **14.8. NOTICE TO UNION**

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

### **14.9. GRIEVANCE-ARBITRATION PROCEDURE**

The grievance-arbitration procedure set forth in Sections 14.10 through 14.20 shall apply to grievances concerning the validity or timeliness of service of notice of layoff, the order of layoff, or the identification of who is laid off under the order of layoff.

### **14.10. GRIEVANCE**

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

### **14.11. TIME, PLACE AND MANNER OF FILING**

- a. A grievance shall be filed on a form prescribed by the County. Each grievance shall state for each named employee the factual basis for the claim and the provision of the article allegedly violated. Any grievance on this subject which is not timely or does not meet the criteria established in this section shall be deemed invalid, null and void.
- b. All grievances on this subject shall be filed with the County's Office of Labor Relations not later than seven (7) calendar days following the alleged violation. Any grievance which is not received by the Office of Labor Relations within seven

(7) calendar days following the alleged violation shall be deemed invalid, null and void and a waiver of the employee's assert of their rights.

#### **14.12. DELIVERY TO UNION**

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

#### **14.13. COMPLAINTS BY UNION**

- a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 14.12 or twenty-two (22) calendar days after the filing of a grievance by the Union, whichever is earlier, the Union shall file a consolidated complaint with respect to all such grievances. The complaint shall name each employee previously named in a grievance, who the Union asserts has been not validly served with notice of layoff, not served in a timely manner, misplaced within the order of layoff, or incorrectly identified for layoff under the order of layoff. Any employee named in a timely grievance filed by the Union or a timely employee grievance, who is not so named in the complaint, shall be deemed to have been validly and correctly identified for layoff under the order of layoff.
- b. By filing the complaint or by not filing a complaint, the Union shall have authority to waive the claims of employees which it elects not to assert.
- c. The complaint shall be filed with and received by the Office of Labor Relations within fifteen (15) calendar days following delivery to the Union of the copies of employee grievances or twenty-two (22) calendar days following filing by the Union of its grievance, whichever is earlier.

#### **14.14. ARBITRATION SCHEDULING**

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

#### **14.15. CONSOLIDATION OF PROCEEDINGS**

- a. It is understood that the County is entering into this type of agreement with exclusive representatives of other representation units of County employees. The County Executive or their 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 14.16-a., or in the event of their unavailability, the arbitrator selected pursuant to Subsection 14.16-b.

- c. The Union shall be authorized to withdraw from the consolidated proceedings by serving written notice of withdrawal upon the County's Office of Labor Relations within five (5) calendar days after service of the notice of consolidation.
- d. In the absence of agreement between the parties and the arbitrator, the arbitrator shall schedule the date, time and place of the hearing.
- e. If the Union withdraws from a consolidated 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.

#### **14.16. APPOINTMENT OF ARBITRATOR**

- a. An impartial arbitrator shall be selected jointly by the parties.
- b. In the event the parties are unable to agree, the parties shall solicit from the State of California Mediation and Conciliation Service a list of seven (7) arbitrators. After receipt of the list, the parties shall alternately strike an arbitrator's name from the list until one (1) name remains. The parties shall determine who strikes the first name from the list of arbitrators by a flip of a coin. If the selected arbitrator is unable or unwilling to hear the grievance within the time prescribed by Section 14.14, the parties shall again repeat the process unless they can mutually agree upon an arbitrator.

#### **14.17. HEARINGS**

- a. Except as otherwise mutually agreed or otherwise provided herein, the arbitration hearings shall be conducted in accordance with rules of the American Arbitration Association.
- b. In the event complaints are consolidated for purposes of hearing and decision, all unit representatives shall present their complaints and evidence in support of their cases in chief before the County presents any rebuttal evidence and its case in chief as to any individual complaint or the complaints as a whole.
- c. Whether or not the proceedings shall be consolidated the parties to the

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

#### **14.18. QUESTIONS**

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

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

#### **14.19. DECISION**

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

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing or hearings. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state the reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.
- b. The arbitrator shall not have jurisdiction or authority to order reinstatement, back pay or any other relief for any employee who is identified for layoff in violation of the terms of this article, unless the employee has been identified in both a timely grievance and a timely complaint.
- c. The arbitrator shall not have jurisdiction or authority to revise the order of layoff as to any employee except to the extent necessary to grant relief to an employee determined to have been assigned an improper order of layoff alleged in both a timely grievance and a timely complaint.
- d. The arbitrator shall have authority, in the event of a determination that an employee incorrectly identified for layoff in a timely grievance and a timely complaint, to order the reinstatement of such employee with back pay. For each employee so reinstated, the arbitrator shall determine and designate the employee currently working for the County who should have been identified instead, and shall order the layoff of each such employee. The order of layoff shall become effective

fourteen (14) calendar days following service of the notice of layoff which results therefrom pursuant to Section 14.7.

