

AGREEMENT

BETWEEN

COUNTY OF SACRAMENTO

AND THE

ENVIRONMENTAL MANAGEMENT SPECIALISTS

OF SACRAMENTO COUNTY

COVERING ALL EMPLOYEES IN THE

ENVIRONMENTAL SPECIALISTS

SUPERVISORY AND NON-SUPERVISORY UNITS

2022-2025

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Exhibit “B”

Attachment “A”

PREAMBLE

This Agreement contains the terms negotiated between the County of Sacramento (hereinafter "County") and the Environmental Management Specialists of Sacramento County, (hereinafter "Association") concerning wages, hours, and other terms and conditions of employment for employees in the Environmental Specialists Unit and Supervisory Environmental Specialists Unit for the time period indicated in Section 16.1 of this Agreement.

ARTICLE I ASSOCIATION SECURITY AND RIGHTS

1.1 ASSOCIATION SECURITY AND RIGHTS

a. It is the intent of this section to provide for payroll deductions of Association members to be deducted from their warrants insofar as permitted by law, and not to exceed \$99.99 including dues. County agrees to deduct and transmit to Association all authorized deductions from all Association members within the foregoing units who have signed an approved authorization card or cards for such deductions in a form approved by County.

b. The written authorization for Association dues deductions shall remain in full force and effect, during the life of this Agreement between County and Association unless revoked in writing by the member.

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

d. 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 the dues, insurance or benefit programs of Association.

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

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

1.2 CLASSIFICATION STUDIES

The County agrees to provide copies of classification studies or reports intended to be presented to the Civil Service Commission fourteen (14) calendar days in advance of such presentation if the study(ies) directly affects classifications within the units. The County agrees to meet with the Association upon request regarding any proposed class specification changes.

ARTICLE II COUNTY RIGHTS

2.1 COUNTY RIGHTS

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

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

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

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

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

ARTICLE III UNION SECURITY

3.1 INDEMNIFICATION

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

3.2 PAYROLL AUTHORIZATION REQUIREMENTS

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

b. It is agreed that association dues specified herein shall be deducted from the salary of each employee covered by this section upon receipt by the County of a written authorization by the association requesting such deduction be made.

3.3 MAINTENANCE OF MEMBERSHIP

An employee in the Environmental Specialists or Supervisory Unit who is a member, or who becomes a member of the Association shall remain a member during the term of this Agreement unless canceled in writing between May 15 and 30 of the final year of this agreement.

ARTICLE IV GENERAL PROVISIONS

4.1 DEFINITIONS

a. Where the terms "extra-help employee" or "regular employee" are used in this Agreement, the terms shall be given the meaning assigned in Section 2.78.240 (Sacramento County Code).

b. Where the term "part-time employee" is used in this Agreement, the term shall be given the meaning assigned in Section 2.78.545 (Sacramento County Code).

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, slow-downs, mass resignations, mass absenteeism, picketing, or any other similar actions which would involve suspension of, or interference with, the normal work of the County. In the event that 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.

4.3 DISCRIMINATION

a. The County will not interfere with or discriminate in any way against any employee by reason of his/her membership in, or activity approved by this Agreement, nor will the County discourage membership in the Association or encourage membership in any other employee organizations.

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

4.4 APPLICATION OF PERSONNEL ORDINANCE

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

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

5.1 PURPOSE

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

5.2 DEFINITIONS

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

5.3 TIME LIMITS

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended.

5.4 PRESENTATION

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

5.5 EMPLOYEE RIGHTS

The employee retains all rights conferred by Section 3500, et 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.

5.7 INFORMAL DISCUSSION

The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Association representative. Within five (5) workdays, the immediate supervisor shall give his/her response. If there is reason to bypass the informal step, a formal grievance may be initiated.

5.8 FORMAL GRIEVANCE - STEP 1

a. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be initiated no later than:

- (1) Ten (10) workdays after the event or circumstances occasioning the grievance; or
- (2) Within five (5) workdays of the response rendered in the informal grievance procedure, whichever is later.

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

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

d. Within five (5) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give his/her response in writing to the grievant.

5.9 FORMAL GRIEVANCE - STEP 2

a. If the grievant is not satisfied with the response rendered pursuant to Step 1, he/she may appeal the response within five (5) workdays to the appointing authority or his/her designee. The employee may be represented by the Association's Chief Representative or his/her designee.

b. Within ten (10) workdays the appointing authority or his/her designee shall respond in writing to the grievance.

5.10 FORMAL GRIEVANCE - STEP 3

a. If the grievant is not satisfied with the response rendered pursuant to Step 2, he/she may appeal the response within ten (10) workdays to the appointing authority or his/her designee. The employee may be represented by the Association's Chief Representative or his/her designee.

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. The County and the Association agree to make every effort to schedule Step 3 grievance meetings twice a month. The intent of the parties is to hear all grievances within forty (40) working days of the appeal.

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

- (1) Mediation as described in Subsection 5.10e; or
- (2) Third step appeal as described in Subsection 5.10f

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.
- (3) Mediators who have been selected by the parties to mediate grievance disputes will be scheduled on a rotating and available basis.

- (4) 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 is utilized.
- (5) 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.
- (6) Mediation Procedures: The mediation procedure shall be entirely informal in nature. However, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the 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.
- (7) 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. 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. Neither attorneys nor court reporters or any other type of note taker shall be allowed to be present at the proceedings.
- (8) 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.

- (9) 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.

f. Hearing and Response - Step 3:

- (1) If the Association grievant chooses not to utilize mediation and is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within five (5) workdays to the County Executive. The employee may be represented by an Association representative.
- (2) The County Executive or his/her designated representative shall respond in writing within ten (10) workdays to the grievant. If the County Executive or his/her designated representative determines it is desirable to hold a meeting regarding the grievance, the County Executive or his/her representative shall respond to the grievance within thirty (30) workdays from the date the grievance was appeal to Step 3 unless extended by mutual agreement of the parties.

5.11 ARBITRATION - STEP 4

If the County Executive or his/her designated representative fails to respond in writing as provided in Step 3, or if the response is not satisfactory, 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 RESPONSE

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

5.14 SELECTION OF ARBITRATOR

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

b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties may mutually agree to solicit from the State of California Mediation and Conciliation Service a list of seven (7) arbitrators.

c. In the event the parties are unable to agree on an arbitrator within the time stated, or agree to use a list provided by the State of California Mediation and Conciliation Service, the parties shall solicit from the American Arbitration Association a list of seven (7) arbitrators. Failure to select an arbitrator by the appealing party within thirty (30) days of receiving the list of arbitrators from the State of California Mediation and Conciliation Services will result in the withdrawal of the appeal unless such failure is through the inaction of the County.

d. After receipt of the list, the parties shall alternately strike arbitrator's names from the list until one (1) arbitrator's name remains. The party to strike first shall be selected in an impartial, random manner.

e. If an arbitrator selected declines appointment or is otherwise unavailable, an arbitrator shall be selected by alternately striking arbitrator's names from the names remaining on the list, unless an arbitrator can be mutually agreed upon.

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 its provisions.

