

AGREEMENT

BETWEEN THE

COUNTY OF SACRAMENTO

AND THE

CALIFORNIA NURSES ASSOCIATION

COVERING ALL EMPLOYEES IN THE

NURSES UNIT

June 30, 2022 – June 30, 2025

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PREAMBLE

PURPOSE

This Agreement states, in writing, the agreement reached by representatives of the County of Sacramento (hereafter "County") and the California Nurses Association (hereafter "Association"). This Agreement has been reached pursuant to procedures implementing the Meyers-Milias-Brown Act for the purpose of promoting harmonious relations between the County and its employees represented by the Association.

ARTICLE I RECOGNITION AND COVERAGE

1.1 RECOGNITION

a. The County recognizes the Association as the exclusive negotiating agent in matters of wages, hours, and other terms and conditions of employment for all employees in the Nurses Unit.

b. The Association recognizes the County Executive or his designee as the negotiating representative for the County and shall negotiate exclusively with him or his designee, except as otherwise specifically spelled out in this Agreement.

1.2 COVERAGE

a. The Nurses Unit consists of all employees in the following classifications:

- 28138 Medical Case Management Nurse
- 28198 Nurse Practitioner
- 28288 Psychiatric Nurse
- 28259 Public Health Nurse, Level I
- 28260 Public Health Nurse, Level II
- 28336 Registered Nurse, Level I
- 28337 Registered Nurse, Level II
- 28333 Registered Nurse D/CF, Level I
- 28334 Registered Nurse D/CF, Level II
- 28289 Senior Psychiatric Nurse
- 28257 Senior Public Health Nurse

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

c. The County agrees that it will not agree to inclusion of any classifications of registered nurses in another representation unit.

ARTICLE II ASSOCIATION RIGHTS

2.1 ASSOCIATION SECURITY

a. It is the intent of this Article to provide for payroll deductions of Union members to be deducted from their warrants insofar as permitted by law. CNA shall provide the County with a list of employees for whom membership dues should be deducted from the paycheck. CNA shall provide the County with any subsequent modifications to that list. The County shall initiate deductions in accordance with the information provided by CNA.

b. The Association agrees to indemnify, defend, and hold the County harmless against any claims made of any nature whatsoever against any suit instituted against the County arising from its checkoff of organization dues and deductions for the Association-sponsored long-term disability plan.

c. The County provides an electronic orientation. The Union shall be allowed access to newly oriented employees as follows:

The County will provide CNA with a list of attendees at each orientation including a County email address if applicable.

1. Employees will be allowed 30 minutes not in addition to the time in 2.4a. to attend a virtual union orientation scheduled by CNA. The employee must notify his or her supervisor reasonably in advance in order to secure this paid release time. Such time shall not be unreasonably denied.
2. Employees shall be provided an opportunity to attend the virtual union orientation in a location where they will not be interrupted or overheard by others. This does not guarantee a private indoor space. Where such indoor space is unavailable, employees shall be allowed to participate in an outdoor space, including in their vehicles if parked in the worksite lot.
3. CNA will provide the County with annual schedule of meeting dates and times.
4. Should the County return to an in-person orientation, it agrees to meet and confer with CNA over CNA's access to employees participating in such in-person New Employee Orientation.

d. Pursuant to the provisions of SB1085/Government Code 3558.8, the County shall grant an employee, upon written request of the Association, a reasonable leave of absence without loss of compensation or other benefits, for the purposes of enabling employees to serve as stewards or officers of the Association. Leave may be granted on a full-time, part-time, periodic, or intermittent basis under the following procedures:

1. The Association Representative shall submit in a written request to Human Resources at least 15 business days in advance of the requested leave. The request shall include dates/duration, classification, and bargaining unit.
2. For any employee going on Association Leave of Absence, who is on medical leave, the Association will ensure compliance with all medical restrictions.

At the conclusion or termination of the leave granted under this section, the employee shall have the right to reinstatement to the same position and location they held prior to such leave, or if not feasible, a substantially similar position without loss of pay, benefits, accrual rates, seniority, rank, or classification.

Association Leave of Absence is separate from and different from any other leaves and or rights to release for employees allowed under the MMBA or other articles within this agreement.

The County shall not be liable for any act, omission, or injury suffered by any employee of the County if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for the Association. To the extent that the County is held liable for any such act, omission or injury, the Association shall indemnify and hold harmless the County.

g. The Association agrees to pay the County for all release time expended by County employees representing the Association for any purpose other than meeting with management in general negotiations or in a grievance or arbitration hearing. The involved employee will enter any such time expended in the designated area on the time sheet for Union Release Time. The County shall bill the Association for the amount of compensation paid to the employee for such time. The total compensation shall be computed at 1.27 times the "9" step salary rate. The Association shall reimburse the County no later than the end of the full biweekly pay period following the billing. If any billing is not paid within fifteen (15) days of the due date, the County is authorized to deduct the amount of that billing from the amount due to the Association as deducted from the payroll of employees in the unit. The County agrees that, except for business necessity, release time paid for by the Association shall not be denied.

2.3 ASSOCIATION NOTICES AND MEETINGS

a. The Association may use County conference rooms and similar building facilities for meetings with employees in the unit it represents; may post material on bulletin boards located (as provided below) to serve employees in the unit it represents; and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.

b. Use of County meeting facilities requires reasonable advance notice to the appropriate County official and is subject to County use of such facilities; provided, however, that once scheduled, such Association meetings may not be canceled 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. Each facility shall provide and shall mutually agree with the Association's designee to a central and convenient location(s) for a minimum of one (1) bulletin board for each one hundred (100) nurses or portion thereof on the staff. If nurses in one (1) agency are regularly assigned to a work location substantially removed from the headquarters of the agency, the provisions of this paragraph shall apply to each and every such work location. No publication shall be posted by the Association which indicates County action or approval when none has been given.

d. Duly authorized representatives of the Association shall be permitted, at all times that employees in the unit it represents are working, to enter the facilities operated by the County for the purpose of transacting Association business and to observe conditions under which nurses are employed and carry out their responsibilities; provided, however, that the Association's representative shall, upon arrival at the facility, notify the appropriate facility manager of the intent to apply this paragraph. The Association representative shall advise the manager of the areas that he/she wishes to visit. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated.

2.4 NURSE REPRESENTATIVES

a. The County recognizes and agrees to deal with designated representatives of the Association on all matters relating to grievances and the interpretation, application, or enforcement of the express terms of this Agreement. Only employees in the unit represented by the Association shall be permitted County-time off to represent employees on grievances.

b. A written list of the representatives serving each work area or County organizational unit, broken down by department, shall be furnished the County immediately after their designation, and the Association shall notify County promptly of any changes of such representatives. Representatives shall not be recognized by the County until such lists or changes thereto are received.

c. The number of representatives shall be no more than five (5).

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

e. Only full-time regular employees who are designated Association representatives receive paid release time for grievance handling.

2.5 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 employee.

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

ARTICLE III COUNTY RIGHTS

3.1 COUNTY RIGHTS

a. The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct, and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of County operations; determine the methods, means and personnel by which County operations are conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; provided, however, that the exercise of such County right shall not conflict with the express provisions of this Agreement. The County has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

b. This Agreement is not intended to, nor may it be construed to, modify the provisions of the Charter relating to civil service or personnel administration. The Civil Service Commission shall continue to exercise authority over classification of jobs and procedures and standards of selection for employment and promotion.

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

d. This provision is not subject to the Grievance and Arbitration Procedure as set forth in Article V of this Agreement.

ARTICLE IV GENERAL PROVISIONS

4.1 NON-DISCRIMINATION

a. There shall be no discrimination by the County against any nurse on account of membership in or activity on behalf of the Association. There shall be no discrimination by the County or Association against any employed nurse or nurse applicant because of race, color, sex, age, handicap, national origin, sexual orientation, political or religious affiliations, opinions, or expressions thereof.

b. The Association, in turn, recognizes its responsibility as designated negotiating agent and agrees to represent all employees without discrimination, interference, restraint, or coercion.

4.2 STRIKES AND LOCKOUTS

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

b. The Association agrees that during the term of this Agreement neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the County. In the event that the Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the County.

4.3 NURSE PRACTICE ACT

a. No nurse shall be required to practice in a manner which:

- (1) Jeopardizes a patient's health or safety.
- (2) Exceeds limits of RN Licensure as defined by the Nurse Practice Act.

If a nurse believes that circumstances are present which may jeopardize a patient's health or safety, the nurse is encouraged to file an Assignment Despite Objection (ADO) form and shall immediately report the details of the situation to the person in charge.

b. This provision is not subject to arbitration through the grievance procedure.

ARTICLE V GRIEVANCE AND ARBITRATION PROCEDURE

5.1 PURPOSE

a. Employees' grievances shall be recognized and reviewed in accordance with this procedure.

b. The purposes of this procedure are:

- (1) To resolve grievances informally at the employee-supervisor level, if possible;
- (2) To provide an orderly procedure for reviewing and resolving grievances promptly;

- (3) To determine and correct, if possible, the causes of grievances;
- (4) To encourage communication between employees and those in higher authority.

5.2 DEFINITIONS

a. A "grievance" is a complaint of one (1) or a group of employees alleging a violation of the express terms of this Agreement. A grievance may also be a dispute between the County and Association alleging a violation of the express terms of this Agreement. Where the following procedure refers to an employee, that procedure shall be deemed applicable to the Association, except that the time in which to file a grievance shall not be extended because the Association did not have knowledge of the event or circumstance or circumstances causing the grievance, provided that event or circumstance is one which any employee within the representation unit could have grieved.

b. As used in this procedure the term "immediate supervisor" means the individual who assigns, reviews, and directs the work of an employee.

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 this grievance procedure, but with the written consent of both parties, the time limitation for any step may be extended.

5.4 PRESENTATION

An employee may present a grievance while on duty. The grievant may be represented by the Association or an Association representative or both at all steps in presentation of that grievance.

5.5 EMPLOYEE RIGHTS

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

5.6 APPLICATION

Grievances, as defined in Section 5.2, shall be brought through this procedure. Other grievance procedures shall not apply to employees covered by this Agreement for any purpose whatsoever.

5.7 INFORMAL DISCUSSION

The employee first shall discuss his/her grievance informally with his/her immediate supervisor. Within five (5) workdays, the immediate supervisor shall give his/her decision or response to the employee. An employee may initiate a formal or an informal grievance at a level within his/her department above his/her immediate supervisor when he/she has reason to believe that the nature of the grievance is such that it should not be discussed with his/her immediate supervisor. In such cases, the employee must have a reason for bypassing the immediate supervisor.

5.8 FORMAL GRIEVANCE - STEP 1

a. If an informal grievance as provided by Section 5.7 is not resolved to the employee's satisfaction, or if there is reason to bypass the informal step, a formal grievance may be initiated.

b. A formal grievance may be initiated no later than:

- (1) Fifteen (15) workdays after the event or circumstance occasioning the grievance was known or should have been known to the aggrieved employee; or
- (2) Within ten (10) workdays of the decision rendered in the informal grievance procedure, whichever is later.

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

d. A formal grievance shall be initiated in writing on a form prescribed by the County.

e. The formal grievance shall be initiated by filing with the person designated by the appointing authority as the first level of appeal. The employee may be represented by an Association representative.

f. Within ten (10) workdays after the initiation of the formal grievance, the person designated by the appointing authority shall investigate the grievance, confer with the employee in an attempt to resolve the grievance, and give his/her decision in writing to the employee.

5.9 FORMAL GRIEVANCE - STEP 2

a. If the employee is not satisfied with the decision rendered pursuant to Section 5.8, he/she may appeal the decision within five (5) workdays to the appointing authority, or his/her designee.

b. Within ten (10) workdays following receipt of the grievance, the appointing authority or his/her designee shall investigate the grievance, confer with the employee in an attempt to resolve the grievance, and give his/her decision in writing to the employee.

5.10 FORMAL GRIEVANCE - STEP 3

a. If the employee is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) workdays to Step 3.

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

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

- (1) Third step appeal as described in Section 5.10-d.; or
- (2) Mediation as described in Section 5.10-e.

d. Hearing and Response - Step 3:

- (1) If the Association chooses not to utilize mediation, and the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision with ten (10) workdays to the County Executive. The employee may be represented by an Association representative.
- (2) The County Executive or his/her designated representative shall either (1) respond in writing within ten (10) workdays to the grievant, or (2) give, within five (5) workdays, written notice to the grievant that the grievance is being referred to a grievance meeting within ten (10) workdays following receipt of the grievance. The County Executive or his/her designated representative shall respond in writing to the grievance within ten (10) workdays following the grievance meeting.

e. Mediation:

- (1) Grievances appealed to Step 3 may be submitted by the Association to mediation. Mediation shall take place on the first and third Tuesday of each calendar month. Subsequent days for mediation will be scheduled, if necessary. The parties agree to mutually select a panel of mediators. If the parties are unable to select a panel of mediators, they shall utilize the State Mediation and Conciliation Service.
- (2) Under no case shall the adjustment or resolution of the grievance at this level exceed forty (40) working days from the date of their

appeal to Step 3, unless extended by mutual agreement of the parties. If not extended, The Association may appeal the grievance to arbitration.

- (a) Mediators who have been selected by the parties to mediate grievance disputes will be scheduled on a rotating and available basis.
 - (b) The parties agree to meet annually in May to review the mediators listed above. The list of mediators for the subsequent year shall be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until such time as a new list is agreed to or the State Mediation and Conciliation Service are utilized.
 - (c) All costs of the mediator, if any shall be borne equally by the parties. No party shall purposely withhold information at this level but shall disclose all information relevant to the grievance for consideration by the other party.
- (3) Mediation Procedures: The mediation procedure shall be entirely informal in nature. The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one (1) party. 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. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the proceeding, both by stating their views and by asking questions of the other participants at the mediation hearing. The rules of evidence will not apply and no record of the proceedings will be made. Neither attorneys nor court reporters or any other type of note taker shall be allowed to be present at the proceedings.
- (4) If settlement is not possible, the mediator shall provide the parties with an immediate bench opinion, based on the stated grievance and the collective bargaining agreement, as to how the grievance would be decided if it went to arbitration. That opinion would not be final or binding, but would be advisory. It would be delivered orally and would be accompanied by a statement of the reasons for the mediator's opinion. The advisory opinion may be used as the basis for further settlement discussions or for withdrawal or granting of the grievance. If the grievance is not settled, granted or withdrawn, the

parties are free to arbitrate. If they do, the mediator shall not serve as arbitrator, and no offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration.

- (5) 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.
- (6) Any grievance not resolved within twenty (20) working days of the initial mediation session with no subsequent mediation session(s) scheduled and which the Association wishes to pursue may be appealed by the Association to arbitration within ten (10) working days.

5.11 ARBITRATION - STEP 4

If the County Executive or his/her designated representative fails to respond in writing as provided in Section 5.10, or if the response is not satisfactory to the Association, the Association shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the County Executive within ten (10) workdays of receipt of his/her decision.