- e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff of fewer personnel than ordered by the County 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 their 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 their jurisdiction.

#### **14.20. COSTS**

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

### **DIVISION C – REEMPLOYMENT**

#### **14.21. ENTITLEMENT**

With respect to classes covered by this article, reemployment entitlements shall be as follows:

- a. A person who held permanent status in the class from which the person was laid off, 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 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 they were 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 they

were 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.

#### **14.22. TYPE OF POSITION**

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

#### **14.23. LIMITED-TERM AND CETA PERSONNEL**

- a. Personnel serving under limited-term appointments shall not be entitled to reemployment rights or to placement on either a departmental or County-wide reemployment list, whether or not they held permanent status as limited-term appointees in the class from which they were separated.
- b. The right of personnel employed under the Comprehensive Employment and Training Act (CETA) to reemployment lists, their order of such lists, and their priority of appointment from such lists shall be subject to and in compliance with all requirements established by Congressional enactments, Federal Regulations and Orders, and grant terms and conditions as such enactments, regulations, orders, terms and conditions may change and apply from time to time during the term of the article.

#### **14.24. DEPARTMENTAL REEMPLOYMENT LISTS**

- a. The County shall prepare a departmental reemployment list for each class in each department in which an employee with permanent status in that class is laid off. As personnel are separated from a class in which they hold permanent status, their names shall be added to the list for the class and department in which the layoff occurs in the inverse order in which they are separated from service in that class.
- b. Notwithstanding any provision of this article to the contrary, the order of names on departmental reemployment lists shall be derived from (by inverting) the order of layoff prescribed by layoff lists, as the order of layoff may be modified by agreement between the parties or award under grievance-arbitration proceedings commenced pursuant to layoff under Division B. The purpose of this provision is to insure that disputes concerning the order of layoff and of departmental reemployment lists are raised and settled at or near the time of layoff, and not at the time reemployment is sought.

#### **14.25. COUNTY-WIDE REEMPLOYMENT LISTS**

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

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

#### **14.26. APPOINTMENT AND CERTIFICATION PRIORITIES**

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

- a. A vacancy in a class shall be filled first from the Medical Center transfer eligible lists prescribed in Section 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;
  - b. 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.
- c. No persons shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name shall be certified for vacancy in excess of one (1).
  - (1) For each person who declines an offer of appointment, an additional name shall be certified.
  - (2) A person on the County-wide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as is specified in Subsection 14.26-b.(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.

#### **14.27. REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS**

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

- a. Upon the expiration of the time frames listed in Subsection 14.21-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 (1) for which the list exists or which, at the time of appointment, is equal to or higher than the one (1) 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 14.26-b.(2) except in instances where the person states in writing that they temporarily are medically incapacitated.
- d. In the event a person states in writing that they do 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.

#### **14.28. REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS**

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

- a. Upon the expiration of the time frames listed in Subsection 14.21-b. 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 (1) for which the list exists or which, at the time of appointment, is equal to or higher than the one (1) 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 Subparagraph c. of Section 14.27, a person shall be authorized to decline appointment to a class to which the person has been certified by submitting a written statement which objects to the appointment on the basis of the identity of the department, geographical location of the job, or shift schedule of the job. Such a declination shall not result in removal of the person from the County-wide reemployment list. The person shall not thereafter be certified for appointment to a vacancy which falls within the description of the written objection.

#### **14.29. 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.

#### **14.30. 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 and all departmental reemployment lists for classes covered by the Agreement. Such service shall be made once, and shall include all such lists prepared as a result of all layoffs which have occurred between July 1 and the date of service.
- b. Not later than July 5 of each year, the County shall serve by mail upon the Union a set of copies of all County-wide reemployment lists and all departmental reemployment lists for classes covered by the article. Such service shall be made once, and shall include all such lists prepared between the date of service pursuant to paragraph a. and June 30, inclusive.