5.16 COSTS

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

5.17 WITNESSES

The County agrees that an employee shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this Agreement. The 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 REGULAR WORKWEEK

- a. The appointing authority shall determine the hours of work for each employee in accordance with the needs of the department.
- b. The regular workweek shall commence Sunday and extend through Saturday, eight (8) hours per day, five (5) days per week, for a total of forty (40) hours, which includes authorized absences with pay.
- c. The hours of work, including authorized absences with pay, for a full-time employee shall be normally considered as eight (8) hours per day or forty (40) hours per week.
- d. The hours of work, including authorized absences with pay, of a part-time employee shall be established by the appointing authority, but shall normally be less than eight (8) hours per day or forty (40) hours per week

6.2 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 an employee who does not receive time and one-half overtime pay, the workweek will remain from 12:00 a.m. on Sunday to 12:00 a.m. the following Sunday, a period of seven (7) consecutive twenty-four (24) hour periods.
 - (1) For such employee, the 9/80 work schedule is a schedule which during one (1) week of the biweekly pay period the employee is scheduled to work four (4) nine-hour workshifts for a total of thirty-six (36) hours, and during the other week of the pay period, is scheduled to work four (4) nine-hour workshifts and one (1) eight-hour workshift.
 - (2) For such employee working the 9/80 work schedule who is eligible to earn straight-time overtime, overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift, and in excess of eight (8) hours when normally scheduled to work the eight-hour workshift. Overtime shall also be earned when an employee eligible for overtime is required to work in excess of thirty-six hours (36) during the week the employee is scheduled to work thirty-six (36)

hours, or in excess of forty-four (44) hours during the week the employee is scheduled to work forty-four (44) hours.

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

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

d. An employee working a 9/80 schedule shall take an unpaid meal period in the middle of their nine-hour and eight-hour workshifts, or between the two (2) four-hour workshifts, consistent with Section 6.7. An employee 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 6.6. An employee who works 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 work shift, the remaining hour must be taken off as leave first from accumulated compensating time off or holiday in lieu, and second from accumulated vacation time; and, if there are no leave balances, then leave without pay. If the holiday falls when the employee is scheduled to work the two (2) four-hour workshifts, then both four-hour workshifts shall

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

f. Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by an employee on a scheduled nine-hour workshift shall result in the deduction of nine (9) hours from the employee's accrued leave balances. Full shift absences on the eight-hour workshift shall result in the deduction of eight (8) hours from the employee's accrued leave balances. Full shift absences from either four-hour workshift shall result in the deduction of four (4) hours from the employee's accrued leave balances.

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

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

6.3 FLEXIBLE DAILY WORK SCHEDULES

An individual employee may request and, with the approval of the appointing authority, be assigned a flexible daily work schedule consistent with the eight-hour day, forty-hour workweek. The appointing authority shall not be arbitrary or capricious in considering the employee's request.

6.4 MODIFIED WORKWEEK

An employee of a specific section, unit, or division may work a modified work schedule of less than five (5) days per week, but equal to eighty (80) hours per pay period, subject to approval of the County and the Association. Modified work schedules may be negotiated between the Association and the County for employees of a specific section, unit, or division if requested by the Association.

6.5 NOTICE OF CHANGES IN HOURS OF WORK

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

6.6 REST PERIODS

a. An employee may be allowed rest periods not to exceed fifteen (15) minutes during each four (4) consecutive hours of work.

b. Such rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a workshift or lunch period.

c. Rest periods shall be considered hours worked and an employee may be required to perform duties if necessary.

6.7 LUNCH PERIODS

a. An employee normally shall be allowed a meal period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the workshift.

b. Whenever it is necessary for an employee to work overtime in excess of two (2) consecutive hours, he/she shall be granted an additional lunch period, the taking of which is optional with the employee.

c. Lunch periods shall not be counted as part of total hours worked, except for an employee for whom meal periods include the actual performance of assigned duties, such as the employees who works a straight eight-hour shift.

6.8 TRAINING TIME

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.

6.9 OVERTIME

a. The appointing authority may require an employee to work overtime. An employee will be compensated only for overtime ordered by designated management personnel.

b. An employee who is required to work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for such overtime with pay at one and one-half times the hourly rate or by compensating time off on the basis of one and one-half hours off for each hour of overtime worked. While ultimate discretion of cash versus CTO shall reside with the department, the department shall consider employee preference. If the department is unable to schedule and grant time off within one (1) year from the date the overtime was performed, cash payment shall be made in lieu of compensating time.

c. An employee in the classification of Environmental Specialist IV shall accrue one (1) hour of compensating time off for each hour worked in excess of eight (8) hours per day or forty (40) hours per week.

d. 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.

e. A part-time employee shall be compensated for overtime at their regular hourly rate or one (1) hour of compensating time off for each hour worked in excess of their normal workday or week.

f. An employee who works overtime shall promptly and accurately report such time in the manner prescribed by the County.

g. Overtime shall be distributed fairly among employees insofar as circumstances permit.

ARTICLE VII HEALTH AND WELFARE

7.1 GENERAL PROVISIONS

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

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

c. Enrollment In Benefits Plans:

(1) All new employees shall automatically be enrolled in the default level of medical, dental, and basic life insurance coverage. Employees shall be charged the applicable level of employee contribution, if any, for each plan. During the first thirty (30) days of employment, an employee may waive coverage under the medical plan by providing proof satisfactory to the plan that the employee has other group medical insurance coverage. An employee may also change their

health plan or coverage option under the plan (for example, from employee only coverage to an option that includes dependent coverage) during the first thirty (30) days of County employment. Failure to make any change within the thirty (30) day initial enrollment period shall be considered an irrevocable election for the default coverage.

- (2) Employees subsequently desiring to make a coverage change may do so only under the following circumstances: (1) during any annual enrollment period for coverage effective on the first day of the following calendar year; (2) upon the occurrence of certain qualifying events as prescribed by the Health Insurance Portability and Accountability Act; or (3) upon the occurrence of certain specified family status change events as governed by Internal Revenue Code Section (IRC) 125 and authorized under the County's Section 125 qualified cafeteria benefits plan. Employees seeking to waive coverage shall show proof satisfactory to the plan that the employee has other group medical insurance coverage.

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

7.2 MEDICAL INSURANCE AND HEALTH PLANS

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

- a. Tier A: Employees hired prior to January 1, 2007, will be placed in Tier A.
 - (1) Employees in Tier A will be eligible for a County contribution of 80% of the 2007 Kaiser family rate (\$826.90). Employees hired on or after November 21, 1999, but before January 1, 2007, with catastrophic coverage, or who waive coverage beginning January 1, 2008, and demonstrate evidence of other group coverage at the time of enrollment or waiver will receive a \$150 month plan selection incentive.
 - (2) Effective January 1, 2008, the County insurance contribution shall be frozen at the level in effect on December 31, 2007 (\$826.90). Tier A

employees who are eligible to receive cash back will continue to be eligible with the exception that the benefit, when combined with any premium costs and FICA reductions, shall not exceed \$615 per month. Beginning January 1, 2008, the maximum cash back amount, when combined with any premium costs and FICA reductions, shall not exceed \$535 per month. Employees in Tier A shall remain in this tier unless they voluntarily elect to move to Tier B. Such election by an employee to move to Tier B shall be irrevocable once made.