5.12 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.

5.13 COPY OF DECISION

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

5.14 SELECTION OF ARBITRATOR

The parties to the proceedings shall be deemed to be the County and the Association, and no employee, group of employees or other persons shall be deemed to be parties to the proceedings.

The parties shall agree on an arbitrator. If they are unable to agree on an arbitrator, they shall jointly solicit from the State of California Mediation/Conciliation Service a list of five (5) arbitrators. After receipt of the list, the parties shall each alternate striking names from the list until one (1) name remains. If the sole remaining arbitrator declines appointment or is otherwise unavailable, the above process shall be repeated unless the parties are able to mutually agree upon an arbitrator.

5.15 DECISION

- a. The decision of the arbitrator shall be final and binding.
- b. The arbitrator shall have no authority to add to, delete or alter any provisions of this Agreement nor shall the arbitrator substitute his/her discretion in any case where the County is given or retains such discretion. The arbitrator shall limit his/her decision to the application and interpretation of the provisions of this Agreement. This subsection does not authorize the County to exercise its discretion in an arbitrary or capricious manner.

5.16 COSTS

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

5.17 WITNESSES

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

ARTICLE VI HOURS OF WORK AND OVERTIME

6.1 GENERAL PROVISIONS

- a. The appointing authority shall determine the hours of work for each employee in accordance with the needs of the department.
- b. A work period, including authorized absences with pay, shall be normally considered as eight (8) consecutive hours per day, exclusive of a meal period, or forty (40) hours per week.
- c. The hours of work, including authorized absences with pay, of all part-time employees shall be established by the appointing authority but shall normally be less than eight (8) hours per day or forty (40) hours per week.
- d. Upon assignment by the appointing authority, a full-time employee, that is one who works forty (40) hours per week, may work less than fifty-two (52) weeks per year.
- e. When an employee is ordered by the County to attend training, the time spent in training shall be counted as hours worked. Training which takes place during off-duty hours with attendance voluntary is not hours worked.

f. At the time of employment the individual member of the bargaining unit shall receive in writing the hours of work in which that employee is to be assigned.

g. Management or employees may initiate discussions in regards to implementing either a four-day workweek or flex time or both. At the conclusion of these discussions, if management agrees, the Director of Personnel Services will recommend to the Board of Supervisors implementation of the agreed schedule.

6.2 OVERTIME

a. All overtime worked by a nurse should be authorized in advance if possible, otherwise the claim for overtime may be subject to review. If it is not possible on the day overtime is worked to secure authorization in advance, the nurse shall record the overtime on the time sheet made available by the facility. The nurse shall notify his/her supervisor at the earliest opportunity to secure authorization. If there is to be review of the claim for overtime worked, the supervisor shall initiate such review upon the next visit by the supervisor to the work unit.

b. Overtime compensation for any nurse with regard to this section shall commence with his/her initial reporting for such duty and shall terminate when all duties in connection with the appearance have been completed.

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. Employees who work the 7/12 work schedule shall be paid as follows:

- (1) Overtime for employees on the 7/12 work schedule shall be defined as paid time worked by an employee in excess of twelve (12) hours per day, or in excess of forty (40) hours per workweek.
- (2) Overtime shall be paid or accrued at the rate of time-and-one-half for overtime worked in excess of twelve (12) hours per day, or in excess of forty (40) hours per workweek.
- (3) Employees shall receive overtime pay at the rate of time-and-one-half for hours worked in excess of twelve (12) hours per day, or forty (40) hours per workweek.

6.3 NON-EXEMPT POSITIONS

The County agrees that Medical Case Management Nurse, Senior Public Health Nurse, Public Health Nurse Levels I and II, Registered Nurse Levels I and II (includes D/CF), Senior Psychiatric Nurse, Psychiatric Nurse and Nurse Practitioner are considered as non-exempt employees under the County's overtime policy.

6.4 REST PERIODS

There shall be a minimum unbroken rest period of at least ten (10) hours between work periods except in the case of emergency situations.

6.5 OVERTIME LIMITATION

Except in emergency situations, no nurse shall be required to work overtime in excess of three (3) hours in any workday.

6.6 SPLIT SHIFTS

Nurse's regular shift shall not be split by more time than the normal meal periods.

6.7 POSTING OF WORK SCHEDULES AND DAYS OFF

- a. Work schedules and days off shall be posted fourteen (14) calendar days in advance.
- b. Nurses in permanent full-time positions in 24-hour facilities may request one (1) or more weekends off a month.
- c. Except in an emergency, the County shall grant at least one (1) weekend off per month to employees who submit their requests prior to the 15th of the preceding month. Nurses may arrange by mutual agreement between the nurses and their supervisors to have a set schedule of weekends off. If a regular nurse's scheduled weekend off is canceled, the County will endeavor to grant a replacement weekend off as soon as practicable.
- d. The County shall endeavor to grant nurses working in 24-hour facilities every other weekend off.

6.8 MEAL PERIODS

- a. Any nurse who works a full shift and who is scheduled to work eight (8) hours within a spread of eight and one-half (8-1/2) hours shall receive not less than one-half (1/2) hour for lunch. If such nurse is required to work during the meal period, such meal period shall be paid as time worked in addition to the full shift and shall be deemed time worked for the purpose of computing overtime. For the purpose of this section, lack of relief sufficient to enable nurses to leave the duty station shall be interpreted as work time for the nurse without such relief.
- b. The County will endeavor to provide an uninterrupted meal period, however, it is recognized that scheduling of meal periods may vary on a day-to-day basis depending upon patient care responsibilities.

c. If the work situation permits a meal period to be taken, nurses may be permitted an unpaid meal period of not less than thirty (30) minutes nor more than one (1) hour.

d. Nurses may be ordered by their supervisors to work during their normal meal period. If nurses so ordered to work are not relieved for any meal period within their normally scheduled hours, they shall be paid for any time worked over eight (8) hours in accordance with the overtime provisions in this Agreement.

e. Whenever it is necessary for an employee to work overtime in excess of four (4) consecutive hours, he/she shall be granted an additional unpaid meal period, the taking of which is optional with the employee.

6.9 STANDBY ASSIGNMENTS

a. Any employee who is required to remain on standby for emergency work shall be paid the equivalent of two (2) hours straight-time pay for each eight-hour standby shift, whether or not he/she is called to work.

b. Any employee who is required to remain on standby for emergency work shall be paid the equivalent of one (1) hour straight-time pay for each four-hour standby shift, whether or not he/she is called to work.

c. The employee who performs emergency work on standby duty shall be compensated therefor as overtime work. A minimum of two (2) hours overtime compensation per shift shall be paid to any employee who is called back in addition to the standby pay to which such employee is entitled pursuant to Subsection a. or b.

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

e. Nurses shall not be required to perform standby duties unless directed by the supervisor designated by the appointing authority or his/her designee to have administrative responsibility for the employee. Nurses who are so designated shall receive compensation as provided in Subsections a., b., c., and d. above.

6.10 COURT APPEARANCES

a. Any employee subpoenaed or ordered by the County for an employment-related court appearance away from their normal work site, and during their off-duty hours, shall be compensated a minimum of four (4) hours at their overtime rate for such appearance, unless canceled. An employee must notify his/her supervisor immediately upon being served with a subpoena unless the supervisor processes the subpoena.

b. If the employee is assigned to a Sheriff's Department's facility, the following procedure shall be followed:

- (1) The employee shall receive no compensation if notified that the subpoena or appearance is canceled before 1:00 p.m. of the work day or court day immediately preceding the appearance.
- (2) The employee shall otherwise receive two (2) hours compensation at the overtime rate if the subpoena or appearance is canceled after 1:00 p.m. of the workday or court day immediately preceding the scheduled appearance but before the time of such appearance, provided:
 - (a) Between 1:00 p.m. of the day immediately preceding the appearance and 8:00 a.m. of the day of the appearance, the employee's name appears upon a recorded telephone answering device which can be called by the employee during those hours to find out about the cancellation of the subpoena or appearance. (A copy of the tape shall be maintained by the Sheriff's Department Court Liaison Officer for thirty [30] calendar days following the date the name was placed on the tape.)
- (3) The employee shall receive four (4) hours straight time if after 8:00 a.m. but before the scheduled appearance, the employee contacts the Sheriff's Department Court Liaison Officer and determines that the subpoena or appearance has been canceled.
- (4) Four (4) hours straight time will be granted for court time when remaining available at the direction of the Deputy District Attorney issuing a subpoena on the date for which the subpoena is issued. Thereafter, four (4) hours will be granted for court time only upon prior authorization of the Court Liaison Office unless a new subpoena is issued.

c. An employee appearing on more than one (1) case within a four-hour time period beginning with the first appearance shall receive the minimum four (4) hours overtime compensation for only the first appearance; any other appearance(s) within the same time frame will not be compensated except for those portions of subsequent appearances which continue beyond the initial four-hour period. Where appearances on the same day are separated by four (4) or more hours, the employee shall be compensated a minimum of four (4) hours at the overtime rate of each appearance.

d. In no case shall an employee receive more than one and one-half (1-1/2) times their normal hourly rate for any hour served either in a court appearance or in any combination with compensation for remaining available or for late cancellation.

e. If an employee is called into court two (2) hours prior to start of his/her shift, that employee will be entitled to two (2) hours overtime at time and one-half (1-1/2).

f. A nurse called into court shall be compensated at the time and one-half

(1-1/2) rate from the time of the scheduled appearance until he/she is released. This overtime compensated period includes any recesses or meal periods called by the court. (This means no unpaid lunch periods shall be required to be deducted from the total court time overtime compensation.)

6.11 9/80 WORK SCHEDULES

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

b. For employees who do not receive time and one-half (1-1/2) overtime pay, the workweek will remain from 12:00 a.m. on Sunday to 12:00 a.m. the following Sunday, a period of seven (7) consecutive twenty-four (24) hour periods.

- (1) For these employees, the 9/80 work schedule is a schedule which during one (1) week of the biweekly pay period the employee is scheduled to work four (4) nine-hour workshifts for a total of thirty-six (36) hours, and during the other week of the pay period, is scheduled to work four (4) nine-hour workshifts and one (1) eight-hour workshift.
- (2) For these employees working the 9/80 work schedule who are eligible to earn straight-time overtime, overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift, and in excess of eight (8) hours when normally scheduled to work the eight-hour workshift. Overtime shall also be earned when an employee eligible for overtime is required to work in excess of thirty-six (36) hours during the week the employee is scheduled to work thirty-six (36) hours, or in excess of forty-four (44) hours during the week the employee is scheduled to work forty-four (44) hours.
- (3) When determining overtime eligibility, pursuant to Section 6.11, all paid leave except sick leave shall be counted as time worked.

c. For employees who do receive time and one-half (1-1/2) overtime pay, the individual employee's workweek must be redesignated by the County so that it commences in the middle of the eight-hour workshift as described in Subsection b.(1) above. This redesignated workweek must be in writing and specifically state the day of the week and time of day that the workweek commences and the effective date of the redesignated workweek. This must be completed and approved prior to the employee working the 9/80 schedule, and be filed in the employee's personnel file. This redesignated workweek must be changed prior to the employee altering the day of the week or time of day that the eight-hour workshift occurs; the redesignated workweek must always commence during the middle of the eight-hour workshift. This redesignated

workweek must also be changed back to the standard Sunday through Saturday workweek upon the employee moving off of the 9/80 work schedule.

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

d. Employees working a 9/80 schedule shall take an unpaid meal period in the middle of their nine-hour and eight-hour workshifts, or between the two (2) four-hour workshifts, consistent with Section 6.8. Employees may receive one (1) rest period during the first half of the employee's nine-hour or eight-hour workshift and one (1) rest period during the second half of the nine-hour or eight-hour workshift, consistent with Section 6.4. Employees who work two (2) four-hour workshifts may receive one (1) rest period during each four-hour workshift.

e. An employee shall be granted a holiday that falls on the employee's scheduled eight-hour workshift. If the holiday falls on the scheduled nine-hour workshift, the remaining hour must be taken off as leave first from accumulated compensating time off (CTO) or holiday in lieu (HIL), 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 employees on a scheduled nine-hour workshift shall result in the deduction of nine (9) hours from the employee's accrued leave balances. Full shift absences on the eight-hour workshift shall result in the deduction of eight (8) hours from the employee's accrued leave balances. Full shift absences from either four-hour workshift shall result in the deduction of four (4) hours from the employees accrued leave balances.

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

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

6.12 7/12 WORK SCHEDULE

The parties agree to meet and confer regarding the implementation of a 7/12 work schedule in the Correctional Health Division. If the parties mutually agree on such implementation, the 7/12 work schedule shall be governed as follows:

- a. Employees may be assigned by the County to a work schedule consisting of seven (7) workdays of twelve (12) hours each during a biweekly pay period. During one (1) week of the biweekly pay period, employees will work three (3) workdays of twelve (12) hours each, and during the other week, they will work four (4) workdays of twelve (12) hours each. The 7/12 workweek shall be redesignated so that the week commences in the middle of the last 12-hour workshift in the 4-day workweek and ends the following week on the same day and time, a period of seven (7) consecutive twenty-four (24) hour periods.
- b. Employees who work in excess of forty (40) hours per workweek shall be paid overtime as stated in Section 6.2. When determining overtime eligibility pursuant to Section 6.12, all paid leave except sick leave shall be counted as time worked.
- c. The 7/12 work schedule consists of eighty-four (84) hours per pay period. The additional four (4) hours above the standard 40-hour workweek shall be considered as overtime as provided in Section 6.2-c.
- d. The four (4) hours of overtime described in Section 6.2-c. shall be treated as overtime for all purposes and shall not be a factor or credit for purposes of step advancement, paid leave accruals, seniority, or any other benefit towards which overtime work is excluded in the benefit calculation. No provision of this Agreement shall be interpreted in a manner which gives the employees assigned to the 7/12 schedule greater compensation or a larger monetary benefit than that same benefit as applied to employees assigned to the five-day/eight-hours schedule.
- e. For training purposes, an employee's 7/12 workweek schedule may be modified to a schedule combining both the 8-hour workday and the 12-hour workday. An example of such a combination could be the substitution of three (3) 8-hour workdays for two (2) 12-hour workdays. In such cases, the employee shall be provided five (5) days' notice. Any change in the 7/12 workweek schedule for training purposes is not intended to modify the workweek to less than eighty (80) hours in the biweekly pay period.
- f. It is agreed that the 7/12 work schedule is being implemented on a trial

basis. It is further understood that the County will be continually examining both the short-term and long-term implications and impact of the 7/12 work schedule. It is also understood that the first full evaluation period of this work schedule shall be its first six-month period of operation.

