

**AGREEMENT**  
**BETWEEN**  
**COUNTY OF SACRAMENTO**  
**AND**  
**ENGINEERING TECHNICIANS AND TECHNICAL**  
**INSPECTORS**



**2022-2025**

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## **Preamble**

This agreement, (Agreement), entered into by the County of Sacramento, (County) and Engineering Technicians and Technical Inspectors (ETTI), has as its purpose the promotion of harmonious labor relations between the County and ETTI; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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

## **Article 1 - Recognition**

- a. The County recognizes ETTI as the exclusive representative for all classifications listed in Exhibit "A."
- b. ETTI recognizes the County Executive or designee as the negotiating representative for the County and shall negotiate exclusively with them or designee, except as otherwise specifically spelled out in this Agreement.

## **Article 2 - ETTI Rights**

### **2.1. ETTI Security**

- a. Upon certification from ETTI that an employee has signed an authorization for the deduction of dues and approved insurance and benefit programs, the County will make payroll deductions in an amount to be determined by ETTI. The County will promptly remit deductions to ETTI with a list of dues paying members. Employee requests to cancel membership dues deductions must be directed to ETTI. Upon notification from ETTI that an employee has canceled membership dues, the County shall promptly cease dues deductions from the employee's paycheck. ETTI shall hold the County harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions, and shall indemnify the County for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).
- a. "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 ETTI 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.
- b. Solicitation and/or servicing of ETTI insurance and benefit programs shall not interrupt on-duty employees nor be conducted in County facilities without prior approval of the County.



- c. Employees who are members or become members of ETTI will maintain their membership during term of the Agreement, except employees may withdraw their membership during the 1<sup>st</sup> through the 15<sup>th</sup> of the month in which the Agreement expires.
- d. The County provides ETTI quarterly list of employee names, class, and department.

## **2.2. ETTI Notices and Meetings**

- a. Upon written request of the President of ETTI an employee may be granted an excused absence without pay for a period of time sufficient to attend conferences, conventions, or special training schools.
- b. ETTI may use County conference rooms and similar building facilities for meetings with employees it represents; and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.
- c. Use of County meeting facilities requires at least twenty-four (24) hours advance notice to the appropriate County official and if available may be; once scheduled, ETTI meetings may not be cancelled by the County except under emergency situations. The County may establish reasonable regulations governing the use of County facilities as provided by this section.
- d. ETTI is entitled to the use of a bulletin board at each work location where they are established or where they may be reasonably necessary.
- e. Duly authorized representatives of ETTI are permitted, at all times that employees it represents are working, to enter offices to transact business within the scope of representation and to observe conditions under which employees are employed and carry out their responsibilities; provided, however, that the ETTI representative, upon arrival at the facility, notify the person in charge of the areas they wish to visit. Access will not be unreasonably denied and If denied, the reason for denial must be stated.
- f. ETTI may transmit reasonable amounts of written materials through the County's departmental inter-office mail and/or email system unless otherwise prohibited by law. The County will instruct personnel that sealed mail marked "ETTI Business, Confidential" is to be delivered to the addressee unopened.

## **2.3. ETTI Representation**

- a. The County will deal with designated officers and chapter representatives of ETTI on all matters relating to grievances and the interpretation, application, or enforcement of the express terms of this Agreement. Officers and chapter representatives are permitted County time to represent employees on grievances.

b. ETTI will provide the County a written list of changes to officers or chapter representatives within a reasonable time. Officers or chapter representatives are not recognized by the County until those lists are received.

c. The ETTI officers and chapter representatives recognized by the County are:

- President
- Vice-President
- Secretary-Treasurer
- President Ex-Officio
- Building Inspection Representative
- Code Enforcement Representative
- Construction Inspection Representative
- Construction Materials Laboratory Technician Representative
- Engineering Technician Representative
- Planning Representative
- Sanitation District Representative
- Wastewater Treatment Plant Representative

Upon request of ETTI, the County will meet and confer with respect to any changes proposed to the above list of officers.