- b. Tier B: The County shall provide an insurance contribution, henceforth known as Tier B, for employees starting employment with the County on or after January 1, 2007, and employees who were in Tier A and have voluntarily elected to participate in Tier B. The County contribution shall be reset annually on January 1 of each year. The County contribution amount shall be 80% of the premium amount for the health plan and level of coverage selected provided, however, that the maximum amount of the contribution shall be 80% of the premium amount for the least expensive, full coverage HMO health plan option offered by the County, for the level of coverage selected by the employee. The employee shall pay through payroll deduction any additional premium not paid by the County contribution that is required for the plan option and level of coverage selected by the employee, or the default coverage if the employee did not select another plan or waive coverage as specified under the provisions of this Agreement.
- c. Effective January 1, 2008, or later, as determined by the County, employees shall be provided with at least the following:
 - (1) Medical Plan Options:
 - (a) A traditional Kaiser Foundation health maintenance organization plan
 - (b) A traditional non-Kaiser Foundation health maintenance organization plan
 - (c) Up to two (2) high-deductible health plan options, with a voluntary health savings account.
 - (2) Elimination of the Catastrophic health plan.
 - (3) Coverage Levels: Status quo shall continue for employees desiring coverage under the County medical insurance plans. Employees may elect coverage under one (1) of the following levels:
 - (a) Employee only

(b) Family

Premiums for insurance coverage shall be based on the level of coverage selected.

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

7.3 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.

7.4 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.

7.5 LIFE INSURANCE

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

b. Voluntary Options: The County shall provide additional options to permit employees to elect up to three (3) times their annual salary to a maximum of \$500,000 of provided and purchased life insurance. Premium rates for these supplemental options shall be determined by the County based on the quotation from the insurance carrier selected by the County to provide the life insurance.

c. Living Benefit: The life insurance benefit includes a "living benefit" option. To be eligible for this "living benefit," the claimant must be under the age of seventy (70); be diagnosed terminally ill (with life expectancy of twelve [12] months or less); not have assigned his or her employee life benefits; and not have a court order in force which affects the payment of life insurance benefits. The life insurance benefit will pay a benefit of up to 50% of the combined basic and any supplemental life amounts. The maximum amount of the living benefit is \$250,000 and the minimum is \$7,500. Should the

employee recover, the amount paid under this provision would be subtracted from the face amount of his/her full benefit at the time of death.

d. Dependent Benefit: A life insurance benefit of \$5,000 (\$0 from birth to fourteen [14] days of age; \$200 from age fourteen [14] days to six [6] months) is provided for each dependent in addition to the basic life benefit provided to employees. No enrollment of dependents is generally required. Domestic partners and/or their dependents must be enrolled in the program as the dependents of an employee in order to be eligible for the dependent benefit. The Dependent benefit will be reduced from \$5,000 to \$2,000 effective January 1, 2008.

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.

7.6 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.

7.7 FLEXIBLE SPENDING ACCOUNTS

Employees in the unit shall have access to the County's flexible spending account program, which provides employees with the options of dependent care assistance benefits with a calendar year maximum of \$5,000, and medical expense contribution 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.

7.8 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.

7.9 PHYSICAL EXAMINATIONS

a. An employee who may in the course of their employment be exposed to hazardous materials, will at the County's expense and discretion be provided physical examinations. The need for, the extent of, and the periodicity of such examinations shall be solely determined by the County Employee Health Physician.

b. The purpose of these examinations shall be solely to monitor the exposure of an employee to hazardous materials, as defined in Subsection a.

c. Upon the certification of an employee's personal physician that a specific examination or portion of an examination is harmful to the employee due to an existing medical condition, the employee shall be exempted from that specific examination or portion of examination. The certification shall include the diagnosis of the existing medical condition and the basis for the exemption.

d. The County shall provide follow-up medical examinations every three (3) years for an employee who may be exposed to hazardous materials in the course of their employment.

e. If an employee feels that he/she has had a significant exposure to a hazardous substance, he/she should notify their division chief. The division chief shall make arrangements for the employee to undergo an evaluation by the County Employee Health Physician.

7.10 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.

7.11 RETIREE HEALTH CONTRIBUTION

The County will not provide a subsidy toward the payment of insurance premiums for medical or dental insurance for retirees.

7.12 HEALTH CARE REOPENER

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 EMSSC in writing, EMSSC shall request to meet and confer over any proposed change within ten (10) days. The parties agree to meet and confer in good faith pursuant to G.C. 3500 et seq. and Charter Article XIX, Section 91-95. 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. Any agreement resulting from such negotiations shall become an addendum to this Agreement.

ARTICLE VIII LEAVES - TIME OFF

8.1 VACATION ACCRUAL

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

b. An employee shall accrue vacation and accumulate vacation in accordance with the following schedule:

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

*eight-hour day

c. Upon proper application by an employee, with the approval of the employee's appointing authority, the Director of Personnel Services may authorize the accrual in appropriate circumstances of more than the number of hours specified in this section.

d. Consistent with the requirements of the department as determined by the appointing authority, accrued vacation time may be taken by each employee. An employee who separates or is terminated from County service or who takes military leave in excess of one-hundred eighty (180) days shall be paid the monetary value of his/her full terminal vacation.

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

8.2 LEAVES OF ABSENCE

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

8.3 SICK LEAVE

a. Sick leave credits shall be earned by regular employees based on the equivalent of full-time service from the date of appointment. Sick leave credit shall accrue to the employee upon completion of the regular work assignment on the last day of the biweekly pay period in which it is earned. Sick leave credit shall accrue on the basis of four and six-tenths (4.6) hours per biweekly pay period of service, and may be accumulated without limitation.

b. Sick leave may be used consistent with reasons in 8.3(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;
- Grandparent;
- 6) Grandchild;
- 7) Sibling
- 8) Any other close relative or child who resides with the employee

c. Sick leave shall be provided for the relationships in 8.3(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.

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.

8.4 SICK LEAVE INCENTIVE PROGRAM

a. Effective with Pay Period #14, beginning June 14, 1992, 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 certificate enabling them to take eight (8) hours off with pay during the following six-month period. Eligible full-time employees who use twelve (12) hours or less of sick leave in Pay Periods #14 through #26 of any year shall receive a certificate enabling them to take eight (8) hours off with pay during the following six-month period. The maximum of twelve (12) hours of sick leave usage will include any hours used under the Family Medical Leave Act. The certificate shall have no monetary value.

b. Regular employees must be continuously on the County payroll and eligible to earn and use sick leave during the entire twenty-six-week period from Pay Period #1 through #13, and from Pay Period #14 through #26. Any employee on an unpaid leave of absence during a portion of the designated twenty-six-week period is excluded for that time period. Any employee during the designated twenty-six-week period who receives pay pursuant to Labor Code Section 4850 or who receives SDI integration pursuant to Section 10.4, or who selects the disability leave option pursuant to Personnel Ordinance Section 2.78.790(b)(2)(bb), is excluded from participation for that time period. Any employee who was temporary and transferred to a permanent position during the designated twenty-six-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 sick leave incentive program. The same eligibility rules as outlined in Subsection b. and c. 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 of twelve (12) 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 sick leave incentive program as outlined above.