- g. It is also understood that the County's payroll system is not designed to handle the 7/12 work schedule as set forth in the Agreement. Therefore, it is understood that employees on the 7/12 schedule may be given instructions to complete their timesheets in a manner to provide them the correct gross pay, even though the procedure utilized may not be accurate per the timesheet categories or would be a procedure not allowable for any other employee not on the 7/12 schedule.
- h. Employees on the 7/12 work schedule shall terminate all off-duty employment a minimum of twelve (12) hours prior to the start of their regular shift.
- i. Meal Periods: Employees working a 7/12 schedule normally will take a meal period in the middle of their 12-hour workshift. Employees may receive one (1) rest period during the first half of the employee's 12-hour workshift and one (1) rest period during the second half of the 12-hour workshift.
- j. Holidays: If a holiday falls on the scheduled twelve-hour workshift, four (4) hours must be taken off as leave first from accumulated compensating time off, and second from holiday in lieu or accumulated vacation time; and, if there are no leave balances, then leave without pay. If the holiday falls on an employee's scheduled day off, the employee shall accrue eight (8) hours compensating time off.
- k. Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on a scheduled 12-hour workshift shall result in the deduction of twelve (12) hours from the employee's accrued leave balances.
- l. Furlough: If a furlough days falls on the scheduled twelve-hour workshift, four (4) hours must be taken off as leave first from accumulated compensating time off, second from holiday in lieu, third from accumulated vacation time, or, if there are no leave balances, then leave without pay. If a furlough days falls on an employee's scheduled day off, the deferred furlough time may be taken on another workday approved by the employee's department.
- m. Notwithstanding any other provision of this Agreement, the County shall have in its sole discretion the right to discontinue the 7/12 work schedule. The County shall give the Association two (2) pay periods written notice of the cancellation of the 7/12 work schedule. The Association may discuss with the County the discontinuance of the 7/12 work schedule, but the

County shall not be obligated to meet and confer over such discontinuance, nor shall the decision to discontinue the 7/12 work schedule be subject to the grievance and arbitration procedure set forth in Article V.

6.13 4/10 SCHEDULES

4/10 Schedules established by a department shall comply with the following:

a. Overtime: An employee shall earn overtime compensation in accordance with Section 6.2 except that such overtime shall be earned when an employee works in excess of ten (10) hours per day or forty (40) hours per week.

b. Sick Leave: Sick leave with pay shall be accrued, and accumulated, and taken in accordance with Section 10.6 of this Agreement and Subsection d. below.

c. Vacation Leave: Vacation leave with pay shall be accrued and used in accordance with Sections 10.2 and 10.3, and Subsection d. below.

d. Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by an employee on a scheduled ten-hour workshift shall result in the deduction of ten (10) hours from the employee's accrued leave balance.

e. Holidays: An employee shall be granted the day off in accordance with Section 9.1 of the Agreement if a holiday falls on an employee's scheduled workday, except that the remaining two (2) hours must be taken off as leave first from accumulated time off, and second from holiday in lieu or accumulated vacation time; and, if there are no leave balances, then leave without pay. If a holiday falls on an employee's scheduled day off during the normal Monday through Friday workweek, the employee shall accrue eight (8) hours of compensating time off.

f. Holiday In Lieu: An employee who works in a unit for which the normal work schedule includes Saturdays, Sundays, and holidays shall accrue holiday time in accordance with Section 9.2 of this Agreement except that in-lieu days off shall be for a ten-hour workday.

g. Other Provisions: All other provisions of this Agreement shall apply to an employee who works a ten-hour day/forty-hour workweek in the same manner as such provisions apply to an employee who works a regular eight-hour/forty-hour workweek.

h. Return to Normal five-Day Schedule: The County shall have the right to discontinue the four-day work schedule by giving the Association two (2) pay periods' written notice.

ARTICLE VII SALARIES

7.1 SALARY INCREASES

a. 2022-2023 Salaries: Following the first full pay period after the Board of Supervisors' approval of a successor agreement, but no sooner than June 19, 2022, salaries shall be increased four percent (4%).

b. 2023-2024 Salaries: Following the first full pay period after the Board of Supervisors' approval of a successor agreement, but no sooner than June 18, 2023, salaries shall be increased four percent (4%).

c. 2024-2025 Salaries: Following the first full pay period after the Board of Supervisors' approval of a successor agreement, but no sooner than June 30, 2024, salaries shall be increased based on the average percent year-to-year change in the Consumer Price Index (United States City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2024, rounded to the nearest one tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) or more than four percent (4%).

d. Effective August 11, 2002, nurses who have five (5) years service since attaining the top salary step will receive a 5% retention differential. In addition, nurses who have ten (10) years of service since attaining the top salary step will receive a 5% differential. This second 5% differential is in addition to the 5% after five (5) years at top step. Both differentials shall be considered part of the hourly rate and applied to all hours paid. Following the first full pay period after the Board of Supervisors' approval of 2022-2025 Agreement, but no sooner than June 19, 2022, these retention differentials shall be eliminated and 7.5% of the differential shall be rolled into the base wage of all classes in the bargaining unit. The remaining 2.5% will be paid via the new longevity differential identified in Section 7.13.

e. Salary increases are calculated at Step "9".

f. All salary increases are approximate and may vary slightly for different classes due to rounding.

7.2 EQUITY ADJUSTMENTS

a. Effective the first full pay period after Board of Supervisors approval, but no sooner than June 19, 2022, employees in the classifications of Public Health Nurse and Sr. Public Health Nurse shall receive an equity adjustment of five percent (5%).

b. Effective June 18, 2023, employees in the classifications of Public Health Nurse and Sr. Public Health Nurse shall receive an equity adjustment of two-and-one-half percent (2.5%).

c. The equity adjustment to the related class may vary in accordance with Section 7.1 (g).

7.3 BILINGUAL/CULTURAL PAY

a. An employee who is in a selectively certified position or a special class, either of 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 shall be approved for bilingual/cultural pay if:

- (1) The department head determines that bilingual skill and/or cultural knowledge is a requirement of the employee's position; and
- (2) The employee agrees to utilize his or her bilingual ability and/or cultural knowledge on the job; and
- (3) The employee is able to demonstrate bilingual proficiency and/or cultural knowledge 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. Employees who qualify pursuant to the above shall be paid either:

- (1) Oral skill differential of \$.40 (forty cents) per paid hour per pay period; or
- (2) Oral/written skills differential of \$.50 (fifty cents) per paid hour per pay period.

e. The Department of Personnel Services shall determine if the employee is qualified to receive either the (1) Oral Skills differential, or the (2) Oral/Written Skills differential. Such determination of proficiency is not subject to the grievance and arbitration procedure.

7.4 SHIFT DIFFERENTIALS

a. **PM Shift:** A nurse shall receive PM shift differential pay if one-half or more of their work period is after 4:00 p.m. PM shift differential shall be 5% of the employee's hourly rate.

b. **Night Shift:** A nurse shall receive night shift differential pay if one-half or more of their work period is after 12 midnight or before 6:00 a.m. Night shift differential shall be 10% of the employee's hourly rate.

c. Weekend Shift: A nurse shall receive weekend shift differential pay for hours worked on Saturday and Sunday, except in the case of a night shift, it means Friday and Saturday. Weekend shift differential shall be \$1.50 per hour.

d. Such differentials shall be included in determining standby or overtime pay.

7.5 RELIEF IN HIGHER CLASSIFICATION

a. When a registered nurse is directed in writing by the administratively responsible supervisor to relieve in a higher classification the person so designated shall receive a 5% pay differential for any hours worked from the time of written assignment through the forty-fifth (45th) workday in such an assignment. The County shall provide CNA with a list of employees assigned to work in a higher classification upon request from CNA no more than once in a six (6) month period.

b. When a Public Health Nurse or Registered Nurse is assigned as a Health Department clinic manager, the nurse will receive a five (5) percent salary differential for each hour worked. There is no limitation on the number of days a Public Health Nurse or Registered Nurse may be assigned as a Health Department clinic manager. The assignment must be formally made in writing to those assigned by the administratively responsible supervisor.

c. No nurse shall be expected or required to assume additional responsibility unless designated in writing and compensated as provided in Subsection a. above.

d. No temporary assignment under this section except Subsection b. shall continue for more than forty-five (45) working days. The purpose of this restriction is to prevent the pay differential from being used to circumvent civil service appointment processes.

7.6 SALARY ADMINISTRATION

a. Entry Step:

(1) Effective July 30, 2000, the entry step within the established range for each class shall be Step "5" unless specifically designated as Step "6", "7", "8", or "9." Except as otherwise provided, 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 30, 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 30, 2000.

b. Advanced Hiring Step: The department shall review and take into consideration prior experience as a Registered Nurse when recommending advanced step hiring. A nurse may be hired at above the entry step if such nurse is eligible for appointment from a civil service list and has had experience as a visiting nurse, or as an RN in a hospital, health department, school or out-patient setting for at least one (1) year. If a person is hired at advanced step, such person shall receive one (1) additional step for each full year of similar experience. Experience considered for the purposes of this section shall not be considered in determining seniority or other benefits except as otherwise required by law. In the application of this provision, consideration shall also be given to current employees in the same class who possess comparable experience; and, if determined equivalent, the employee shall be advanced to the same step as the employee hired at advanced step. Hiring at above the entry step shall be authorized only when recommended by the appointing authority and approved by the County Executive.

c. The County shall endeavor to follow the procedures set forth in paragraph b. above. However, if the County deems necessary it shall have the ability to hire employees in the RN D/CF class at any advanced step higher than that required by paragraph (b) within the salary range. In the application of this provision, consideration shall also be given to current employees in the RN D/CF class who possess comparable experience; and, if determined equivalent, the employee shall be advanced to the same step as the employee hired at advanced step.

d. 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.

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

f. 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.

g. Promotion: Advancement from a position in one (1) class to a position in a higher class, defined as one having a maximum salary rate at least one (1) step (at least 5%) higher than the employee's former class.

- (1) Upon promotion of an employee within the unit to a higher class, the employee shall receive the lowest step in the new class which provides an increase of at least 5%.

- (2) Upon promotion of an employee from outside the unit to a class in the unit, the employee shall receive the lowest step in the new class which provides an increase of at least 5%. Extra-help employees shall be placed at the lowest step in the new class.

h. 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 is less than 5% lower.

i. 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.

j. 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.

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

l. 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 the Agreement.

m. 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 promotions.

n. 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.

o. **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".

p. **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.

q. **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.

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

s. **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.

7.7 SALARY STEP INCREASES

a. Increases to steps above the entry step shall be based on performance and length of service. The employee must have earned the equivalent of at least twenty-six (26) biweekly pay periods of full-time eligible service since his or her step increase date.

b. Except as otherwise provided below, an employee's step increase date shall be the first day of the first full biweekly pay period in any class or the date of his or her last step increase, whichever is most recent.

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

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

e. Upon promotion from outside the unit to a class in the unit, an employee shall receive a new step increase date when the salary increase received is 9.5% or higher. Employees in the unit shall be governed by the salary administration provisions.

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. Overtime work shall not be considered as eligible service.

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

i. On-call employees are eligible for step increases pursuant to the above provisions.

7.8 CORRECTION OF PAYROLL ERRORS

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

b. As used in this section:

- (1) "Base Salary" means the biweekly rate of pay including special pay allowances and differentials but excluding overtime cash payment.
- (2) "Overtime Cash Payment" means authorized pay for working in excess of a prescribed number of hours, usually eight (8) hours per day or forty (40) hours per week.
- (3) "Paid Leave" means vacation, sick leave, compensating time off, and all other types of authorized leave with pay.
- (4) "Overpayment" means any cash or leave (balance, usage or accruals) that has been overpaid or overcredited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- (5) "Underpayment" means any cash or leave (balance, usage or accruals) that has been underpaid or undercredited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.

c. If the error has resulted in an overpayment or underpayment, reimbursement shall be made to the County if the error was an overpayment, or by the County if the error was an underpayment, in the amount which has occurred within one

(1) year prior to the date of the Director's initial written notice to the employee, or the employee's written notice to the Director.

- (1) In the case of overpayment in salary, reimbursement of the overpayment shall be made through one (1) or a combination of the following methods at the nurse's discretion.
 - (a) In cash payment(s) mutually agreed to by the employee and the Department of Personnel Services.
 - (b) Installments through payroll deduction to cover the same number of pay periods over which the error occurred. If the installments exceed 10% of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least 10% of the employee's base salary including incentives, et cetera.
- (2) In case of overcrediting of paid leave accruals, balances, or usage, a one-time only leave adjustment to CTO, HIL, or vacation equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave). A charge against future accruals shall not be permitted. If the balances are not sufficient to cover the overpayment, reimbursement of the overpayment shall be made through one (1) or a combination of the following methods at the nurse's discretion:
 - (a) payroll deductions of the overpayment from the employee's future salary shall be made in installments until the overpayment is fully reimbursed. If the installments exceed 10% of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least 10% of the employee's base salary including incentives, et cetera. Or,
 - (b) a single cash payment may be made by the employee.
- (3) In the case of an underpayment the County will expedite reimbursement to the employee via an in lieu warrant, a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
- (4) An employee whose employment terminated prior to full reimbursement of an overpayment shall have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County shall have the right to exercise other legal means to recover the additional amount owed.

- (5) Any amount of overpayment or underpayment for any period earlier than one (1) year prior to the date of the Director 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 underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

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

7.9 CORRECTIONAL RECRUITMENT INCENTIVE

A Nurse Practitioner assigned to work in a Correctional Institution shall receive a 25% differential. Employees in the Registered Nurse D/CF will not be entitled to this differential and the hourly wage for the classification, as identified in Exhibit B, shall include all compensation related to work in a correctional facility. CNA agrees to support efforts by the County to establish a separate Nurse Practitioner D/CF classification.

7.10 SACRAMENTO MENTAL HEALTH TREATMENT CENTER DIFFERENTIAL

Employees in the Psychiatric Nurse or Senior Psychiatric Nurse classes assigned to MHTC shall be eligible to receive a differential of 15% of the employee's hourly rate paid biweekly.

Prior to February 1, 2023, the parties agree to reconvene to discuss options that would allow incorporation of this differential into base pay for Psyche Nurses and Sr. Psyche Nurses permanently assigned to the Sacramento Mental Health Treatment Center.

7.11 MULTI-LEVEL SALARY CLASSIFICATIONS

a. The salary level at which initial appointments are made to classes with more than one (1) salary level, and advancement from the lower to the higher salary level of such classes (for example, from Level I to Level II) are at the discretion of the

appointing authority provided the minimum qualifications as stated in the class specifications as adopted by the Civil Service Commission are met. Advancement from the lower to higher salary level shall not be arbitrarily or capriciously denied.

b. By virtue of this provision, the Civil Service Commission is given the authority by both the County and the Association to determine the appropriate minimum qualifications for the salary levels of current and new classes. However, neither the Association nor the County have transferred or assigned any meet and confer rights or obligations regarding the establishment of minimum qualifications for salary levels to the Civil Service Commission.