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

#### **2.4. Release Time for ETTI Officers and Representatives**

The following officers and representatives will be entitled to yearly release time per fiscal year up to the following amounts:

- President — 120 hours
- Vice-President — 80 hours
- Secretary — Treasurer — 80 hours
- Building Inspection Representative — 80 hours
- Construction Inspector Representative — 80 hours

- Engineering Technician Representative — 80 hours
  - Code Enforcement Representative — 80 hours
- a. The above release time hours are attached to the officer representative, not the individual. In the event an officer or representative position is vacated and filled by another employee, the hours utilized by the previous officer/representative are counted toward the total hours available to the new officer/representative for that fiscal year.
  - b. The above release time hours shall be at no cost to the County. ETTI is charged the fully loaded hourly rate per employee for the number of hours utilized by each officer/representative up to the maximum hours listed above. The fully loaded hourly rate excludes worker's compensation costs and is reset each fiscal year.
  - c. The County maintains a customer account in COMPASS for ETTI. Individuals using release time will have an order created which will be logged on their time sheet. Each month, an invoice will be provided to ETTI with the charges incurred for that particular month. The invoice will include the employee's name, classification, date, hours and total amount due. Payment is due within thirty (30) days from date of invoice.
  - d. If payment for release time is not received within sixty (60) days of the invoice date, release time will no longer be authorized for any officer/representative until payment is made and all account balances are in good standing.
  - e. The following applies to release time:
    - Release Time will be submitted to the employee's supervisor or manager in advance for approval.
    - The officers and representatives will arrange a regular and routine release schedule with their respective supervisors, to the extent possible.
    - Officers and representatives should provide at least two (2) weeks advance notification for release time of more than an eight-hour duration.
    - In the event of a strike or any other work stoppage by ETTI, ETTI is ineligible for the use of this release until such action is discontinued.

## **2.5. Joint Labor-Management Committee**

The parties created a joint labor-management committee that is governed by the following principles:

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

the meeting, unless otherwise mutually agreed to by the parties.

- c. The County will release a reasonable number of officially designated ETTI representatives for attendance as needed at the meetings. The number of representatives in attendance will be mutually agreed upon before each meeting.

This section is not grievable within the meaning of the grievance procedure as defined in Article 4.

### **Article 3 - General Provisions**

#### **3.1. County Rights**

- a. County rights and functions, except those which are expressly abridged by this Agreement, 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 does not modify the provisions of the Charter relating to civil service or personnel administration. The Civil Service Commission continues 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 ETTI regarding matters within the right of the County to determine.
- e. This section is not subject to the grievance and arbitration procedure as set forth in Article 4.

#### **3.2. Definitions**

- a. The term "extra-help employee" means any employee who is employed for a period of short duration, whether part time or full time, in a position which either is designated as extra-help in the annual salary ordinance.
- b. The term "regular employee" means any officer or employee who occupies a permanent position, whether part time or full time, established in accordance with

the annual salary ordinance, in the class which is intended for permanent or career-type employment; and any regular employee who temporarily transfers to temporary position.

- c. Term "part-time employee" means any employee who is assigned to work substantially less than the normal hours of work during the employee's period of employment. A part-time employee may be either a "regular" or an "extra-help" employee, and eligibility of such employee for the benefits provided in this Agreement is determined accordingly. Employees assigned on a part-time basis accrue salary and benefits on the basis of actual time worked, including authorized absences with pay.

### **3.3. Strikes and Lockouts**

- a. No lockout of employees will be instituted by the County during the term of this Agreement.
- b. ETTI agrees that during the term of this Agreement, neither it nor its officers, employees, or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the County. In the event that ETTI members participate in such activities in violation of this provision, ETTI must notify those members so engaged to cease and desist from such activities and instruct those members to return to their normal duties.

### **3.4. Discrimination**

- a. The County will not interfere with or discriminate in any way against any employee by reason of their membership in ETTI, or activity approved by this Agreement, nor will the County discourage membership in ETTI or encourage membership in any other employee organization.
- b. ETTI recognizes its responsibility as exclusive negotiating agent and agrees to represent all employees without discrimination, interference, restraint, or coercion. The provisions of this Agreement are applied equally to all employees, without discrimination as to age, sex, marital status, religion, race, color, creed, national origin, or political or employee organization affiliation. ETTI shares equally with the County the responsibility for applying this provision of the Agreement.

## **Article 4 - Grievance and Arbitration Procedure**

### **4.1. Purpose**

- a. This grievance and arbitration procedure is 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.

#### **4.2. Definitions**

- a. A grievance is a complaint of one (1) employee or a group of employees, or a dispute between the County and ETTI, involving the interpretation, application, or enforcement of the express terms of the Agreement.
- b. The term "immediate supervisor" means the individual who assigns, reviews, and directs the work of an employee.
- c. The term "party" means an employee, ETTI, or the County.

#### **4.3. Time Limits**

- a. Parties involved in a grievance should 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.
- b. Should either the grievant or the proper respondent be absent from work for a period of time which makes response to the grievance within the appropriate time frame impractical, the time limits at a specific level of review shall be extended on a day-for-day basis up to twenty (20) calendar days.