8.5 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) Such holidays shall include:
 - (a) January 1 - New Year's Day
 - (b) Third Monday in January - Martin Luther King, Jr.'s Birthday observed
 - (c) February 12 - Lincoln's Birthday
 - (d) Third Monday in February - Washington's Birthday observed
 - (e) March 31 – Cesar Chavez Observance
 - (f) Last Monday in May - Memorial Day
 - (g) July 4 - Independence Day
 - (h) First Monday in September- Labor Day
 - (i) Second Monday in October - Columbus Day
 - (j) November 11 - Veterans' Day

- (k) Fourth Thursday in November - Thanksgiving Day
 - (l) Day after Thanksgiving
 - (m) December 25 - Christmas Day
- (2) When January 1, February 12, March 31, July 4, November 11, or December 25 holidays fall on Sunday, regular employees shall be entitled to the Monday following as a holiday with pay.
 - (3) When January 1, February 12, March 31, July 4, November 11, or December 25 holidays falls on Saturday, regular employees shall be entitled to the preceding Friday as a holiday with pay.
 - (4) 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.
 - (5) Contingent upon agreement with all recognized employee organizations, the above holidays shall be modified to include a Juneteenth Holiday with observance on June 19th.

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

c. Employees 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 employees are unable, because of the needs of the service, to take such time off, he/she shall be credited with four (4) hours compensatory time off. This benefit shall be prorated for part-time employees.

8.6 HOLIDAYS WHILE ON VACATION

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

8.7 FAMILY DEATH LEAVE

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

- (1) spouse
- (2) registered domestic partner

- (3) child
- (4) child of registered domestic partner
- (5) parent
- (6) grandparent
- (7) great grandparent
- (8) grandparent-in-law
- (9) grandchild
- (10) great grandchild
- (11) brother
- (12) sister
- (13) brother-in-law; brother of registered domestic partner; registered domestic partner of brother
- (14) sister-in-law; sister of registered domestic partner; registered domestic partner of sister
- (15) mother-in-law; mother of registered domestic partner
- (16) father-in-law, father of registered domestic partner
- (17) 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 a part-time employee based upon the number of hours worked (for example, a half-time employee to a maximum of twenty [20] hours, four-fifths employee to a maximum of thirty-two [32] hours, a full-time employee to a maximum of forty [40] hours).

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.

8.8 ASSIGNMENT OF LEAVE FOR CATASTROPHIC ILLNESS AND OTHER PURPOSES

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

8.9 PARENTAL LEAVE

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

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

c. The maximum paid parental leave for a full-time regular employee shall be 160 hours. Parental leave shall be prorated for a part-time regular employee. Parental leave shall not extend beyond six (6) months from either: (1) the date of birth of the employee's child, or (2) in the case of adoption, the initial date of residence of such child with the employee. The maximum 160 hours shall apply to each birth or adoption, regardless of the number of children born (twins, triplets, et cetera.) or adopted.

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

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

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

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

h. If the birth or adoption of a minor child takes place while the employee is on military leave, an extension may be granted. The extension is equal to the amount of time taken for military leave, but cannot exceed six additional months.

8.10 COUNTY EMPLOYEES AS VOLUNTEER POLL WORKERS PROGRAM

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

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

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

computation of the total wages or compensation paid the employee by reason of his/her regular employment with the County.

c. Any regular County employee who qualifies and is approved for the County Employees as Volunteer Poll Workers Program will receive his/her regular pay while on paid leave from County employment for one (1) regularly scheduled workday that falls on the day of the election and for such leave time prior to the election as is necessary, including travel, to attend the required poll worker training during the employee's work hours. No overtime or compensatory time shall be earned or accumulated during such paid leave.

ARTICLE IX SALARIES AND SPECIAL PAY DIFFERENTIALS

9.1 SALARY INCREASES

- a. Fiscal Year 2022-2023: Effective June 19, 2022, salaries shall be increased four percent (4%).
- b. Fiscal Year 2023-2024: Effective June 18, 2023, salaries shall be increased four percent (4%)
- c. Effective 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, for Urban Wage Earners and Clerical Workers) reported for each of the 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. Should any miscellaneous retirement class in another bargaining unit receive a negotiated COLA in excess of that received under Section 9.1 (a-c), the COLAs shall be adjusted to reflect that higher amount.
- e. The following classes shall receive an equity adjustment of two percent (2%) effective June 19, 2022: Senior Agriculture & Standards Aide, Agriculture & Standards Inspector, Level I; Agriculture & Standards Inspector, Level II; Senior Agriculture & Standards Inspector; Agricultural & Standards Inspector K9 Handler, Level 1 and 2; Senior Agricultural & Standards Inspector K9 Handler; and Deputy Agriculture Commission Sealer Weights and Measures.
- f. The following classes shall receive an equity adjustment of two percent (2%) effective June 18, 2023: Senior Agriculture & Standards Aide, Agriculture & Standards Inspector, Level I; Agriculture & Standards

Inspector, Level II; Senior Agriculture & Standards Inspector; Agricultural & Standards Inspector K9 Handler, Level 1 and 2; Senior Agricultural & Standards Inspector K9 Handler; and Deputy Agriculture Commission Sealer Weights and Measures.

g.

9.2 SALARY ADMINISTRATION

a. Entry Step:

- (1) The entry step within the established range for each class shall be Step "5" unless specifically designated as Step "6", "7", "8", or "9". Except as otherwise provided below, any person appointed to a class shall receive the entry step of the range of such class and shall accrue other benefits as a new employee.
- (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. Reemployment: Any person appointed in accordance with the rule governing reemployment following layoff shall receive compensation and benefits as though he or she had been on leave without pay.

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

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

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

f. Transfer: Upon transfer, an employee shall receive the same step in the new range as he or she received in the former range. For purposes of this provision, a

transfer is a change between classes where the maximum salary rate of the class to which transfer is made is less than 5% higher or is less than 5% lower.

g. Demotion: A demotion is a change to a class which has a maximum salary rate which is at least 5% lower than the maximum salary rate of the former class. Whenever an employee is demoted due to layoff, without cause or inability on his or her part, his or her salary shall be that step in the new range which provides an equal salary, or in the absence thereof, the nearest lower salary, to that received prior to the demotion. In all cases of demotion for cause, the employee shall receive the same step in the lower range as he or she received in the higher range. An employee with permanent status in a class who, with the approval of the appointing authority, voluntarily demotes to a lower class shall receive the step in the lower range which provides an equal salary or, in the absence thereof, the nearest lower salary to that which was received prior to demotion.