7.12 RECRUITMENT AND RETENTION

If the County determines, during the term of this Agreement, that it is experiencing recruitment/retention problems for a specific class or classes, the County will ask the Association for concurrence to amend this Agreement to increase salaries and/or to apply other recruitment/retention incentives, as appropriate, for the specific class or classes.

7.13 LONGEVITY

Beginning the first full pay period following Board of Supervisors approval but no sooner than June 19, 2022, permanent employees who reach ten (10) years of full-time service shall receive a 2.5% differential. Less than full-time permanent employees shall become eligible upon working the equivalent of ten {10} years of full-time service.

ARTICLE VIII DEFERRED COMPENSATION

8.1 DEFERRED COMPENSATION – REGULAR EMPLOYEES

Full-time regular employees shall be eligible to participate in the County Deferred Compensation Program. The County will conduct periodic enrollment for all eligible County employees.

8.2 DEFERRED COMPENSATION – TEMPORARY EMPLOYEES

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

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

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

ARTICLE IX HOLIDAYS

9.1 HOLIDAYS

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

- (1) The holidays as of June 30, 1986: January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, June 19, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving Day, and December 25.
- (2) 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.
- (3) 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.

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.

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

9.2 IN LIEU HOLIDAYS

a. Regular employees who work in a unit for which the normal work schedules include Saturdays, Sundays and holidays shall be granted one (1) day off every four (4) weeks in lieu of prescribed holidays. Such time off shall be designated in the employees' regular work schedules. If not scheduled and taken every four (4) weeks, such time shall accrue at the rate of 4.3 hours for each biweekly pay period. If employees are required to work on a day which has been scheduled as a day off in lieu of prescribed holidays, they shall receive overtime compensation as provided in Section 6.2. Effective December 18, 2022, the accrual rate shall increase to 4.6 hours for each biweekly pay period.

b. Notwithstanding the above, each nurse shall be scheduled off work on at least one (1) of the following holidays each year: Thanksgiving Day, Christmas Day, New Year's Day. Any nurse who works evening or night hours may, at the nurse's option, have the day preceding the holiday off in lieu of the actual holiday, provided that the nurse requests the day off reasonably in advance.

9.3 HOLIDAY PAY POLICIES

Except as provided in Section 9.2, any regular employee who works on a recognized holiday shall, in addition to regular pay for the day, receive compensation calculated at time and one-half (1 and 1/2) for all hours worked.

9.4 HOLIDAY WHILE ON VACATION

If a holiday falls during the nurse's vacation, an extra day shall be added to the vacation.

ARTICLE X LEAVES

10.1 VACATIONS

Vacations with pay shall be earned by regular and extra-help employees (as defined in Sections 2.78.276 and 2.78.545, respectively, Sacramento County Code) based on the equivalent of full-time service from the date of appointment. Vacation credit shall accrue to the employee on the first of the biweekly pay period following that in which it is earned.

10.2 VACATION ACCRUAL

All employees hired on or after June 28, 1992, shall accrue vacation and accumulate vacation in accordance with the following schedule:

Years of Service	Approximate Biweekly Accrual Rate	Number Days*	Accrued 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	400
More than 9 years, less than 10 years	5.8 hours	19	400
More than 10 years, less than 11 years	6.2 hours	20	400
More than 11 years, less than 12 years	6.5 hours	21	400
More than 12 years, less than 13 years	6.8 hours	22	400
More than 13 years, less than 14 years	7.1 hours	23	400
More than 14 years, less than 15 years	7.4 hours	24	400
More than 15 years	7.7 hours	25	400

*eight-hour day

10.3 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. After six (6) months from the date of hire, the procedures as set forth in Section 10.4 and 10.5 below shall apply. An employee who separates or is terminated from County service or who takes military leave in excess of one hundred eighty (180) calendar days shall be paid the monetary value of his/her full terminal vacation.

b. Any employee appointed in accordance with the rules governing reinstatement following resignation in good standing shall be considered as a new employee; provided, however, that a reinstated employee shall be eligible to use accrued vacation within the first six (6) months of service, subject to the needs of the department.

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

10.4 SCHEDULING OF VACATION IN 24-HOUR FACILITIES

a. Supervisors shall prepare for their nursing units a schedule of available vacation periods based upon efficient staffing of the unit in relation to estimated workload.

b. Not later than March 15 of each year, individual nurses desiring vacation from the period of April 1 of the year to March 31 of the next year, must submit a vacation request indicating first and second choice date desired. Persons not requesting vacation by this date who later desired to take vacation must accept open dates remaining.

c. No person, regardless of seniority, will be permitted to "bump" on the vacation schedule after it has been finalized.

d. An employee requesting two (2) or more non-continuous vacation periods may apply seniority only to the first period, until all other employees have had the opportunity to exercise their choice. Seniority will then also apply to the second request.

e. Not later than April 1st of each year, the supervisors will publish and post the vacation schedule. Deviations by individuals from the schedule will be permitted during the year, but only to accept open dates remaining. Except for vacation requests for the Thanksgiving, Christmas, and New Years Day holidays, the supervisor will endeavor to respond to a vacation request within ten (10) calendar days of the request, but in no event will the response be made later than fifteen (15) days following submission of the vacation request.

f. In an emergency the supervisor will retain the right to cancel any vacation scheduled. An emergency is defined as a sudden, generally unexpected occurrence or set of circumstances, demanding immediate action.

g. Vacation requests will not be unreasonably denied.

10.5 SCHEDULING OF VACATION IN OTHER THAN 24-HOUR FACILITIES

a. Vacation periods shall be scheduled and approved by the supervisor based on staff requests and service needs.

b. The nurse should make his/her best effort to request such vacation no less than one (1) month in advance of the requested time.

c. In situations involving more than one (1) nurse, the rule of seniority shall apply when one (1) or more persons request the same time period.

d. No person, regardless of seniority, will be permitted to "bump" on the vacation schedule after it has been finalized.

e. In an emergency the supervisor may cancel any vacation scheduled. An emergency is defined as a sudden, generally unexpected occurrence or set of circumstances, demanding immediate action.

f. Except for vacation requests for the Thanksgiving, Christmas, and New Years Day holidays, the supervisor will endeavor to respond to a vacation request within ten (10) calendar days of the request, but in no event will the response be made later than fifteen (15) days following submission of the vacation request.

g. Vacation requests will not be unreasonably denied.

10.6 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.

Temporary employees shall receive the equivalent of three days of sick leave per calendar year, dependent of the employee's work schedule (i.e. 9/80, 4/10, 12 hour shifts) up to a maximum of thirty-six (36) hours. 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.

b. Employees are entitled to use sick leave consistent with reasons in 10.6(c) for the following relationships to the employee:

- 1) Self;
- 2) Child (biological, adopted foster, step, legal ward, or a child to whom the employee stands in loco parentis);
- 3) Parent (biological, adoptive, foster, step, legal guardian to employee or employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor child);
- 4) Spouse;
- 5) Registered Domestic Partner;
- 6) Grandparent;
- 7) Grandchild;
- 8) Sibling;
- 9) Any other close relative or child who resides with the employee

c. Sick leave shall be provided in accordance with applicable state/federal laws for the relationships in 10.6(b) for the following purposes:

- 1) Employee is physically or mentally unable to perform his/her duties due to illness, injury, dental work or medical condition, including pregnancy;
- 2) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or employee's family member, including childbirth (inclusive of transportation to and from medical facility);
- 3) For an employee who is a victim of domestic violence, sexual assault, or stalking as defined in Labor Code Sections 230(c) and 230.1(a); 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;

d. The appointing authority may require reasonable substantiation of the need for, and use of, sick leave except where prohibited by state or federal leave protections. Requests for substantiation by the appointing authority may be made up to two (2) hours after the start of the employee's shift for which they called off sick.

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

10.8 PAY FOR SICK LEAVE

Pay for sick leave shall be the base pay plus any special pay or differential to which the nurse would have been entitled had the regular schedule been worked on the day or days of illness.

10.9 SICK LEAVE REPORT

The County shall provide the nurse with a written account of the sick leave the nurse has earned, has taken, and has remaining.

10.10 SICK LEAVE WHILE ON VACATION

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

10.11 SICK LEAVE INCENTIVE PROGRAM

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

b. Regular employees must be continuously on the County payroll and eligible to earn and use sick leave during the entire 26-week period from Pay Period #1 through #13, and from Pay Period #14 through #26. Any employee on an unpaid leave of

absence during a portion of the designated 26-week period is excluded for that time period. Any employee during the designated 26-week period who receives pay pursuant to Labor Code Section 4850 or who receives SDI integration pursuant to Section 11.4 or who selects the disability leave option pursuant to Section 10.17, is excluded from participation for that time period. Any employee who was temporary and transferred to a permanent position during the designated 26-week time period is excluded for that time period.

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

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

10.12 LEAVES OF ABSENCE

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

10.13 ACCRUED RIGHTS

A nurse shall continue to accrue all rights and benefits during any leave with pay.

10.14 JURY DUTY

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

b. Such employee shall notify his/her appointing authority immediately upon receiving notice of jury duty.

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

10.15 FAMILY DEATH LEAVE

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

- (1) spouse
- (2) registered domestic partner
- (3) child
- (4) child of registered domestic partner
- (5) parent
- (6) grandparent, grandparent in-law, great grandparent
- (7) grandchild, great grandchild
- (8) brother
- (9) sister
- (10) brother-in-law; brother of registered domestic partner; registered domestic partner of brother
- (11) sister-in-law; sister of registered domestic partner; registered domestic partner of sister
- (12) mother-in-law; mother of registered domestic partner
- (13) father-in-law; father of registered domestic partner
- (14) any child or close relative who resided with the employee at the time of death.

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

c. Such absence for family death shall be limited to time which is definitely required and shall not exceed five (5) days for any one (1) death. Family death leave benefits will be prorated for part-time employees based upon the number of hours worked (for example, a half-time employee to a maximum of twenty [20] hours, four-fifths employee to a maximum of thirty-two [32] hours, a full-time employee to a maximum of forty [40] hours).

d. The intent of this benefit is that it be used within reasonable proximity of the death of the relative unless there are circumstances present which are clearly beyond the control of the employee.

10.16 MILITARY LEAVE

Employees shall be granted military leave as required by statute.

10.17 DISABILITY LEAVE

a. An employee who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination as the appointing authority deems necessary. He/she 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 he/she has accrued. Such disability leave with pay shall be charged against the employee's accrued leave with pay.
- (2) During any period of disability for which payment is provided under worker's compensation insurance, the employee shall elect to either:
 - (a) Retain any worker's compensation benefits received during the pay period and receive full pay. The employee shall use their accrued sick leave, vacation, CTO, and HIL on an hour-for-hour basis to cover all hours the employee is absent from duty due to the work-related disability during the applicable pay period. Or,
 - (b) Retain any worker's compensation benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the worker's compensation benefits added together are equivalent to the employee's full pay. The employee shall use their accrued sick leave, vacation, CTO, and HIL in an amount equal to one-half of the number of hours the employee was absent from work during the pay period due to the work-related disability. If, however, the amount of the workers' compensation benefits is subtracted from the employee's full pay for the time off due to the disability, and the remainder is less than one-half of the amount of such full pay, then only the number of leave balance hours necessary to equal that remainder shall be charged.

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

10.18 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 Association a copy of the standardized County Policies and Procedures regarding the implementation of this program.

10.19 PARENTAL LEAVE

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

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

c. The maximum paid parental leave for full-time regular employees shall be 160 hours. Parental leave shall be prorated for part-time regular employees. Parental leave shall not extend beyond four (4) months from either: (1) the date of birth of the employee's child, or (2) in the case of adoption, the initial date of residence of such child with the employee. The maximum 160 hours shall apply to each birth or adoption, regardless of the number of children born (twins, triplets, et cetera) or adopted.

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

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

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

g. Use of parental leave does not reduce or adversely affect the maximum one (1) year unpaid leave of absence that an employee may request for child care or family reasons following the birth or adoption of a child.

10.20 COUNTY EMPLOYEES AS VOLUNTEER POLL WORKERS PROGRAM

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

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

- (1) The employee has successfully applied for and has been selected and found qualified by the Sacramento County Registrar of Voters to serve as a volunteer poll worker;
- (2) The employee has made a request in writing to his/her appointing authority for an absence from County employment as is necessary to attend and complete Poll Worker Training as directed by the Registrar and an absence for the employee's entire regularly scheduled work day on election day to serve as a volunteer poll worker in Sacramento County;
- (3) On the day of the election the employee has fully executed his/her responsibilities as a poll worker and reported to his/her assigned polling place at the designated time, performed all duties appointed by the County elections official and as required by applicable state and federal elections laws, and remained on duty until the poll was properly closed and secured and until released by the County elections official. As a volunteer, the employee is entitled to receive the normal stipend paid by Voter Registration and Elections to all volunteer poll workers. The stipend shall not be counted in any computation of the total wages or compensation paid the employee by reason of his/her regular employment with the County.

c. Any regular County employee who qualifies and is approved for the County Employees as Volunteer Poll Workers Program will receive his/her regular pay while on paid leave from County employment for one regularly scheduled work day 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 XI HEALTH AND WELFARE

11.1 GENERAL PROVISIONS

a. Eligibility. All regular full-time employees of the unit shall be eligible to participate in County-sponsored insurance and benefit programs defined in this article. Regular part-time employees who work a minimum of forty (40) hours per biweekly pay period shall also be eligible to participate.

b. Dependent Eligibility. For all programs covered in this article, eligible dependents are an employee's lawful spouse or domestic partner (as defined by Section 297 of the California Family Code), and unmarried children (natural, step, adopted, legal guardianship, and/or foster) of the employee or domestic partner, who are qualified IRS dependents of the employee or domestic partner, up to 23 years of age. Disabled dependents may be able to continue coverage beyond the limiting age if the disability occurred while the dependent was covered under a County-sponsored medical plan or prior to the dependent's 19th birthday, and is certified by a licensed physician.

c. Enrollment In Benefits Plans.

- (1) All new employees shall automatically be enrolled in the default level of medical, dental, and basic life insurance coverage. Employees shall be charged the applicable level of employee contribution, if any, for each plan. During the first thirty (30) days of employment, an employee may waive coverage under the medical plan by providing proof satisfactory to the plan that the employee has other group medical insurance coverage. An employee may also change their health plan or coverage option under the plan (e.g. from employee only coverage to an option that includes dependent coverage) during the first thirty (30) days of County employment. Failure to make any change within the thirty (30) day initial enrollment period shall be considered an irrevocable election for the default coverage.
- (2) Employees subsequently desiring to make a coverage change may do so only under the following circumstances: (1) during any annual enrollment period for coverage effective on the first day of the following calendar year; (2) upon the occurrence of certain qualifying events as prescribed by the Health Insurance Portability and Accountability Act; or (3) upon the occurrence of certain specified family status change events as governed by Internal Revenue Code Section (IRC) 125 and authorized under the County's Section 125 qualified cafeteria benefits plan. Employees seeking to waive coverage shall show proof satisfactory to the plan that the employee has other group medical insurance coverage.

d. Taxes on Benefits. Employee contributions for health insurance shall be deducted from employee pay on a pre-tax basis unless otherwise prohibited by the Internal Revenue Code. The employee will be responsible for any tax consequences resulting from the inclusion of a registered domestic partner and the child of registered domestic partner under the health and welfare benefits offered pursuant to this Agreement.

e. The parties recognize that during the term of this Agreement, it may be necessary for the County to reopen this Article of the contract for the exclusive purpose of negotiating health benefit changes. Where the County finds it necessary to make such changes, the County shall notify CNA in writing. CNA shall request to meet and confer over any proposed changes within fifteen (15) business days. The parties agree to meet and confer in good faith pursuant to G.C. 3500 et seq. It is the intent of the parties to utilize this process to maintain to the extent permissible the health care benefits and coverage currently provided.