#### **14.31. GRIEVANCE-ARBITRATION PROCEDURE**

The Grievance-Arbitration Procedure set forth in Sections 14.32 through 14.38 shall be applicable only to disputes arising under Division C of this article.

#### **14.32. EXISTENCE, ORDER AND CONTENTS OF REEMPLOYMENT LISTS**

- a. Except as provided in this section, no employee, person or other entity shall be authorized to grieve, dispute or otherwise challenge a reemployment list established pursuant to this article.
- b. No later than twenty (20) calendar days following each service of reemployment lists upon the Union, the Union shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list required by this article, has established a reemployment list prohibited by this article, the order of personnel contained on any one (1) or more of the lists violates the provisions of Sections 14.21, 14.22, 14.23, 14.24, 14.25, or 14.26, that personnel have been placed on a list in violation of said sections, or that personnel have been omitted from the lists in violation of said sections.
- c. The grievance shall specifically identify:
  - (1) The list or lists to which the grievance refers;
  - (2) The nature of the alleged violation or violations, the facts on which the alleged violations are based, and the section or sections of this article violated;
  - (3) The names of any personnel alleged to have been erroneously placed upon or omitted from the list or lists; and,
  - (4) The changes in lists alleged to be required in order to remedy the alleged violations.
- d. The grievance shall be filed with the County's Office of Labor Relations, and shall be received by the Director not later than twenty (20) calendar days following service of the lists pursuant to Section 14.30.
- e. The failure of the Union to file a grievance within the time required herein shall constitute a waiver of the right to challenge the matters referred to in this section, which is binding upon the Union and all other persons.

#### **14.33. OTHER MATTERS**

- a. Except as to matters referred to in Section 14.32, the Union and any persons laid off from a class covered by this article shall be authorized to file a grievance alleging a violation of Sections 14.21 and 14.29.
- b. Such grievances shall be filed on forms prescribed by the County with the County's Office of Labor Relations not later than ten (10) working days after the event or circumstance occasioning the grievance. Any grievance not received by the 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 is it filed.'

#### **14.34. PRE-ARBITRATION HEARING**

- a. A hearing shall be held by the County Executive or their designee on all grievances filed pursuant to the provisions of Sections 14.32 and 14.33, not later than ten (10) working days following the date of filing. The Union shall be given advance written notice of the time, date and place of all such hearings, and shall be authorized to appear and participate therein.
- b. If the County Executive or their designee determines that a grievance shows a violation of this article and is otherwise timely and within the scope of the grievance-arbitration provisions, they shall be authorized to take all actions necessary to grant relief, including the layoff of any employees who have been employed in violation of the provisions of this division relating to reemployment.
- c. The County Executive or their 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.

#### **14.35. REQUEST FOR ARBITRATOR**

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

- a. The request for arbitration shall be in writing, and shall be filed with the Office of Labor Relations not later than seven (7) calendar days after mailing of the decision of the County Executive or their designee. If the Union fails to file a request for arbitration within the time required, the decision by the County Executive or their 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.

#### **14.36. ARBITRATION SCHEDULING**

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

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

Association.

- b. Except as otherwise mutually agreed or otherwise provided herein, the arbitration hearings shall be conducted in accordance with the rules of the American Arbitration Association.
- c. The parties to the proceedings shall be deemed to be the County and the Union, and no employee, group of employees or other person shall be deemed to be parties to the proceedings.

#### **14.37. DECISION**

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

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.
- b. The arbitrator shall not have jurisdiction or authority to revise the order of either a County-wide reemployment list or departmental reemployment list as to any person on such a list who has not been alleged in a timely grievance to have been placed in incorrect order thereon, except to the extent necessary to grant relief to a person determined to have been placed in incorrect order who was so alleged in a timely grievance.
- c. The arbitrator shall not have jurisdiction or authority to invalidate the employment of any person who has been reemployed from either a County-wide reemployment list or departmental reemployment list or to grant any relief to a person on such a list who should have been so reemployed or certified for appointment, except as to persons named in a timely grievance.
- d. The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit his decision to the application and interpretation of its express terms.
- e. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators and subsequent arbitrators shall be bound by the interpretations by prior arbitrators of the terms of this article.
- f. The decision of the arbitrator shall be final and binding as to all matters within their jurisdiction.