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

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

j. Y-Rate Salary Increase: An employee for whom a Y-rate is established shall not receive any increase in salary until such time as his or her rate of compensation is within the established range for the class, at which time the employee shall receive the highest step of the range. The employee shall receive a proportionate decrease in salary whenever a lower range is established for the class in the Agreement.

k. Granting of Status: Whenever the Civil Service Commission or other appropriate authority grants an employee direct status in a higher paying class, the range for which is approximately one (1) step greater than the range of the employee's former class, the employee shall receive the step determined by the rule governing promotions.

l. Class Salary Range Changes: When the salary range for a class is changed in the Agreement, employees in the class shall change to the new range but shall remain at the same step. When changes in an employee's class or salary, or both, occur simultaneously with salary range adjustments in the Agreement, the employee changes shall precede the Agreement adjustments in application.

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

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

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

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

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

r. Exceptional Qualifications: At the request of the appointing authority and subsequent to a recommendation by the Personnel Director, the County Executive may approve a salary above the established entry step for the class in order to recruit an individual who has demonstrated superior knowledge and ability in the civil service examination process and whose combined education and experience represent substantially better preparation for the duties of the class than required by the minimum employment standards. In the application of this provision, consideration also shall be given to current employees in the same class who possess comparable qualifications and, if determined equivalent, the employee shall be advanced to the same step as the employee hired at advanced step.

9.3 APPOINTMENT AND/OR ADVANCEMENT ABOVE ENTRY LEVEL

a. For regular employees, 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. This subsection memorializes the practice pertaining to, and maintains the status quo of, appointment and/or advancement from lower to higher levels in multi-level classifications.

b. Advancement from the lower to higher salary level shall not be arbitrarily, nor capriciously denied.

c. 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 nor assigned any meet and confer rights or obligations regarding the establishment of minimum qualifications for salary levels to the Civil Service Commission.

9.4 SALARY STEP INCREASES

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

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

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

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

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

f. An employee in Step "9" shall have no step increase date, and service in Step "9" shall not be considered as eligible service for future step increases.

g. Continuous extra-help employment up to twenty-six (26) biweekly pay periods of full-time service, or the equivalent, shall be considered as eligible service for a step increase for an employee who is appointed to a regular position without a break in service. Such extra-help employment shall be subject to all other provisions of this section governing step increases.

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

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

j. Only regular employees are eligible for step increases.

9.5 NOTICE RE DENIAL OF STEP INCREASES

a. Prior to denial of a step increase, an employee shall be given at least ten (10) workdays' notice of intention to deny by the appointing authority. The notice shall be in writing and shall state the reasons for the denial.

b. If the employee performance or conduct on which the denial is based occurs in whole or in part during said ten-day period, this term shall not apply.

9.6 PAYROLL ERRORS

a. This provision applies when the Director of Personnel Services determines that an error has been made in relation to the base salary, overtime cash payment or paid leave accruals, balances, or usage, 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 Department of Personnel Services also shall give written notice to the employee.

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

c. 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.

d. If an 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 Department of Personnel Services' initial written notice to the employee.

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

e. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

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

9.7 STANDBY ASSIGNMENTS

a. Any employee who is required to remain on standby for work shall be compensated the equivalent of two (2) hours' straight time pay for each eight-hour standby shift, whether or not the employee is called to work. A standby shift of four (4) hours or less shall be compensated at one (1) hour straight time pay. Standby pay may only be earned once in each standby shift.

b. The employee who performs work, whether on standby duty or not, shall be compensated therefor at the rate established for the job class in the following manner:

- (1) For office/field work which requires the employee to come to the office site or conduct a field visit the employee shall be paid a minimum of two (2) hours overtime compensation.
- (2) For non-office/non-field work which does not require the employee to come to the office site or conduct a field visit but is conducted, for example, by telephone from the employee's residence, the employee shall be paid based on the actual time worked, but not less than one hour compensation.
- (3) When an employee is required to respond to a work requirement, but is then subsequently recalled, the employee shall be paid a minimum of two (2) hours' compensation.

9.8 DEFERRED COMPENSATION

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

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

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

d. An employee who qualifies pursuant to the above shall be entitled to a pay differential of forty (40)_cents per paid hour per pay period.

9.10 PAY DIFFERENTIAL FOR WORKING IN AN OUT-OF-CLASS ASSIGNMENT

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

b. The differential shall be five percent (5%).

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

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

(4) The employee must satisfactorily perform the essential significant duties of the vacant position.

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

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

9.11 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/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).

9.12 AGRICULTURAL & STANDARDS INSPECTOR CANINE HANDLER – NIGHT SHIFT PAY

a. Employees in the class of Agricultural & Standards Inspector I/II Canine Handler and Senior Agricultural and Standards Inspector (Canine Handler) shall receive night shift pay if more than half of their work period is before eight a.m. or after five p.m. Night shift differential pay shall be five percent (5%) of the employee's standard daily or biweekly salary rate.

b. When eligible for night shift pay, an employee in the class of Agricultural & Standards Inspector I/II and Senior Agricultural and Standards Inspector (Canine Handler) shall only receive the pay for actual hours worked before eight a.m. or after five p.m.

9.13 SPECIAL DUTY – COMMERCIAL DRIVER’S LICENSE

An employee in the class of Agricultural and Standards Inspector or Senior Agricultural and Standards Inspector who is required to maintain a Commercial Class A License or Commercial Class B License for the lawful operation of certain vehicles, when the class specification does not make the same requirement for all of the positions within the class, will receive special duty pay of 1%.

An employee must be assigned in writing by the appointing authority to receive the special duty pay and must continuously maintain the valid certification

9.14 LONGEVITY

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

ARTICLE X RETIREMENT

10.1 RETIREMENT CONTRIBUTION

a. All employees will pay 50% of the combined employee and employer normal cost as defined in the County Employees’ Retirement Law of 1937 (1937 Act).

10.2 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.

10.3 NON-SERVICE CONNECTED DISABILITY RETIREMENT

Effective October 3, 1982, all employees in the unit who were members of the Sacramento County Employees' Retirement System prior to September 26, 1981, and who are granted a non-service connected disability retirement shall have benefits for non-service connected disability computed as prescribed by Section 31727.7 of the County Employees' Retirement Law of 1937.

10.4 DISABILITY RETIREE-RETURN RIGHTS

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

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

10.5 DISCUSSION OF ALTERNATIVES TO LAYOFF

If it becomes necessary for the County to have a reduction in 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.

10.6 RETIREMENT ENHANCEMENT FOR MISCELLANEOUS MEMBERS

a. Effective June 27, 2004, or sooner if agreement is reached with all other recognized employee organizations representing miscellaneous members, the County

will implement the 2% @ age 55 ½ plan and employee purchase of prior service credits to a maximum of four (4) years. The election to purchase shall be open ended with the employee purchase of the employee's share, County's share, and accumulated interest.

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

10.7 TIER 4 MISCELLANEOUS EMPLOYEE RETIREMENT

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

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

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

10.8 TIER 5 MISCELLANEOUS EMPLOYEE

All employees hired on or after January 1, 2013 shall be subject to the California Public Employee's Pension Reform Act of 2013 (PEPRA). Such miscellaneous employees will be placed into Miscellaneous Tier 5 or 2% at 62.