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

11.2 MEDICAL INSURANCE AND HEALTH PLANS

The County shall pay a monthly contribution for any of the medical insurance or health plans made available to employees pursuant to this Agreement. The County contribution shall be applicable to the coverage level selected by the employee. If the cost of the coverage exceeds the maximum County contribution, the employee shall pay the additional cost.

- a. Tier A: Employees hired prior to January 1, 2007, will be placed in Tier A. Effective January 1, 2007, employees in Tier A will receive a maximum County contribution of 80% of the Kaiser family rate for 2007. Effective January 1, 2008, the County insurance contribution shall be frozen at the level in effect on December 31, 2006 (\$743.04), as well as entitlement to cash back, cash back maximums, plan selection incentive and FICA reductions, if applicable. This County contribution arrangement shall be henceforth referred to as Tier A. Employees in Tier A shall remain in this tier unless they voluntarily elect to move to Tier B. Such election by an employee to move to Tier B shall be irrevocable once made.
- b. Tier B. The County shall provide an insurance contribution, henceforth known as Tier B, for employees starting employment with the County on or after January 1, 2007, and employees who were in Tier A and have voluntarily elected to participate in Tier B. The County contribution shall be reset annually on January 1 of each year. The County contribution amount shall be 80% of the premium amount for the health plan and level of coverage selected provided, however, that the maximum amount of the contribution shall be 80% of the premium amount for the least expensive, full coverage HMO health plan option offered by the County, for the level of coverage selected by the employee. The employee shall pay through

payroll deduction any additional premium not paid by the County contribution that is required for the plan option and level of coverage selected by the employee, or the default coverage if the employee did not select another plan or waive coverage as specified under the provisions of this Agreement.

- c. Effective January 1, 2008, or later, as determined by the County, employees shall be provided with at least the following:
 - (1) Medical Plan Options:
 - (a) A traditional Kaiser Foundation health maintenance organization plan
 - (b) A traditional non-Kaiser Foundation health maintenance organization plan
 - (c) Up to two (2) high deductible health plan options, with a voluntary health savings account.
 - (2) Elimination of the Catastrophic health plan.
 - (3) Coverage Levels. Status quo shall continue for employees desiring coverage under the County medical insurance plans. Employees may elect coverage under one (1) of the following levels:
 - (a) Employee only
 - (b) Family

Premiums for insurance coverage shall be based on the level of coverage selected.
- d. The default medical plan enrollment shall be the County's lowest premium high deductible health plan, employee only coverage. The employee shall be responsible for paying 20% of the premium for this coverage on a pre-tax, payroll deduction basis.
- e. All co-payments will remain at their respective 2006 levels for the duration of the agreement.

11.3 RETIREE HEALTH SAVINGS PLAN

Effective, December 24, 2006, or as soon as administratively possible, the County shall establish a retiree health savings plan (RHSP) by contributing an amount of \$25.00 to the employee's RHSP each biweekly pay period.

11.4 DENTAL PLAN

Employees in the unit shall enroll in the County's dental insurance plan. The County shall pay 100% of the cost for dental coverage for employees and covered dependents. The default level of dental insurance coverage shall be employee only coverage.

11.5 LIFE INSURANCE

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

b. **Voluntary Options:** The County shall provide additional options to permit employees to elect up to five (5) times their annual salary to a maximum of \$600,000 of provided and purchased life insurance. Premium rates for these supplemental options shall be determined by the County based on the quotation from the insurance carrier selected by the County to provide the life insurance.

c. **Living Benefit:** The life insurance benefit includes a "living benefit" option. To be eligible for this "living benefit," the claimant must be diagnosed terminally ill (with life expectancy of twelve [12] months or less); not have assigned his or her employee life benefits; and not have a court order in force which affects the payment of life insurance benefits. The life insurance benefit will pay a benefit of up to 90% of the combined basic and any supplemental life amounts. The maximum amount of the living benefit is \$600,000. Should the employee recover, the amount paid under this provision would be subtracted from the face amount of his/her full benefit at the time of death.

d. **Dependent Benefit:** A life insurance benefit of \$2,000 is provided for each dependent spouse/domestic partner and dependent children up to age 26 in addition to the basic life benefit provided to employees. No enrollment of dependents is generally required. However, domestic partners and/or their dependents must be enrolled in the program as the dependents of an employee in order to be eligible for the dependent benefit and to pay imputed income under IRS rules.

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

11.6 EMPLOYEE ASSISTANCE PROGRAM

a. The County will make an employee assistance program (EAP) available to each eligible employee. The EAP will provide personal counseling for employees and/or their dependents. The counseling is intended to assist employees and eligible dependents who are experiencing personal problems such as family/marital problems, personal/emotional problems, substance abuse problems, and work-related problems.

b. The County will pay the cost of short-term counseling, not to exceed six (6) sessions of approximately one (1) hour each per incident per calendar year for each employee and each covered dependent. Participation in the Employee Assistance Program shall be confidential unless written consent is given by the employee or family member.

c. Enrollment of dependents is generally automatic; no enrollment form shall be required. Domestic partners and/or their dependents must be enrolled as the dependents of an employee in order to be eligible for dependent benefits under this program.

d. It is understood that the County will provide EAP services through an independent contractor. The County may from time-to-time in its sole discretion change contractors for this service.

11.7 FLEXIBLE SPENDING ACCOUNTS

The County will provide a flexible spending account, which provides employees with the options of dependent care assistance with a calendar year maximum of \$5,000, and unreimbursed medical expenses with an allowance of the IRS maximum established in the prior calendar year. The County shall maintain this plan in compliance with IRC §125. Employee premiums for flexible spending account benefits shall be deducted on a pre-tax basis from employee pay.

11.8 STATE DISABILITY INSURANCE

a. The County shall maintain State Disability Insurance (SDI), at the employee cost, for employees in classes covered by the Agreement. This section shall not be valid if the membership elects to withdraw from SDI during the term of this Agreement and the State has approved withdrawal from SDI.

b. Employees who are absent from duty because of illness or injury and have been authorized to use County-paid leave benefits, sick leave, vacation, compensating time off, holidays and holiday-in-lieu time, shall be eligible to integrate the payment of State Disability Insurance benefits with such County-paid leave benefits. No integration of County-paid leave benefits and State Disability Insurance shall occur unless the appointing authority has approved the use of the County-paid leave benefits by the employee requesting integration.

c. Integration of County-paid leave benefits with State Disability Insurance will require detailed procedures which the County shall, in its sole discretion, implement to ensure the equitable application of the program consistent with this Agreement provision. In accordance with current County policy, integration of County-paid leave balances and State Disability Insurance shall not be paid in a retroactive manner.

d. Integration of County-paid leave balances and State Disability Insurance shall take place subject to the following conditions:

- (1) The intent of this program and contract provision is to insure that those employees who participate in the program comply with all applicable laws, policies, and procedures established to provide integration of County-paid leave balances and State Disability Insurance so as to provide a combined biweekly adjusted net income equivalent to 100% of regular net income - gross income less required deductions, such as taxes, retirement, State Disability Insurance premiums, and other mandatory deductions - as long as such eligible disability qualifies and available leave balances are authorized by the appointing authority. Other employee authorized deductions shall be deducted from the resultant net pay.
- (2) Upon approval of the use of County-paid leave benefits by the appointing authority and the employee's established eligibility for State Disability Insurance, the County shall make leave accrual payments to the employee in the usual manner except that the net pay, including State Disability Insurance benefits and net County pay, shall not exceed 100% of the regular net pay. If State Disability Insurance benefits equal or exceed 100% of the regular net pay, no County payment shall be made. County-paid leave benefits shall be used in the following order: sick leave, vacation, compensating time off, and holiday-in-lieu time.
- (3) Special pay allowances not of a permanent nature, such as overtime compensation, standby, night shift differential, call back or out-of-class pay, shall not be counted in determining the employee's gross or net pay.
- (4) Sick leave, vacation, and holiday-in-lieu shall not accrue during any pay period in which the employee receives County-paid leave benefits integrated with State Disability Insurance payments, except that the employee shall accrue sick leave, vacation, and holiday-in-lieu for any actual hours worked during a pay period in which integration occurs. Service credits toward seniority and step increase eligibility shall not be affected by any pay period during which an employee is on the integrated leave and State Disability Insurance program.

- (5) When an employee exhausts all available County-paid leave balances, the employee shall either return to work or request an unpaid leave of absence from his/her appointing authority. Regardless of whether the employee continues to receive State Disability Insurance payments, once all County-paid leave balances are exhausted, County compensation shall cease unless the employee returns to work.
- (6) The County shall continue its contributions towards the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods which include County payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain insurance coverage when County contributions cease.
- (7) Eligible part-time employees shall be included in this program on a prorated basis.

e. In the event the County determines that legislative or judicial determinations cause changes which in any way restrict, reduce or prohibit this program operation, it shall immediately and automatically terminate without any further action by either party to this Agreement.

11.9 JOINT LABOR-MANAGEMENT HEALTH AND WELFARE COMMITTEE

The parties agree to work cooperatively in an ongoing joint labor-management health and welfare committee forum to review and address health and welfare issues that are of vital interest to both parties. The parties acknowledge that the health insurance marketplace is constantly changing and it is imperative that they remain engaged in ongoing dialogue and discussions regarding benefits issues.

11.10 MALPRACTICE INSURANCE

a. The County agrees to deduct from payroll warrants and to transmit to Association premiums for malpractice insurance offered by Association to its members. Such deductions, with Association dues shall not exceed \$99.99 in respect to any warrant. Association agrees to indemnify, defend, and hold County harmless against any claims made of any nature and against any suit instituted against County arising from its checkoff for such premiums.

b. Solicitation and servicing of Association insurance benefit programs shall not interrupt on-duty employees nor be conducted in County facilities without prior approval of County.

11.11 AUTOMOBILE LIABILITY INSURANCE

The County agrees to continue automobile liability insurance under the County's self-insured program for all classifications of R.N.'s using a County vehicle. This includes transportation of patients.

11.12 RETIREE HEALTH CONTRIBUTION

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

ARTICLE XII RETIREMENT PLAN

12.1 RETIREMENT CONTRIBUTION

a. The County will pay one-half of the employee's normal retirement contribution including one-half of the cost-of-living contribution in accordance with the provisions of the County Employee's Retirement Law of 1937.

b. Effective September 20, 1992, the County will no longer pay one-half of the employee's normal retirement contribution as provided in a. above.

12.2 DISABILITY RETIREE-RETURN RIGHTS

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

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

12.3 TIER 3 RETIREMENT

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

b. Employees hired prior to June 27, 1993, who are members of Tier 2, shall be given a one-time opportunity to transfer to Tier 3. These employees who elect to

transfer to Tier 3 also transfer their prior service credit in Tier 2 to Tier 3 with no additional employee contributions being required for the transfer of this prior service.

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

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

e. The parties agree that all employees hired after June 27, 1993, will be placed in Retirement Tier 3, with no option to elect Retirement Tier 2.

12.4 RETIREMENT ENHANCEMENT MISCELLANEOUS

a. Effective June 27, 2004, or sooner if agreement is reached with all other recognized employee organizations representing miscellaneous members, the County will implement the 2% @ age 55 ½ plan and employee purchase of prior service credits to a maximum of four (4) years. The election to purchase shall be open ended with the employee purchase of the employee's share, County's share, and accumulated interest.

b. Reduction in CPI salary increase of 3.0% to offset increased retirement costs for Association represented miscellaneous members effective with the implementation date of retirement enhancement. If the CPI increase is less than 3.0%, the CPI for the next year will be further offset for the difference so that the total offset is 3.0%.

12.5 TIER 4 RETIREMENT

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

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

12.6 TIER 5 RETIREMENT

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

12.7 RETIREMENT COST SHARING

a. Effective January 1, 2018, employees will pay one-half of the difference, if any, between the present employee contribution and 50% of the County combined employee and employer normal cost as defined in the County Employee Retirement Law of 1937 (1937 Act).

b. Effective July 1, 2018, employees will pay three-quarters of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees Retirement Law of 1937 (1937 Act).

c. Effective July 1, 2019, all employees will pay 50% of the combined employee and employer normal cost as defined in the County Employee Retirement Law of 1937 (1937 Act).

ARTICLE XIII CONTINUED EDUCATION

13.1 IN-SERVICE EDUCATION

a. Sacramento County will maintain and staff a continuing In-Service Education Program for all County-employed Registered Nurses. The program will be staffed by Registered Nurse(s) with appropriate education and experience qualifications necessary to plan, organize, direct, conduct, coordinate and evaluate such a program. The educational programs presented by such an In-Service Education Program will be available to all nurses on all shifts, and will provide CEUs (Continuing Education Units) when appropriate. Nurses serving on shifts or in areas which are not sufficiently staffed to allow for attendance at such programs will be provided relief for the purpose of attending the in-service education sessions.

b. The In-Service Education Programs provided for under Subsection a. above will include plans for nurses employed at any other County department whenever such in-service education programs are appropriate for those nurses. Arrangements will be made to permit nurses to attend.

c. The County will endeavor to provide ten (10) hours of in-service education per year.

13.2 EDUCATIONAL LEAVE

a. It is the policy of the County to encourage staff development by allowing time off from work with pay for employees to attend workshops and for BRN approved courses. This policy shall be in addition to present departmental policy regarding attendance at work-related workshops, seminars, and conferences to which the employee is sent by the County at County expense.

b. The appointing authority may grant time off if workload permits, under the following conditions:

- (1) The employee has had six (6) months full-time employment in this department.
- (2) The employee's request is submitted in writing fourteen (14) calendar days in advance whenever possible.
- (3) The maximum time off allowed is forty (40) hours per fiscal year. For employees on alternate work schedules:
 - (a) The employee may take an entire shift off to attend Educational courses and may choose any of the following:
 - i. The employee may utilize Education Leave time in excess of eight (8) hours to fulfill their normally scheduled hours in a day, until education leave balance is exhausted.
 - ii. The employee may utilize vacation, compensation time off (CTO) and/or Holiday in Lieu (HIL) to cover the remaining hours beyond the eight (8) hour schedule to fulfill their normally scheduled hours in a day. If there are no more leave balances, the employee may take leave without pay.
 - iii. 7/12 scheduled employees may elect to follow section ii above or elect, with management's approval, to adhere to section 6.12e.
- (4) No County payment may be allowed for any expenses, including travel.
- (5) No overtime will be earned or claimed.