#### **14.38. COSTS**

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

## **DIVISION D – MISCELLANEOUS**

### **14.39. 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 15 - MISCELLANEOUS**

### **15.1. PROBATIONARY PERIOD**

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

### **15.2. CLASSIFICATION STUDIES**

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

### **15.3. PERFORMANCE EVALUATION**

- a. A permanent employee shall be given a performance evaluation on an annual basis, or special performance evaluations as necessary. An employee shall be given an opportunity to read and sign performance evaluations prior to the placement of such material in the employee's personnel file. The employee shall receive a copy of the performance evaluation.
- b. The purpose of performance evaluations is employee development. Performance evaluation reports are not to be used for disciplinary actions.

### **15.4. LETTERS OF REPRIMAND**

- a. Each employee shall be given an opportunity to read and sign formal letters of reprimand prior to the placement of such material in their personnel file. The employee shall receive a copy of the letter of reprimand. A "letter of reprimand" is a written censure of an employee. Letters of reprimand shall be given only for just cause.
- b. An employee may grieve whether a formal letter of reprimand was given for just cause. The appeal will follow the process identified in Article V through Step 2 of the grievance procedure of the Agreement. Letters of reprimand are not arbitrable and the grievant shall not have the right to refer the matter to binding arbitration.

- c. After two (2) years from the receipt of a letter of reprimand by an employee, the employee may request removal of the letter of reprimand from the employee's divisional personnel folder. The request shall not be unreasonably denied.

## **15.5. AUTOMATIC RESIGNATION**

- a. If an employee fails to report to their worksite, and/or has given no notification to their 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 their 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.

## **15.6. LIST OF EMPLOYEES**

The County shall furnish quarterly to the Union a list by name, class and department of employees covered by this Agreement. The first such list shall be furnished no later than October 1, 1980.

## **15.7. SAVINGS CLAUSE**

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

## **15.8. CONTRACTING FOR SERVICES**

The Union expressly agrees to waive its right to bargain over Status Quo Contracts as

outlined in this Agreement. For purposes of this Agreement, Status Quo Contracts are defined as contracts for County Services subject to Section 71-J of the County Charter where all of the following conditions are met:

1. The subject service has previously been performed in Sacramento County by a Contractor;
2. The County has previously contracted for the subject service within the past three (3) years;
3. There is no increase from the prior year estimate of the number of Full-Time-Equivalent bargaining unit positions that would be required to deliver the services; and
4. The loaded hourly rate for the contracted positions has not increased to an amount exceeding the loaded hourly rate for the equivalent County classifications.

Notwithstanding this waiver, the County will provide notice to the Union where it is entering into a new term of contracting for Status Quo contracts. This Section may only be grieved at the 3rd Step of the grievance process as identified in Article 5. It is not subject to the arbitration provision within Article 5.

#### **15.9. ENTIRE AGREEMENT**

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

### **ARTICLE 16 - DISCIPLINE AND DISCHARGE**

#### **16.1. 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 16.2 below, of employees in a class included in the Law Enforcement Support Unit and Supervisory Law Enforcement Support Unit.

#### **16.2. 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 Sacramento County Criminal Justice Employees' Union.

#### **16.3. 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.

#### **16.4. 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.

#### **16.5. 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. Under the influence of alcohol and/or drugs while on duty.
- h. Inexcusable absence without leave.
- i. 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.
- j. Discourteous treatment of the public or other employees.



- k. Political activity prohibited by state or federal law.
- l. Willful disobedience.
- m. Violation of any of the prohibitions set forth in Section 71 of the Sacramento County Charter.
- n. Refusal to take and sign any oath or affirmation which is a federal, state or County requirement.
- o. 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 their employment.
- p. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification.
- q. Any violation of Civil Service Commission Rule 6.6-a which prohibits the solicitation of waivers.

#### **16.6. CAUSE 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, with or without reasonable accommodation, which disability precludes the employee from the proper performance of the essential duties of their job. Any such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 16.5.