**ARTICLE XI
SENIORITY, LAYOFFS AND REEMPLOYMENT**

**DIVISION A
APPLICATION-PURPOSES-RIGHTS**

11.1 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. Additionally, the provisions of this article shall be construed to enable the County, at its sole and exclusive discretion, to establish a four-fifth's time position in lieu of any deleted full-time position, in order to implement a reduction-in-hours in lieu of layoff of employees. 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.

11.2 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. Reduction-in-Hours in Lieu of Layoff: The assignment of an employee in a full-time (40 hours per week) position to a four-fifths time (32 hours per week) position in lieu of layoff.
- f. 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.
- g. 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.
- h. Status: The employee's current appointment, such as permanent, temporary, provisional, or probationary. Temporary includes intermittent and limited term.
- i. 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.
- j. 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.

11.3 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 11.5.

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.

11.4 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.

11.5 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. For the purposes of seniority, Environmental Specialist in the I and II levels shall be considered as the same class.

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

e. 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.

f. 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.

g. 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.

11.6 REDUCTION-IN-HOURS IN LIEU OF LAYOFF

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

b. When it becomes necessary due to a lack of work, lack of funds, or in the interest of economy, to implement a reduction-in-hours of employees in a department, the order in which employees within each class will be assigned to the four-fifths time position in lieu of layoff shall be based on seniority as provided in Section 11.5.

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

d. Any employee who is reduced-in-hours in lieu of layoff shall, in the absence of a layoff of said employee, have no right either pursuant to Section 11.4 or otherwise, to demote within the department or to request demotion to another department.

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

f. An involuntary reduction-in-hours not to exceed six (6) months shall only be implemented to the extent that the number of accepted volunteers for four-fifths positions under Section 11.7 and the number of accepted volunteers for leaves of absence under Section 11.8 are insufficient to achieve that number of reductions as determined by the County.

11.7 VOLUNTARY REDUCTION-IN-FORCE

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 except 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.

11.8 VOLUNTARY LEAVES OF ABSENCE FOR THE PURPOSE OF ACHIEVING REDUCTIONS

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

b. When notice is given under Section 11.7 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 except 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.

11.9 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 11.31. If there are no eligible employees available on the reemployment lists described in Section 11.31, the position shall be filled in accordance with other personnel rules;
 - (4) Reestablish a full-time position in lieu of the vacant four-fifths time position and make an assignment or appointment to that position in compliance with Section 11.28. If there are no eligible employees available on the return or reemployment lists described in Section 11.28, 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.

11.10 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

11.11 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 both by regular mail and certified mail, to the last known address. . The last known address shall be deemed to be that address which is entered into the County's payroll system.. The notice shall be deemed served on the date it is personally handed to the employee. If notice is provided by mail, the employee shall be deemed to have received notice five (5) days after the date of mailing.

b. The effective date of layoff shall be not earlier than the 14th calendar day following the date of service of the notice of layoff.

11.12 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 to each employee who is to be laid off/reduced-in-hours in lieu of layoff.

11.13 GRIEVANCE ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 11.14 through 11.24 shall apply to grievances concerning the validity or timeliness of service of notice of layoff/ reduction in hours in lieu of layoff, the order of layoff/ reduction-in-hours in lieu of layoff, or the identification of who is laid off/reduced-in-hours in lieu of layoff under the order of layoff/reduction-in-hours in lieu of layoff.

11.14 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.

11.15 TIME, PLACE AND MANNER OF FILING

a. A grievance shall be filed on a form prescribed by the County. Each grievance shall state for each named 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/her rights.

11.16 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.

11.17 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 11.16 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 under the order of 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.

11.18 ARBITRATION - SCHEDULING

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

11.19 CONSOLIDATION OF PROCEEDINGS

a. It is understood that the County is entering into this type of agreement with exclusive representatives of other representation units of County employees. The County Executive or his/her designee shall be authorized to order the consolidation for purposes of hearing and decision of a complaint by the 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 Subsection 11.20-a., or in the event of their unavailability, the arbitrator selected pursuant to Subsection 11.20-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 (1) decided among those ordered to be consolidated.

11.20 APPOINTMENT OF ARBITRATOR

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

b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties may mutually agree to solicit from the State of California Mediation and Conciliation Services a list of seven (7) arbitrators.

c. In the event the parties are unable to agree on an arbitrator within the time stated, or agree to use a list provided by the State of California Mediation and Conciliation Service, the parties shall solicit from the American Arbitration Association a list of seven (7) arbitrators.

d. After receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains. The party to strike first shall be selected in an impartial, random manner.

e. If an arbitrator selected declines appointment or is otherwise unavailable, an arbitrator shall be selected by alternately striking arbitrator's names from the names remaining on the list, unless an arbitrator can be mutually agreed upon.

11.21 HEARINGS

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

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

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

11.22 QUESTIONS

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

- a. Whether or not the notice of layoff/reduction-in-hours in lieu of layoff was served in a timely manner in compliance with the provisions of this article;
- b. Whether the order of layoff/reduction-in-hours in lieu of layoff complied with the terms of this article;
- c. Whether the identification of particular 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.

11.23 DECISION

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

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing or hearings. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state the reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.
- b. The arbitrator shall not have jurisdiction or authority to order reinstatement, back pay or any other relief for any 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 was 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 11.11.
- e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff/reduction-in-hours in lieu of layoff of fewer personnel than ordered by the County or which otherwise impairs the discretion of the County to determine the number of personnel within each department who will be employed.
- f. The arbitrator shall have no authority to add to, delete, or alter any provision of this article, but shall limit his/her decision to the application and interpretation of its express provisions.
- g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by those interpretations.
- h. The decision of the arbitrator shall be final and binding as to all matters within his/her jurisdiction.

11.24 COSTS

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

DIVISION C REEMPLOYMENT/RETURN

11.25 ENTITLEMENT

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

- a. A person who held permanent status in the class from which the person was laid off, 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/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.
 - (1) 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.

11.26 TYPE OF POSITION

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

11.27 LIMITED TERM

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

11.28 DEPARTMENTAL LISTS FOR RETURN TO FULL-TIME EMPLOYMENT

The County shall prepare a departmental list for return to full-time employment for each class in each department in which 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 11.7. The order of employees on the departmental list for return to full-time employment shall be based upon seniority as provided in Section 11.5. 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.

11.29 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.

11.30 COUNTY-WIDE REEMPLOYMENT LISTS

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

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

11.31 RETURN, APPOINTMENT AND CERTIFICATION PRIORITIES

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

- a. 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 11.7-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 Subsection 11.31-c.(2).

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

11.32 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, that is, the employee requests the reduced-in-hours position and is accepted pursuant to the provisions of Section 11.7). Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.

11.33 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS

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

- a. Upon the expiration of 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 Subsection 11.31-c.(2) except in instances where the person states in writing that he/she temporarily is medically incapacitated.
- d. In the event a person states in writing that he/she does not desire appointment from the list, or fails to file a written statement expressing his/her desire for appointment within five (5) calendar days following certified mailing to the person's last known address.