- (6) A reasonable amount of time shall be allowed for travel by the most expeditious means to reach and return from the conference, within the five-day limitation.
- (7) The employee may use approved educational leave on the day before or the day after their day off if the class falls on their day off.
- (8) Educational leave may be utilized for continuing education approved Home Study courses. The employee will provide the number of hours for the class when requesting educational leave time and will provide proof of completion of the class by the course provider when returning from the educational leave, but no more than 60 days after returning from educational leave.

c. The County will notify the employee of the decision on the request seven (7) calendar days after the request is submitted. Requests for Education Leave will not be unreasonably denied.

ARTICLE XIV PROFESSIONAL PERFORMANCE COMMITTEE

14.1 RECOGNITION

There will be a Professional Performance Committee (PPC) for the Registered Nurses employed by Sacramento County. PPC will not include management nurses.

14.2 RESPONSIBILITIES AND OBJECTIVES

a. The role of the PPC is to work effectively and constructively for the improvement of patient care and nursing practice. Practice and professional issues include policies, procedures, standards, technology, patient safety and staffing issues. The purpose of the PPC is to make specific and constructive recommendations to administration to improve patient care and nursing practice, and to promote health and safety.

b. The County recognizes the responsibility of the PPC to recommend measures objectively to improve patient care and in-service education. The County recognizes its responsibility to duly consider such recommendations. The County also recognizes its responsibility to provide information requested by the PPC unless releasing such information would be a breach of confidentiality within applicable law, regulations, or County Policies and Procedures. All requests, inquiries or recommendations made by the PPC will be made in writing. The County will endeavor to respond to all requests, inquiries, and/or recommendations to the PPC in writing within sixty (60) days. If the PPC is unsuccessful in obtaining requested information in a reasonable time frame, the PPC will use the Chain of Command to resolve any delays or

disputes. Responses may be made verbally or in writing, as appropriate. Committee recommendations are advisory and are not subject to the grievance procedure.

14.3 MEETINGS

a. The PPC will have at least one (1) monthly meeting. The PPC will be entitled to use up to 540 total hours of paid time at the regular straight time rate for the purpose of attending the PPC, its subcommittee's activities, and special attendance meetings. The County will not unreasonably deny authorization of release time for these meetings.

b. Each nurse will report time spent for PPC meetings on the Employee Time Sheet or Exception Reporting Form.

c. The PPC will prepare an agenda and keep minutes of all meetings. A copy of the minutes will be provided to the Chair of Nurse Leadership for disbursement to the appropriate Program Managers.

d. Newly hired Registered Nurses will be allowed to attend one (1) PPC meeting during their probation period as the schedule permits. Registered Nurses may request to attend one (1) PPC meeting each year.

14.4 SPECIAL ATTENDANCE

The PPC may request to meet with the head of any County department where nurses are employed or with County administration for the purpose of obtaining information on issues that directly affect any of the responsibilities or objectives of the PPC. The County will meet with the PPC within a reasonable period of time from the request for such a meeting. This meeting will be held at a time convenient to all parties.

14.5 ASSIGNMENT DESPITE OBJECTION (ADO)

The Assignment Despite Objection (ADO) is a vehicle by which Registered Nurses notify their employers of conditions that are unsafe, potentially unsafe, places the nurse or the patient at risk, and/or adversely affects patient care. The employer recognizes the Association's process of encouraging any Nurse to complete an ADO. The RN shall deliver the completed ADO form to the relevant manager/supervisor. The RN shall provide copies to the Association and the PPC. The relevant manager/supervisor shall respond, in writing, within 15 working days of the receipt of the ADO directly to the RN who submitted the ADO. The manager/supervisor shall provide a copy of the response to the PPC Chair. This provision is not subject to the Grievance and Arbitration Procedures set forth in Article V of the agreement.

ARTICLE XV EMPLOYEE ASSIGNMENT

15.1 UTILIZATION OF SPECIALITIES IN ASSIGNMENTS

Any Registered Nurse may, if the nurse desires, indicate in writing to the administration the areas of specialty due to training or experience or both. The department shall review and take into consideration such indications in making assignments.

15.2 VACANCIES

a. Every County vacancy in an assignment for a Registered Nurse covered by this Agreement shall be posted on the R.N. bulletin boards at the departments for a period of not less than seven (7) calendar days. A copy of each vacancy posting will be mailed to the Association on the same day that the notice is posted.

b. Any vacancy caused by the resignation of a nurse need not be posted as provided in Subsection a. above if the County has not received two (2) weeks' advance notice of resignation as provided in Section 2.78.830 of the Personnel Ordinance.

c. A nurse currently holding permanent status may indicate in writing to the appointing authority or their designee any desired post and/or shift assignment to which the nurse would like to be assigned. When an opening occurs and before the appointing authority or designee fills the position, he/she shall review the assignment requests. Nurses employed by the County who have submitted such requests shall be given initial consideration and may be selected prior to the use of civil service eligible lists. Seniority shall be considered as well as other factors including areas of specialty due to training or experience and patient care needs. A nurse applicant will be notified of non-selection for a vacancy.

15.3 CONSCIENTIOUS OBJECTION

a. The rights of patients to receive necessary nursing care and the obligation of the County to render such care must be recognized and respected. In the case of therapeutic abortions or family planning counseling, the nursing profession accepts the obligation of providing competent nursing care as a major responsibility; however, it is recognized that a Registered Nurse may hold sincere moral or religious beliefs which require the nurse in good conscience to refuse participation in such procedure or counseling.

b. The facility agrees that a nurse may, except in an emergency situation where the patient's needs will not allow for personnel substitution, refuse to participate in therapeutic abortion procedures or to give family planning counseling, and will not be subject to coercion, censure, unreasonable transfer, unreasonable reassignment or discipline by reason of such refusal. A Registered Nurse who has an assignment where participation in therapeutic abortions or family planning counseling routinely occurs and

who conscientiously objects to such participation, shall notify the Director of the Health and Human Services Department of this position in writing and must decide whether or not to request transfer to another assignment.

c. In emergency situations where the immediate nature of the patient's needs will not allow for substitution, the patient's right to receive the necessary nursing care shall take precedence over the exercise of the nurse's individual beliefs and rights. In such cases, the hospital shall arrange for substitution at the earliest possible opportunity.

15.4 EMPLOYEE ASSIGNMENT

Transfers shall not be used in a punitive or arbitrary manner.

15.5 CHANGES IN SCHEDULED WORK HOURS OR WORK LOCATIONS

Permanent employees shall be provided written notice at least one (1) full pay period prior to a permanent change in their work location, or a permanent change of four (4) or more hours in their assigned hours of work. If the change in assigned hours or work location creates a bonafide hardship in terms of dependent care or transportation, the employee may request an extension of an additional seven (7) days. This notice provision shall not apply to emergency assignments. An emergency is defined as a sudden, generally unexpected occurrence or set of circumstances, demanding immediate action. Changes in hours or transfers shall not be used in a capricious or arbitrary manner.

ARTICLE XVI REIMBURSEMENTS

16.1 MILEAGE REIMBURSEMENT

a. The County shall pay \$48 per month minimum car allowance to all employees who agree mutually with the County to provide their private cars for use on official business in lieu of using a County-owned car. The allowance shall be paid monthly on the filing of a claim therefor by the employee. The employee shall be reimbursed for any mileage traveled in excess of the minimum \$48 monthly allowance at the rates specified in Subsection c. below.

b. An eligible employee shall receive the minimum car allowance each month, regardless of the number of days worked, if he/she receives compensation from the County for services during that month. A minimum allowance shall not be paid if an employee is absent without pay for the month.

c. The standard mileage reimbursement rate shall be as follows: The reimbursement shall be paid monthly on the filing of a claim therefor by the employee. The employee shall be reimbursed for any mileage traveled at a rate based upon the Internal Revenue Service business mileage deduction rate for the first 600 miles per

month of reimbursement. For over 600 miles per month, the reimbursement would be at the Internal Revenue Service business mileage deduction rate less \$.15 (fifteen cents) per mile.

16.2 UNIFORM ALLOWANCE

a. Uniforms and Lab Coats: Employees who are required to furnish and wear full uniforms (which may include lab coats) in the performance of their duties are entitled to a uniform allowance. Effective June 30, 1999, such employees shall be reimbursed \$350 a year, payable every six (6) months in arrears and due at the conclusion of the first biweekly pay period in January and July. Employees who are eligible for a uniform allowance for less than the full six-month period in which they were required to furnish and wear a uniform shall receive a prorated payment based on the number of months during the period in which they were required to furnish and wear a uniform. Uniform allowances for on-call and extra-help employees shall be prorated based upon the hours worked during the period in which they were required to furnish and wear a uniform.

b. Lab Coat Only Allowance: Effective June 30, 1999, employees who are required by the County to furnish and wear lab coats and do not receive a uniform allowance shall be reimbursed \$250 per year, payable every six (6) months in arrears and due at the conclusion of the first biweekly pay period in January and July. Employees who are eligible for a lab coat allowance for less than the full six-month period in which they were required to furnish and wear a lab coat shall receive a prorated payment based on the number of months during the period in which they were required to furnish and wear a lab coat. Lab coat allowances for on-call and extra-help employees shall be prorated based upon the hours worked during the period in which they were required to furnish and wear a lab coat.

c. When the County or the appointing authority furnishes uniforms or lab coats to employees, such employees shall not be eligible for the uniform allowance or lab coat reimbursement called for in this provision.

16.3 DAMAGED/LOST PROPERTY

The County will reimburse employees represented by the Association for personal property damaged or lost in the line of duty, subject to the conditions identified herein:

- a. Reimbursement is to cover the payment of costs for repair, replacement or actual value of personal property of an employee, such as eye glasses, watches, or articles of clothing necessarily worn or carried by the employee, when such items are damaged or lost during the performance of and in the line of duty.
- b. Employees claiming reimbursement shall submit a written request for reimbursement in the form provided by the County.
- c. Reimbursement shall not be made for losses resulting from acts of

negligence or deliberate destructive acts on the part of the employee, or losses resulting from ordinary wear and tear incidental to normal use and employment.

- d. Reimbursement shall not exceed the actual cost of the item or \$125, whichever is less.
- e. The appointing authority, or his/her designee, will review the claim for reimbursement and shall approve or disapprove the request.
- f. Upon determination of approval or disapproval, the appointing authority shall advise the claimant in writing.

16.4 TRANSIT PASS

As soon as administratively possible, the transit subsidy shall be increased to \$75 per month.

ARTICLE XVII MISCELLANEOUS

17.1 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 Section 71-G of the Charter. The County agrees not to recommend a probationary period longer than six (6) months respecting any positions in County service within the unit represented by the Association without first meeting and conferring with the Association.

17.2 COPIES OF AGREEMENT

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

17.3 SELECTIVE CERTIFICATION POSITIONS

The provision applies to positions which have been approved for selective certification for special skills, pursuant to Civil Service Rule 7.9. Such positions which have the same special skill requirement shall be considered to be in a separate class for purposes of seniority and layoff.

17.4 LIST OF EMPLOYEES

a. On or before the 10th of each month, the County shall transmit to the Association and current Authorized Representative a list, in Excel or compatible format,

with the following information: name, address, job classification, employment category, work location, available contact information (including work/home/personal cellular telephone numbers, and personal email address), most recent date of hire, current wage rate, employee identification number, last four digits of employee Social Security Number (for identification purposes), and department of employees covered by this Agreement.

b. A list of new hires into the representational unit, including all information in subsection (a.) above, shall be transmitted to the Association and the current authorized Association Representative in Excel or compatible format on a biweekly basis. This information is given to the Association for its exclusive use for the sole purpose of conducting union business and are to be kept confidential. The Association agrees to not release any employee mailing address to any other party without the written consent of the employee.

17.5 ON-CALL NURSES

a. The County shall develop and maintain a listing of Registered Nurses, Registered Nurse D/CF, Psychiatric Nurses, and Public Health Nurses to be utilized for relief staffing on an on-call basis. These on-call nurses should be utilized where regular employee nurse staffing is insufficient to provide safe legal nursing care. It is recognized that these listings are dependent upon the availability of qualified nurses.

b. Nurses hired on an on-call basis shall be paid at a rate equivalent to Step "7" or above of the appropriate range.

c. When an on-call employee is appointed to a regular position, subsequent to their on-call status, the employee shall be placed at the same step in the regular position as received in the on-call position. All continuous extra-help employment from the date of last step increase (if any) shall be considered as eligible service for step increases for persons appointed to a regular position.

d. On-call employees may request a performance evaluation after working six (6) months. Supervisors of on-call employees shall provide the performance evaluation within fourteen (14) calendar days of the employee's request. The evaluative content and/or supervisory rating is not grievable under this Agreement.

e. Nurse registries may be utilized to provide qualified nurses in addition to the above County On-Call Nurse Listings. The County agrees to utilize the County On-Call Nurses Listing prior to using the Nurse Registry Services.

f. County On-Call Nurses shall be compensated at the time and one-half rate for all hours worked on the recognized holidays as enumerated in Article IX, Holidays.

g. On-call employees are eligible for salary step increases pursuant to Section 7.6. Eligible on-call service prior to November 17, 1991, shall be counted, and current on-call employees shall be placed at the appropriate salary step as of that date.

h. Effective November 17, 1991, all on-call nurses shall be paid a 15% recruitment differential.

i. The County may require that on-call nurses within a class and department commit to a minimum number of specific shifts, that is weekends, nights, or PM. The County may reduce/increase the minimum number and type of shifts.

17.6 WAIVERS TO AGREEMENT

All waivers to the rights of this Agreement shall be in writing and shall be signed by the employee, the appointing authority, and the County. The appointing authority and the County shall review waivers on an annual basis.

17.7 DISCUSSION OF ALTERNATIVES TO LAYOFF

If it becomes necessary for the County to have a reduction of force, or a reduction-in-hours in lieu of layoff, the parties mutually agree to discuss alternatives to layoff. Such discussions will include leaves of absences, voluntary layoffs, and/or other issues which may minimize mandatory layoffs or a reduction-in-hours in lieu of layoff by reducing costs within the unit. Either party shall give notice of its intention to discuss such issues. If possible such notice shall be given at least five (5) calendar days in advance of the time the discussions will begin. The parties will make every effort to reach agreement within fourteen (14) days. If a reduction in force or a reduction-in hours in lieu of layoff occurs on or after October 3, 1982, the Association and the County will agree to discuss alternatives to layoffs for a period of fourteen (14) days after notice of reduction in force. It is understood that this Agreement does not limit the County's right to layoff or reduce hours in lieu of layoff for employees following the fourteen (14) day discussion if no agreement is reached regarding alternatives to layoffs.