#### **16.7. NOTICE REQUIREMENT AND EFFECTIVE DATE OF ORDER**

- a. The appointing authority or designee shall file a written proposed order and final order of disciplinary action with the Office of Labor Relations.
- b. A copy of the proposed and final notice of disciplinary action shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address which is entered 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 Department 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.

#### **16.8. 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 Office of Labor Relations. The notice of appeal shall contain the name and address of the person to whom all written communication regarding this appeal shall be sent.
- b. The Office of Labor Relations shall promptly provide the appointing authority with a copy of the employee's notice of appeal.
- c. An employee for whom a notice of appeal is filed as provided herein shall be entitled to a hearing, as provided in this article.
- d. An appeal of a disciplinary action is a complaint of a permanent employee with permanent civil service status regarding whether there was good cause for the disciplinary action taken against that employee.
- e. If 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.

#### **16.9. MEDIATION OF 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 of the techniques customarily associated with the mediation process, including private conferences with only one 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; however, the Union's Business Representative, who may be an attorney, may be present.
- 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.

#### **16.10. ASSIGNMENT OF AN ARBITRATOR**

- a. The parties to the hearing and to the selection of the arbitrator shall be the Union and the County.
- b. In the event the parties are unable to agree on an arbitrator within the time stated,

the parties shall solicit from the State of California Mediation and Conciliation Service a list of five (5) arbitrators.

- c. After receipt of the list, the parties shall alternately strike arbitrator's names from the list until one (1) arbitrator's name remains.
- d. Failure to select an arbitrator by the appealing party within fifteen (15) days of receiving the list of arbitrators from the State of California Mediation and Conciliation Services will result in withdrawal of the appeal unless such failure is through the inaction of the County.

#### **16.11. AMENDED OR SUPPLEMENTAL ORDER**

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

#### **16.12. 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.

#### **16.13. 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 shall be a private hearing.
  - (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.
  - (2) In the event of a cancellation of a scheduled arbitration, the parties will select a 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.
- b. The employee shall be represented 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.

#### **16.14. 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.

#### **16.15. DECISION**

- a. Following the hearing, the arbitrator shall promptly prepare and submit to the parties to the hearing a decision in the case within thirty (30) calendar days. 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. In determining whether there is cause for discipline, the arbitrator shall independently review the sufficiency of the evidence supporting the charges. If good cause for the disciplinary action is found under this independent review standard, the arbitrator shall not modify or reduce the penalty imposed by the appointing authority unless the arbitrator issues written findings demonstrating that there is clear and convincing evidence that the level of such discipline is improper.

#### **16.16. FINALITY OF DECISION**

The decision of the arbitrator shall be final and binding.

#### **16.17. 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.

#### **16.18. 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 17 - TERM**

#### **17.1. TERM**

- a. The provisions of this Agreement shall be effective on July 1, 2025, except as otherwise specifically provided.
- b. This Agreement shall remain in full force and effect from July 1, 2025 to and including June 30, 2028.

(Signatures on next page.)



Dated: 1/8/2026

**Sacramento County Criminal  
Justice Employees' Union**

Signed by:

*Kim Gillingham*

FAACC32E914047F...

Kim Gillingham  
Labor Representative  
Goyette, Ruano & Thompson

Signed by:

*Randy Bickel*

CA06761FB359400...

Randy Bickel  
President, SCCJEU

**SCCJEU Negotiating Team**

Arla Graeff  
Vice-President, SCCJEU

Dwaynitta Parker  
Board Representative – LESU,  
SCCJEU

Jonathan Charron  
Board Secretary, SCCJEU

Michelle Chao  
Board Representative – Supervisors,  
SCCJEU

Dated: 12/11/2025

**County of Sacramento**

Signed by:

*Matt Connolly*

B4FCBA9F9170477...

Matt Connolly  
Chief Labor Negotiator  
County of Sacramento

**County Negotiating Team**

Ashley Soria  
Personnel Analyst, Department of  
Personnel Services

Janelle Bright  
Assistant Director Child Support  
Services, Department of Child  
Support Services

Mike Blazina  
Assistant District Attorney, District  
Attorney's Office

Rick Heyer  
Chief Assistant Public Defender,  
Public Defender's Office

Shannon Richardson  
Assistant Chief Criminal Investigator,  
Department of Human Assistance