11.34 REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS

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

- a. Upon the expiration of 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 Subparagraph c. of Section 11.33, a person shall be authorized to decline appointment to a class to which the person has been certified by submitting a written statement which objects to the appointment on the basis of the identity of the department, geographical location of the job, or shift schedule of the job. Such a declination shall not result in removal of the person from the County-wide reemployment list. The person shall not thereafter be certified for appointment to a vacancy which falls within the description of the written objection.

11.35 EFFECT OF REEMPLOYMENT

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

b. Effective July 1, 2009, any person who is reemployed from either a departmental reemployment list or a County-wide reemployment list into a permanent position in County service shall be entitled to reinstatement of any sick leave balances that had previously accrued to that employee as of the effective date of lay-off.

11.36 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.

11.37 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 11.38 through 11.44 shall be applicable only to disputes arising under Division C of this article.

11.38 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 11.25, 11.26, 11.27, 11.28, 11.29 or 11.30, 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 11.36.

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.

11.39 OTHER MATTERS

a. Except as to matters referred to in Section 11.38, 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 11.25 and 11.35.

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

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

11.40 PRE-ARBITRATION HEARING

a. A hearing shall be held by the County Executive or his/her designee on all grievances filed pursuant to the provisions of Sections 11.38 and 11.39, 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/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.

11.41 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.

11.42 ARBITRATION SCHEDULING

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

- a. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree, the arbitrator shall be appointed by the American Arbitration Association.
- b. Except as otherwise mutually agreed or otherwise provided, herein, the arbitration hearings shall be conducted in accordance with the rules of the American Arbitration Association.
- c. The parties to the proceedings shall be deemed to be the County and the Association, and no employee, group of employees or other person shall be deemed to be parties to the proceedings.

11.43 DECISION

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

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.
- b. The arbitrator shall not have jurisdiction or authority to revise the order of either a County-wide reemployment list, 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/her decision to the application and interpretation of its express terms.
- f. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators and subsequent arbitrators shall be bound by the interpretations by prior arbitrators of the terms of this article.
- g. The decision of the arbitrator shall be final and binding as to all matters within his/her jurisdiction.

11.44 COSTS

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

**DIVISION D
MISCELLANEOUS**

11.45 WITNESSES

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

**ARTICLE XII
EMPLOYEE ASSIGNMENTS, ADVANCEMENT,
RETENTION AND REIMBURSEMENTS**

12.1 PROBATIONARY PERIOD

The probationary period for an employee covered by this Agreement is six (6) months. The County agrees not to recommend a probationary period longer than six (6) months respecting any position in County service covered by this Agreement without first meeting and conferring with Association.

12.2 TRANSIT PASS

The transit subsidy shall be increased to \$75 per month

12.3 EDUCATION REIMBURSEMENT

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

12.4 MILEAGE REIMBURSEMENT

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

12.5 PROGRAM IMPROVEMENTS

The County agrees that written proposals for program improvements presented to the Director of the Environmental Management Department by the Association shall be given reasonably prompt written responses.

12.6 PART-TIME EMPLOYEES

Regular employees of a specific section, unit or division may request to be employed on a part-time basis subject to such rules and regulations as the appointing authority, in his/her sole discretion, may establish.

- a. Employees may be employed part-time to work thirty-two (32) hours or less per week.
- b. The salary of part-time employees shall be prorated based on the number of hours worked.
- c. Vacation, sick leave, and holiday benefits shall be prorated based on the number of hours worked.
- d. Part-time employees working twenty (20) hours or more a week shall be eligible for group medical insurance and health benefits, life insurance, and group dental benefits, and the County shall make contributions in the same amount as for full-time regular employees.
- e. In the event a reduction-in-hours in lieu of layoff is implemented, the provisions of this section, as well as the rules and regulations established by the appointing authority shall be without further action automatically changed where necessary to comply with the requirements associated with the reduction-in-hours in lieu of layoff provisions of this Agreement.

12.7 JOINT LABOR-MANAGEMENT COMMITTEE

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

- a. The committee will meet every other month or more often if mutually agreed to by the parties.
- b. The agenda for each meeting will be decided five (5) working days in advance of the meeting, unless otherwise mutually agreed to by the parties.

- c. The County will release a reasonable number of officially designated Association officers for attendance as needed at the meetings. The number of officers in attendance will be mutually agreed upon before each meeting.
- d. This section is not grievable within the meaning of the grievance procedure as defined in Article V of this Agreement.

12.8 PROFESSIONAL CERTIFICATION

Where a department requires an employee to maintain a professional certification for his or her position, the department shall reimburse the employee the cost of the renewal fee.

ARTICLE XIII DISCIPLINE AND DISCHARGE

13.1 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 13.2 below, of an employee in a class included in the Environmental Specialists Supervisory and Non-Supervisory Units.

13.2 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 Environmental Management Specialists of Sacramento County (Association).

13.3 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.

13.4 APPLICATION

- a. This article shall only apply to an employee with permanent civil service status.
- b. Probationary Status: This article shall not apply to an employee in probationary status who shall have no right to grieve or arbitrate release from such probationary appointment.

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

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

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

13.5 CAUSE FOR DISCIPLINARY ACTION

No disciplinary action shall be taken against a permanent employee without good cause. "Good cause" is defined as any facts which, based on relevant circumstances, may be reasonably relied on by the appointing authority in the exercise of reasonable discretion as a basis for disciplinary action. "Good cause" includes, but is not limited to:

- a. Fraud in securing appointment.
- b. Incompetency.
- c. Inefficiency.
- d. Inexcusable neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drunkenness on duty.
- h. Addiction to the use of narcotics or habit-forming drugs.
- i. Inexcusable absence without leave.
- j. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- k. Discourteous treatment of the public or other employees.
- l. Political activity prohibited by state or federal law.
- m. Willful disobedience.

- n. Violation of any of the prohibitions set forth in Section 71 of the Sacramento County Charter.
- o. Refusal to take and sign any oath or affirmation which is a federal, state or County requirement.
- p. Any failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the County or his/her employment.
- q. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification.
- r. Any violation of Civil Service Commission Rule 6.6-a which prohibits the solicitation of waivers.
- s. Failure to pay a service fee, or a contribution required in lieu of a service fee, pursuant to an agency shop provision in a labor agreement between the County and a recognized employee organization, where the disciplinary action in question is provided for in such agreement.

13.6 CAUSES FOR PERSONNEL ACTION DUE TO PHYSICAL OR MENTAL DISABILITY

For non-disciplinary reasons, a permanent employee's employment may be terminated or a permanent employee may be reduced in rank because of physical or mental disability which disability precludes the employee from the proper performance of the essential duties of his/her job. Any such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 13.5.

13.7 NOTICE REQUIREMENT AND EFFECTIVE DATE OF ORDER

- a. The appointing authority or designee shall file a written proposed order and final order of disciplinary action with the Director of Labor Relations.
- b. A copy of the proposed and final notice of disciplinary action shall be served upon the employee either personally, or by both regular and registered or certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address which is entered in the County's payroll system. If notice is provided by mail, the employee should be deemed to have received notice five (5) days after the date of mailing. At the same time, service shall be made to the Association.
- c. The order shall be approved as to form by the Office of Labor Relations and shall include:

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

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

13.8 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 Director of Labor Relations. The notice of appeal shall contain the name and address of the person to whom all written communication regarding this appeal shall be sent.