17.8 CLASSIFICATION STUDIES

The County agrees to provide copies of classification studies or reports intended to be presented to the Civil Service Commission seven (7) days in advance of such presentation if the study(ies) directly affects classifications with the unit. The County agrees to meet with the Association upon request regarding any proposed class specification changes.

17.9 RESIGNATION

a. If an employee is absent without leave for five (5) consecutive workdays, such employee shall be required to submit a written statement to his/her appointing authority stating that he/she desires to retain his/her employment. If the employee fails to submit such a written statement to the appointing authority within two (2) workdays after notice has been served on the employee, such failure shall constitute an automatic resignation from County service.

b. The notice to the employee may be personally served or it may be served by mail to the last known address of the employee and is complete on mailing. The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which he/she is assigned.

c. The written statement of the employee must be either personally handed to the appointing authority or delivered to the appointing authority by registered mail return receipt requested.

d. A permanent employee may, within fifteen (15) calendar days of the effective date of such separation, file a written request with the appointing authority for reinstatement. Reinstatement may be granted only: (a) if the employee makes satisfactory explanation to the appointing authority as to the cause of the employee's absence or failure to obtain leave therefor, and the appointing authority determines that he/she is ready, able and willing to resume the discharge of the duties of his position, or (b) if the appointing authority consents to a leave of absence to commence upon reinstatement.

17.10 REINSTATEMENT PRIVILEGE AND REQUIRED PROBATION PERIOD

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 Department of Personnel Services, to a lower class for which the former employee is qualified.

b. Reinstatement must take place only within three (3) years of the effective date of resignation. Reinstatement is subject to the discretion of the appointing authority.

c. A person who is reinstated to a permanent position shall be required to serve the usual probationary period applicable to the class to which the person is reinstated.

17.11 PART-TIME EMPLOYEES

Regular employees employed part-time, either voluntarily or as a result of reduction-in-hours in lieu of layoff, shall be subject to the following conditions, unless otherwise provided in the Agreement:

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

b. Vacation, sick leave and holiday benefits shall be prorated based upon the number of hours worked.

c. Such regular employees employed part-time for not less than forty (40) hours per pay period shall be eligible for group medical insurance, health benefits, dental benefits, and life insurance; and the County shall make contributions in the same amount as for full-time regular employees. These

benefits shall be effective October 31, 1982, or as soon thereafter as permitted by normal insurance schedule.

- d. It is understood that part-time employees are not eligible for Social Security withholding.

17.12 HUMAN SERVICES REORGANIZATION

a. Employees who on June 30, 1992, hold permanent or probationary status in a class in the Nurses Unit within the Departments of Health or Probation, shall have the following provision of this Agreement applied as if the Department of Health and Human Services and the Department of Human Assistance were one department:

b. The seniority rights of employees who enter the bargaining unit on or after July 1, 1992, shall apply only within the department in which they are assigned.

17.13 SAFETY

The County of Sacramento shall provide reasonable and safe working conditions, including efforts to maintain a workplace free from violence. The County and the Association will cooperate in the continuing objective of eliminating accidents and health hazards. Unsafe working conditions shall be brought to the attention of the appropriate supervisor by the employee or the Association. If the supervisor is unable to resolve the problem, it may be submitted for investigation to the appropriate department safety committee. The Association shall designate an employee representative to be assigned to each department safety committee where nurses are employed. Such attendance on safety committees shall not result in the loss of pay to employees.

17.14 PERFORMANCE EVALUATIONS

a. Performance evaluations are used for employee development. Performance evaluations are designed to instruct employees as to how they may better meet their job objectives. Any performance evaluation shall be prepared by the employee's supervisor who has the responsibility and authority to prepare such report. A bargaining unit employee's nursing competency, however, shall only be evaluated by another RN.

b. An employee who is evaluated 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 and shall have the right to discuss the evaluation with his/her supervisor as well as to file written comments pertaining to the content of the evaluation within thirty (30) days of the employee's review.

c. Performance evaluations shall reflect specific written job-related expectations.

d. The evaluative content and/or supervisory ratings of an employee's performance evaluation are not grievable under the terms of this Agreement, however, an employee may grieve if the procedures set forth above are not followed.

17.15 LETTERS OF REPRIMAND

a. Each employee shall be given an opportunity to read and sign formal letters of reprimand prior to the placement of such material in his or her 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 through to Step 3 of the grievance procedure of the Agreement. Letters of reprimand are not arbitrable and the grievant shall not have the right to refer the matter to binding arbitration.

c. If an employee receives a letter of reprimand and no subsequent adverse action has been taken by the County during the following two (2) years, the employee may request removal of that letter of reprimand from the personnel file.

d. Upon request for removal of the letter of reprimand by the employee, the appointing authority shall review the request and may remove the letter of reprimand.

17.16 APPENDIX A

The list of Letters of Understanding, Side Letters, and Addenda the parties recognize are listed in Appendix A.

ARTICLE XVIII SENIORITY, LAYOFFS AND REEMPLOYMENT

DIVISION A APPLICATION-PURPOSES-RIGHTS

18.1 PURPOSE

This article establishes layoff/reduction-in-hours in lieu of layoff procedures and reemployment/return 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/reduction-in-hours in lieu of layoff and the identity of those employees to be laid off/reduced-in-hours in lieu of layoff shall be governed by the provisions of this article. This article also establishes reemployment/return rights and the order of reemployment/return of employees who are laid off/reduced-in-hours in lieu of layoff and provides for the resolution of any dispute which might arise respecting the order of layoff/reduction-in-hours in lieu of layoff or

reemployment/return of those employees who are laid off/reduced-in-hours in lieu of layoff.

18.2 DEFINITIONS AND INTERPRETATIONS

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

- a. **Demotion:** A change between classes where the maximum salary of the class to which the employee is changed is any amount less than the maximum salary of the class from which the employee is changed. The change is between classes in which the employee holds permanent status.
- b. **Former Class:** A class in which an employee previously has held permanent status. An employee may have one (1) or more former classes. However, only those classes in which the employee has held permanent status during the current period of continuous service are eligible former classes in respect to a right to demote.
- c. **Layoff:** The involuntary termination from a class of a permanent or probationary employee without fault on the part of the employee, because of lack of work, lack of funds, or in the interest of economy.
- d. **Limited-Term Employee:** A person who accepts a limited-term appointment as defined in Section 7.7(f) of the Civil Service Commission rules. A limited-term employee is a temporary employee for purposes of this article. However, a permanent employee appointed to a limited-term position shall have return rights, within the same department, from the limited-term position to the permanent position.
- e. **Return to Full-Time Employment:** The return to a full-time position of an employee in a four-fifths time (32 hours per week) position who formerly held a full-time (40 hours per week) position in that class.
- f. **Separation:** Release from employment of a temporary employee or the return of a regular employee from a temporary upgrade to the immediate former class in which the employee held permanent status. Separation does not constitute a layoff.
- 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.

- i. Voluntary Reduction-in-Hours: The assignment of an employee in a full-time (40 hours per week) position to a four-fifths time (32 hours per week) position upon the request of the employee.

18.3 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 18.5.

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.

18.4 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.

18.5 SENIORITY

a. Seniority shall be determined by the date of original appointment to the class. For purposes of this article, the "date of original appointment to the class" is defined as the date the employee first was appointed to the class, on or after the most recent date of entry into County service, regardless of type of appointment, including, but not limited to, provisional, limited-term, temporary and exempt.

b. A seniority list shall be prepared for each class for purposes of layoff and shall include all probationary and permanent employees in that class. Where seniority dates in the class are the same, ties shall be broken in the following sequence:

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

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

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

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

f. If an employee returns to a former class in which the employee previously held permanent status, the employee's seniority date in the former class shall be the date of original appointment to the former class.

18.6 VOLUNTARY REDUCTION-IN-HOURS

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

b. At the discretion of the appointing authority, a certain number of volunteers shall not be entitled to assignment to a four-fifths time position on the basis of seniority. The number of volunteers in a classification which the appointing authority may accept from a four-fifths assignment shall not exceed ten percent (10%) of the number of volunteers initially accepted for the four-fifths positions (rounded up to the next highest number) that have been established in lieu of full-time positions.

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

18.7 VOLUNTARY LEAVES OF ABSENCE FOR THE PURPOSE OF ACHIEVING REDUCTIONS

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

b. When notice is given under Section 18.6 of the County's decision to establish reduced-in-hours positions, regular employees in the class and department may request a leave of absence for the purpose of achieving reductions, if such request is made no less than seven (7) calendar days prior to the date the reduced-in-hours positions are effective. Subject to the provisions of Subsection b., employees in the class and department, who so volunteer in writing, shall be granted such leaves of absence on the basis of seniority.

c. At the discretion of the appointing authority, a certain number of volunteer employees shall not be entitled to the above-described leaves of absence on the basis of seniority. The number of volunteer employees in a classification which the appointing authority may accept from said leaves of absence shall not exceed ten percent (10%) of the number of volunteers initially accepted for leaves of absence (rounded to the next highest number) for the purpose of achieving reductions. Said leaves of absence shall be for not less than a six-month period.

18.8 ACTION REGARDING VACANT POSITIONS WHEN A DEPARTMENTAL RETURN TO FULL-TIME EMPLOYMENT LIST EXISTS

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

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

(1) Delete the vacant position;

- (2) Retain the position without returning any four-fifths time employee to full-time employment and without making any appointment to that position;
 - (3) Retain the position and make an appointment to that position in compliance with Section 18.30. If there are no eligible employees available on the reemployment lists described in Section 18.30, the position shall be filled in accordance with other personnel rules;
 - (4) Reestablish a full-time position in lieu of the vacant four-fifths time position and make an assignment or appointment to that position in compliance with Section 18.28. If there are no eligible employees available on the return or reemployment lists described in Section 18.28, the position shall be filled in accordance with other personnel rules.
- b. With regard to a full-time position which becomes vacant, the County may:
- (1) Delete the vacant position;
 - (2) Retain the position without returning any four-fifths time employee to full-time employment and without making any appointment to that position;
 - (3) Retain the position and make an appointment to that position from the return to full-time employment list.

18.9 JURISDICTION

If an employee in a class covered by this article is laid off from that class and demotes to a class which is not covered by this article, then this article no longer applies in respect to the determination of the employee's seniority within the class to which demotion occurs. In such cases, the determination of seniority within the class to which the employee is demoted, shall be based on the agreement of the new representation unit or the Sacramento County Code, whichever applies.

DIVISION B LAYOFF

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

a. Each employee subject to layoff/reduction-in-hours in lieu of layoff shall be given written notice of layoff/reduction in-hours in lieu of layoff. The notice shall prescribe the effective date of layoff/reduction-in-hours in lieu of layoff. The written

notice shall either be personally handed to the employee, delivered to his/her last known address, or mailed to the last known address if such address is a post office box number. The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which he/she is assigned. The notice shall be deemed served on the date it is personally handed to the employee, or on the date it is left at his/her last known address, or on the date it is mailed to his/her last known address, as the case may be.

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

18.11 NOTICE TO ASSOCIATION

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

18.12 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 18.13 through 18.23 shall apply to grievances concerning the validity or timeliness of service of notice of layoff/reduction-in-hours in lieu of layoff, the order of layoff/reduction-in-hours in lieu of layoff, or the identification of who is laid off/reduced-in-hours in lieu of layoff under the order of layoff/reduction-in-hours in lieu of layoff.

18.13 DEFINITION

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

18.14 TIME, PLACE AND MANNER OF FILING

a. A grievance shall be filed on a form prescribed by the County. Each grievance shall state for each named employee the factual basis for the claim and the

provision of the article allegedly violated. Any grievance on this subject which is not timely or does not meet the criteria established in this section shall be deemed invalid, null and void.

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

18.15 DELIVERY TO ASSOCIATION

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

18.16 COMPLAINTS BY ASSOCIATION

a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 18.15 or twenty-two (22) calendar days after the filing of a grievance by the Association, whichever is earlier, the Association shall file a consolidated complaint with respect to all such grievances. The complaint shall name each employee previously named in a grievance, who the Association asserts has been not validly served with notice of layoff/reduction-in-hours in lieu of layoff, not served in a timely manner, misplaced within the order of layoff/reduction-in-hours in lieu of layoff, or incorrectly identified for layoff/reduction-in-hours in lieu of layoff. Any employee named in a timely grievance filed by the Association 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/reduction-in-hours in lieu of layoff under the order of layoff/reduction-in-hours in lieu of layoff.

b. By filing the complaint or by not filing a complaint, the Association shall have authority to waive the claims of employees which it elects not to assert.

c. The complaint shall be filed with and received by the Director of Labor Relations within fifteen (15) calendar days following delivery to the Association of the copies of employee grievances or twenty-two (22) calendar days following filing by the Association of its grievance, whichever is earlier.

18.17 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.

18.18 CONSOLIDATION OF PROCEEDINGS

a. It is understood that the County is entering into this type of agreement with exclusive representatives of other representation units of County employees. The County Executive or his designee shall be authorized to order the consolidation for purposes of hearing and decision of a complaint by the Association 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 Section 18.19-a., or in the event of their unavailability, the arbitrator selected pursuant to Section 18.19-b.

c. The Association shall be authorized to withdraw from the consolidated proceedings by serving written notice of withdrawal upon the County's Director of Labor Relations within five (5) calendar days after service of the notice of consolidation.

d. In the absence of agreement between the parties and the arbitrator, the arbitrator shall schedule the date, time and place of the hearing.

e. If the Association withdraws from a consolidated proceeding, the County shall have a right to a reasonable continuance of any hearing of the Association'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 Association withdraws from a consolidated hearing, and subsequently an arbitrator makes a back-pay award under the Association'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 Association'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.

18.19 APPOINTMENT OF ARBITRATOR

a. The parties to the proceedings shall be deemed to be the County and the Association, and no employee, group of employees or other persons shall be deemed to be parties to the proceedings.

b. The parties shall agree on an arbitrator. If they are unable to agree on an arbitrator, they shall jointly solicit from the State of California Mediation/Conciliation Service a list of five (5) arbitrators. After receipt of the list, the parties shall each alternate striking names from the list until one (1) name remains. If the sole remaining arbitrator declines appointment or is otherwise unavailable, the above process shall be repeated unless the parties are able to mutually agree upon an arbitrator.