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

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

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

e. If the 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.

13.9 APPOINTMENT OF 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 Subsection 5.14-a. b. c. and d. of this Agreement.

13.10 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.

13.11 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.

13.12 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

- 1. After an arbitrator has been selected and dates have been circulated, any failure by the appellant to select an arbitration date within thirty (30) days shall result in the withdrawal of the appeal unless such failure is a result of the inaction of the County. In circumstances where a date is not selected within thirty (30) days because the parties were unable to find a common date amongst those provided, the appeal shall not be considered withdrawn.
- 2. In the event of a cancellation of a scheduled arbitration, the parties will select replacement date within fifteen (15) days, any failure by the appellant to select a replacement date within fifteen (15) days shall result in the withdrawal of the appeal, unless such failure is a result of the inaction of the County. In circumstances where a date is not selected within fifteen (15) days because the parties were unable to find a common date amongst those provided, the appeal shall not be considered withdrawn.

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

13.13 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.

13.14 DECISION

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

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

13.15 FINALITY OF DECISION

The decision of the arbitrator shall be final and binding.

13.16 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.

13.17 WITNESSES

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

13.18 EXPEDITED ARBITRATION

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

ARTICLE XIV CLOSURE OF COUNTY FACILITIES TO ACHIEVE COST REDUCTIONS

14.1 FACILITIES CLOSURE

a. The parties agree that the Board of Supervisors shall have the right to close County facilities, regardless of funding source, for up to twelve (12) workdays per year.

The twelve days (12) will be determined at the sole discretion of the County. If the County, in its sole discretion, decides to invoke this authority, it will notify the Association of this decision and the dates of the facility closures.

b. The purpose of the facilities closure is to reduce the need for layoffs, and to establish a schedule for the uniform closure of certain County facilities and services.

c. The closure shall not apply to twenty-four -hour institutions, to specified law enforcement functions, or other public services that normally operate on legal holidays. Services that do not normally function on legal holidays will be closed unless authorized by the Board of Supervisors or the County Executive.

14.2 EMPLOYEES ACCRUE DEFERRED HOURS

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

b. Such employees who do not work on the furlough days shall not be paid for those days. The reduction in pay shall be prorated over up to twenty-four (24) pay periods, two (2) pay periods for each day facilities are closed. Beginning with the first pay period of fiscal year, and for each pay period thereafter, four (4) hours pay shall be deferred. Employees shall be paid for seventy-six (76) hours although they work eighty (80) hours. Part-time employees shall receive prorated hours deferred and prorated salary reduction.

c. On days County facilities are closed in accordance with this provision, employees will utilize deferred hours to maintain their level of pay. If employees do not have sufficient deferred hours, they will be allowed to use vacation, CTO, or HIL leave accruals to maintain their level of pay.

14.3 EMPLOYEES EXEMPT FROM DEFERRED HOURS

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

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

14.4 PAID IF REQUIRED TO WORK

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

14.5 BENEFITS

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

14.6 HOLIDAYS

If a day of facilities closure is on a Friday preceding a Saturday holiday, employees will receive CTO which may be taken on another day.

14.7 TREATMENT OF DEFERRED HOURS AT THE END OF THE FISCAL YEAR

Employees, who have an accrued balance of deferred hours at the end of the fiscal year, may take such time off during the next fiscal year.

14.8 TERMINATING EMPLOYEES

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

14.9 ATTACHMENT "A"

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

14.10 AUTHORITY FOR FACILITIES CLOSURE DURING THE TERM OF THE AGREEMENT.

Employees in the Environmental Specialists, Supervisory and Non-Supervisory Units shall be exempt from implementation of the furlough provision in fiscal years 2006-07, 2007-08, 2008-09, 2009-10, and 2010-11.

ARTICLE XV MISCELLANEOUS

15.1 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/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's behavior, conduct, and/or performance.

b. An employee may grieve whether a formal letter of reprimand was given for just cause through to Step 2 of the grievance procedure of the Agreement. "Just 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 the reprimand. 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 formal letter of reprimand and no subsequent disciplinary action has been taken by the County during the following two (2) years, the employee may request removal of that letter of reprimand from the personnel file. Such request for removal shall not be unreasonably denied.

15.2 SAFETY SHOES/BOOTS REIMBURSEMENT

a. When it is determined by the appointing authority that the wearing of safety, shoes/boots will be required of certain employees, the County will provide reimbursement of up to \$250.00 per calendar year for the purchase and maintenance of a prescribed safety, shoe/boot. The employee will be required to provide proof of purchase or repair cost of the safety, shoes/boots prior to reimbursement. Any amount of purchase or repair costs of the safety, shoe/boot that exceeds \$250.00 shall be the responsibility of the employee and not eligible for reimbursement.

b. The prescribed shoe/boot must meet the standards prescribed in the Department's Injury and Illness Prevention Program plan.

c. Employees receiving the reimbursement are required to wear the prescribed, shoe/boot whenever on field related duties, or be subject to disciplinary action.

d. Employees who are required to furnish and wear safety, shoes/boots in the performance of their duties shall be reimbursed following submission of a receipt for the purchase or repair. Employees who are eligible for a shoe/boot reimbursement for less than the full twelve-month calendar period shall receive a prorated payment. Reimbursement shall be made separate from regular salary payment.

15.3 AUTOMATIC RESIGNATION

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

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

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

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

**ARTICLE XVI
TERM**

16.1 TERM

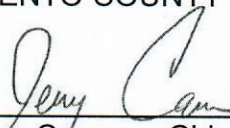
a. The provisions of this Agreement shall be effective on July 1, 2022, except as otherwise specifically provided.

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

Date _____

ENVIRONMENTAL MANAGEMENT
SPECIALISTS OF
SACRAMENTO COUNTY

BY:

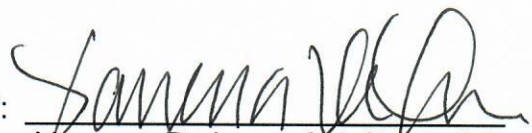


Jerry Camous, Chief Negotiator

Kari Wagner, President

COUNTY OF SACRAMENTO

BY:



Vanessa De Leon, Chief Negotiator

Matt Holling

Parminder Malhi

Jessica Pellerin

Attachment "A"

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

Situation	Result	Comments
Terminations.	Employee is paid for any furlough hours accrued and not used.	Treated the same as any other leave balance.
Differentials.	Differentials will be paid prior to the reduction.	
Part-time employees.	No change.	Exempt per 14.3-b.
Change from FT - PT.	No change.	Exempt per 14.3-b.
Change from PT - FT.	4.0 hours leave accrual will be taken. Pay is reduced by 4.0 hours.	
Voluntary furlough.	4.0 hours leave accrual will be taken. Pay is reduced by 4.0 hours. If furlough day falls on day off, another day is taken as furlough.	The employee will be treated as any other full-time employee.
Not enough accrued furlough to cover furlough day.	Dock time or other applicable leave balances.	