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

18.21 QUESTIONS

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

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

18.22 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/reduction-in-hours in lieu of 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/reduction-in-hours in lieu 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/involuntary reduction-in-hours in lieu of layoff alleged in both a timely grievance and a timely complaint.
- d. The arbitrator shall have authority, in the event of a determination that an employee incorrectly identified for layoff/reduction-in hours in lieu of layoff in a timely grievance and a timely complaint, to order the reinstatement of such 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/reduction-in-hours in lieu of layoff of each such employee. The order of layoff/reduction-in hours in lieu of layoff shall become effective fourteen (14) calendar days following service of the notice of layoff/reduction-in-hours in lieu of layoff which results therefrom pursuant to Section 18.10.
- e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff/reduction-in-hours in lieu of layoff of fewer personnel than ordered by the County or which impairs the discretion of the County to determine the number of personnel within each department who will be employed.
- f. The arbitrator shall have no authority to add to, delete, or alter any provision of this article, but shall limit his or her decision to the application and interpretation of its express provisions.
- g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by those interpretations.
- h. The decision of the arbitrator shall be final and binding as to all matters within his/her jurisdiction.

18.23 COSTS

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

DIVISION C REEMPLOYMENT/RETURN

18.24 ENTITLEMENT

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

- a. A person who held permanent status in the class from which the person was laid off, shall during the two-year period following the effective date of layoff be entitled to be appointed from a departmental reemployment list to a vacancy authorized to be filled in that class within the department from which the person was laid off pursuant and subject to the provisions set forth in this division.
- b. A person who held permanent status in the class from which he or she was laid off, shall also, during the two-year period following the effective date of layoff, be entitled to certification from a County-wide reemployment list for a vacancy in the class from which the person was laid off, which is authorized to be filled, pursuant and subject to the provisions set forth in this division.
- c. An employee who has permanent status in the class in which the employee has been reduced-in-hours in lieu of layoff shall be entitled to be returned from a departmental return to full-time employment list to a vacancy authorized to be filled in that class within the department in which the employee is currently assigned pursuant to and subject to the provisions in this division.

18.25 TYPE OF POSITION

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

18.26 LIMITED-TERM

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

18.27 DEPARTMENTAL LISTS FOR RETURN-TO FULL-TIME EMPLOYMENT

The County shall prepare a departmental list for return to full-time employment for each class in each department in which employees have been reduced-in-hours in

lieu of layoff. All employees with permanent status in a class in a department who have been reduced-in-hours in lieu of layoff shall be added to the list for the class and department in which the reduction-in-hours occurs. Employees who have voluntarily been reduced-in-hours shall be placed on the return to full-time employment list as provided in Section 18.6. The order of employees on the departmental list for return to full-time employment shall be based upon seniority as provided in Section 18.5. Employees who acquire permanent status in the class subsequent to the effective date of their reduction-in-hours in lieu of layoff shall be added to the return to full-time employment list on the date they attain permanent status.

18.28 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. The order of personnel on each departmental reemployment list shall be based upon seniority established in the class to which the list refers, as determined under Division A.

b. Notwithstanding any provision of this article to the contrary, the order of names on departmental reemployment lists shall be derived from (by inverting) the order of layoff 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.

18.29 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.

18.30 RETURN, APPOINTMENT AND CERTIFICATION PRIORITIES

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

- a. Whenever a vacancy in a full-time position in a class in a department is filled, it may first be filled pursuant to the authority of Subsection 18.6-b. Otherwise, it shall be filled from the departmental return to full-time

employment list for the class in which the vacancy exists and for the department in which the vacancy exists. Employees who have been reduced-in-hours in lieu of layoff shall be returned to vacancies in the order of the list. If the vacancy is not filled as provided in this subsection, then;

- b. A vacancy in a class shall be filled first from the Medical Center transfer eligible lists prescribed in Section 7.7(d) of the Civil Service Rules, as that section existed prior to August 15, 1974. If the vacancy is not filled by appointment from the Medical Center transfer eligible list, then;
- c. The vacancy shall be filled from that departmental reemployment list for the class in which the vacancy exists and for the department in which the vacancy exists. Persons shall be appointed to vacancies in the order of the list.
 - (1) One (1) person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.
 - (2) A person to whom an appointment is intended to be offered may be contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless the person has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to the person's last known address, and the person has failed to accept the appointment in writing within five (5) calendar days following the date of mailing of the notice.
- d. No persons shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name shall be certified for vacancy in excess of one (1).
 - (1) For each person who declines an offer of appointment, an additional name shall be certified.
 - (2) A person on the County-wide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as is specified in Section 18.30-c.(2).

- (3) If there are fewer than three (3) names on the County-wide reemployment list, a rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

18.31 REMOVAL FROM RETURN TO FULL-TIME EMPLOYMENT LIST

An employee shall remain on the departmental return to full-time employment list for a classification only as long as the employee retains employment in the reduced-in-hours position for that classification. Additionally, an employee shall be retained on the list, but not certified, as long as the reduced-in-hours position is voluntarily held (for example, the employee requests the reduced-in-hours position and is accepted pursuant to the provisions of Section 18.6). Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.

18.32 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS

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

- a. Upon the expiration of two (2) years following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule (personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class).
- c. Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Section 18.30-c.(2) except in instances where the person states in writing that he or she temporarily is medically incapacitated.
- d. In the event a person states in writing that he or she does not desire appointment from the list, or fails to file a written statement expressing his or her desire for appointment within five (5) calendar days following certified mailing to the person's last known address.

18.33 REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS

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

- a. Upon the expiration of two (2) years following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule (personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class).
- c. In the event a person states in writing that the person does not desire appointment from the list, or fails to file a written statement expressing the person's desire for appointment within five (5) calendar days following certified mailing, to the person's last known address.
- d. Removal from the departmental reemployment list. The removal shall be from that County-wide reemployment list for the class to which the departmental reemployment list applied.
- e. Except as provided in paragraph c. of Section 18.32, 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.

18.34 EFFECT OF REEMPLOYMENT

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.

18.35 SERVICE OF REEMPLOYMENT LISTS

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

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

reemployment lists and all departmental return to full-time employment lists for classes covered by the article. Such service shall be made once, and shall include all such lists prepared between the date of service pursuant to Paragraph a. above, and June 30, inclusive.

18.36 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 18.37 through 18.43 shall be applicable only to disputes arising under Division C of this article.

18.37 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 or return to full-time employment list established pursuant to this article.

b. No later than twenty (20) calendar days following each service of reemployment lists upon the Association, the Association shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list or return to full-time employment list required by this article, has established a reemployment list or return to full-time employment list prohibited by this article, the order of personnel contained on any one (1) or more of the lists violates the provisions of Sections 18.24, 18.26, 18.27, 18.28, or 18.29 above, that personnel have been placed on a list in violation of said sections, or that personnel have been omitted from the lists in violation of said sections.

c. The grievance shall specifically identify:

- (1) The list or lists to which the grievance refers;
- (2) The nature of the alleged violation or violations, the facts on which the alleged violations are based, and the section or sections of this article violated.
- (3) The names of any personnel alleged to have been erroneously placed upon or omitted from the list or lists; and
- (4) The changes in lists alleged to be required in order to remedy the alleged violations.

d. The grievance shall be filed with the County's Director of Labor Relations, and shall be received by the Director not later than twenty (20) calendar days following service of the lists pursuant to Section 18.35.

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

18.38 OTHER MATTERS

a. Except as to matters referred to in Section 18.37, the Association and any persons laid off from a class or reduced-in-hours in lieu of layoff in a class covered by this article shall be authorized to file a grievance alleging a violation of Sections 18.24 and 18.34.

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

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

18.39 PRE-ARBITRATION HEARING

a. A hearing shall be held by the County Executive or his/her designee on all grievances filed pursuant to the provisions of Sections 18.37 and 18.38, not later than ten (10) working days following the date of filing. The Association shall be given advance written notice of the time, date and place of all such hearings, and shall be authorized to appear and participate therein.

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

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

18.40 REQUEST FOR ARBITRATION

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

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

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

18.41 ARBITRATION SCHEDULING

The parties to the proceedings shall be deemed to be the County and the Association, and no employee, group of employees or other person shall be deemed to be parties to the proceedings.

The parties shall agree on an arbitrator. If they are unable to agree on an arbitrator, they shall jointly solicit from the State of California Mediation/Conciliation Service a list of five (5) arbitrators. After receipt of the list, the parties shall each alternate striking names from the list until one (1) name remains. If the sole remaining arbitrator declines appointment or is otherwise unavailable, the above process shall be repeated unless the parties are able to mutually agree upon an arbitrator.

18.42 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, departmental reemployment list or a departmental return to full-time employment list as to any person on such a list who has not been alleged in a timely grievance to have been placed in incorrect order thereon, except to the extent necessary to grant relief to a person determined to have been placed in incorrect order who was so alleged in a timely grievance.
- c. The arbitrator shall not have jurisdiction or authority to invalidate the employment of any person who has been reemployed from either a County-wide reemployment list or departmental reemployment list or to grant any relief to a person on such a list who should have been so reemployed or certified for appointment, except as to persons named in a timely grievance.
- d. The arbitrator shall not have jurisdiction or authority to invalidate the

return to full-time employment of an employee who has been returned from a departmental return to full-time employment list or to grant any relief to any employee on such a list who should have been returned to full-time employment, except as to employees named in a timely grievance.

- e. The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit his or her decision to the application and interpretation of its express terms.
- f. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators and subsequent arbitrators shall be bound by the interpretations by prior arbitrators of the terms of this article.
- g. The decision of the arbitrator shall be final and binding as to all matters within his or her jurisdiction.

18.43 COSTS

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

**DIVISION D
MISCELLANEOUS**

18.44 WITNESSES

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

**ARTICLE XIX
DISCIPLINE AND DISCHARGE**

19.1 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 19.2 below, of employees in a class included in the Nurses Unit.

19.2 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 California Nurses Association.

19.3 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.

19.4 APPLICATION

a. This article shall only apply to employees with permanent civil service status.

b. Probationary Status: This article shall not apply to an employee in probationary status who shall have no right to grieve or arbitrate release from such probationary appointment.

c. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from such temporary appointment.

d. Temporary Upgrade: An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from such temporary upgrade status.

e. Provisional Appointment: An employee with provisional status shall have no right to grieve or arbitrate release from such a provisional appointment.

19.5 CAUSE FOR DISCIPLINARY ACTION

a. 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:

- (1) Fraud in securing appointment.
- (2) Incompetency.
- (3) Inefficiency.
- (4) Inexcusable neglect of duty.
- (5) Insubordination.
- (6) Dishonesty.
- (7) Under the influence of alcohol and/or drugs while on duty.
- (8) Inexcusable absence without leave.
- (9) 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.
- (10) Discourteous treatment of the public or other employees.
- (11) Political activity prohibited by state or federal law.
- (12) Willful disobedience.
- (13) Violation of any of the prohibitions set forth in Section 71 of the Sacramento County Charter.
- (14) Refusal to take and sign any oath or affirmation which is a federal, state or County requirement.

- (15) Any failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the County or his/her employment.
- (16) Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification.
- (17) Any violation of Civil Service Commission Rule 6.6-a which prohibits the solicitation of waivers.

19.6 CAUSES FOR PERSONNEL ACTION DUE TO PHYSICAL OR MENTAL DISABILITY

For non-disciplinary reasons, a permanent employee's employment may be terminated or a permanent employee may be reduced in rank because of physical or mental disability, with or without reasonable accommodation, which disability precludes the employee from the proper performance of the essential duties of his or her job. Any such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 19.5.

19.7 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 within the personnel file of the employee within the department to which he or she is assigned. If notice is provided by mail, the employee should be deemed to have received notice five (5) days after the date of mailing. At the same time, service shall be made to the Association.

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

19.8 APPEAL

a. The Association 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 Association 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.

19.9 ASSIGNMENT OF AN ARBITRATOR

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

b. The selection of the arbitrator shall be in accordance with Section 5.14 of this Agreement.

19.10 AMENDED OR SUPPLEMENTAL ORDER

At any time after a hearing has commenced on a disciplinary action and prior to the time the appeal is submitted for decision, the appointing authority may, with the consent of the arbitrator, serve on the employee and file with the Director of Labor Relations an amended or supplemental order of disciplinary action. Consent is not required for an amended or supplemental order filed prior to commencement of the hearing. If the amended or supplemental order presents new causes or allegations, the

employee shall be afforded a reasonable opportunity to prepare a defense thereto. Any new causes or allegations shall be deemed denied and any objections to the amended or supplemental causes or allegations may be made orally at the hearing.

19.11 DISCOVERY

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

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

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

by the requesting party. If the arbitrator determines that the material requested is subject to an evidentiary privilege, the decision regarding disclosure of the matter shall be strictly governed by the provisions of the Evidence Code.

c. Procedure for discovery:

- (1) Personal service: At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such hearing, any party may personally serve a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection (a) above.
- (2) Service by mail: At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set for such hearing, any party may serve, by first-class mail, a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection (a) above. The effective date of service shall be the date of the postmark.
- (3) Response: Within twenty (20) calendar days of receiving the request mentioned in (1) and (2) above, the responding party shall prepare and serve a response to the request. Such response shall be served upon the requesting party, or representative of record, by the same means as service of the request was made.
- (4) Request to be deemed continuing request: The discovery request is a continuing request, which requires a continuous response. Where new or additional information becomes available to the responding party, such information shall forthwith be furnished to the requesting party, or representative of record.
- (5) Negative response: In the event the responding party does not have an item of the information requested, the responding party shall give a written negative response as to that particular item within the time specified for response, but shall respond fully as to the information which the responding party does possess. The responding party shall comply with (4) above after such negative response.
- (6) Disputes: Any dispute between parties regarding discovery shall be resolved by the arbitrator.
- (7) Penalties for failure to comply: The arbitrator shall impose penalties for failure to comply with this subsection. These penalties shall be based upon the seriousness of the failure to comply, the good or bad faith of the non-complying party, and the extent to which the non-compliance results in surprise to the requesting party and handicaps

the requesting party in preparing the case. The following penalties may be imposed:

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

19.12 TIMING AND CONDUCT OF HEARING

- a. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing shall be a private hearing.
- b. The employee shall be represented by the Association.
- 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.

19.13 SUBPOENAS

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

19.14 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.

19.15 FINALITY OF DECISION

The decision of the arbitrator shall be final and binding.

19.16 COSTS

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

19.17 WITNESSES

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

**ARTICLE XX
TERM**

20.1 TERM

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

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

DATE: 1/23/2023

CALIFORNIA NURSES ASSOCIATION

COUNTY OF SACRAMENTO

By: _____
Bonnie Castillo, National Executive
Director, California Nurses Association

Benjamin Elliot, Director of Public Sector,
California Nurses Association

Michelle Reyna, Director of County
and Districts, California Nurses Association

Fabiana Ochoa, Lead Labor
Representative Public Sector,
California Nurses Association


Matthew Schaefer, Labor
Representative, Chief Negotiator
California Nurses Association

By:



Matt Connolly, Chief Negotiator
Sacramento County

Jacalyn Washington-Ansley,
BSN, RN, PHN.




Stephanie Kelly

Nicole Boydston, BSN, RN, PHN,
PMH-BC



Lynnan Svensson

Helen Fabanich-Akudinobi, BSN, RN



Jena Sylva