#### **4.4. Presentation**

The grievant and the officer or representative may present a grievance while on duty. On group grievances no more than four (4) County employees may participate on behalf of ETTI while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the County.

#### **4.5. Application**

Grievances shall be brought through the procedure set forth below. The grievance procedure adopted by the Board of Supervisors does not apply to employees covered by this Agreement.

#### **4.6. Informal Discussion**

The grievances initially should be discussed with the immediate supervisor. Employees may be represented by a representative during those discussions. Within fifteen (15) calendar days of the discussion, the immediate supervisor will give their decision.

#### **4.7. Formal Grievance - Step 1**

- a. If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to omit the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than fifteen (15) calendar days after the event or circumstances occasioning the grievance.
- b. A formal grievance will be initiated in writing on a form prescribed by the County and filed with the persons designated by the appointing authority at the first level.
- c. Within fifteen (15) calendar days after the initiation of the formal grievance, the designee of the appointing authority at the first level will investigate the grievance and give their decision in writing to the grievant.

#### **4.8. Formal Grievance - Step 2**

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, they may appeal the decision to Step 2 within seven (7) calendar days following receipt of the decision.
- b. Within fifteen (15) calendar days after receipt of the appeal the appointing authority or designee will respond in writing to the grievant.

#### **4.9. Formal Grievance - Step 3**

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, they may appeal the decision to Step 3 within seven (7) calendar days following the receipt of the decision.
- b. There are two (2) tracks to resolve the grievance at Step 3. ETTI has the right to choose either:
  - (1) Mediation as described in Section 4.10.c.; or
  - (2) Proceed with the third step appeal as described in Section 4.10.d.
- c. Mediation:
  - (1) Mediation takes place on the first and third Tuesday of each calendar month. Subsequent days for mediation will be scheduled, if necessary. The parties may mutually select a panel of mediators. If the parties are unable to select a panel of mediators, they will utilize the State Mediation and Conciliation Service.
  - (2) The adjustment or resolution of the grievance at this level may not exceed sixty (60) calendar days from the date of appeal to Step 3, unless extended by the parties. If not extended, ETTI 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 meet annually in May to review the list of mediators. The list of mediators for the subsequent year may be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until a new list is agreed to or the State Mediation and Conciliation Service is utilized. Costs of the mediator, if any are borne equally by the parties.
- (5) No party will purposely withhold information at this level, but will disclose all information relevant to the grievance for consideration by the other party.
- (6) The mediation procedure is entirely informal in nature. However, copies of exhibits upon which either party bases its case are shared with the other party. 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 is to assist the parties in settling the stated grievance in a mutually satisfactory fashion. If the grievance is not settled, granted or withdrawn, the parties are free to arbitrate.
- (8) If the parties settle in mediation, the subsequent agreement will be reduced to writing and signed by the parties.
- (9) Any grievance not resolved within thirty (30) calendar days of the initial mediation session with no subsequent mediation session(s) scheduled, ETTI may appeal to arbitration within fifteen (15) calendar days.

d. Step 3 Hearing:

- (1) If ETTI does not use mediation and is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within seven (7) calendar days to the County Executive.
- (2) The County Executive or designee will respond in writing to the grievant within fifteen (15) calendar days. If the County Executive or designee determines it is desirable to hold a meeting regarding the grievance, the County Executive or designee will respond in writing to the grievant within fifteen (15) calendar days following the meeting.

#### **4.10. Arbitration - Step 4**

If the County Executive or designee fail to respond in writing as provided in Step 3, or if the response is not satisfactory to ETTI, ETTI has the right to appeal the grievance to binding arbitration. The appeal will be submitted in writing to the County Executive within fifteen (15) calendar days of receipt of their decision.



#### **4.11. Response**

If the County fails to respond to a grievance within the time limits specified, the grievant has the right to appeal to the next step.

#### **4.12. Copy of Decision**

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

#### **4.13. Selection of Arbitrator**

- a. An impartial arbitrator will be selected by the parties within fifteen (15) calendar days of receipt of the written appeal.
- b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties will request from the State Mediation and Conciliation Service a list. After receipt of the list, the parties will strike names from the list until one (1) name remains. If the sole remaining arbitrator declines appointment or is otherwise unavailable, the parties will request a new list from the State Mediation and Conciliation Service.

#### **4.14. Decision**

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

#### **4.15. Costs**

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

#### **4.16. Witnesses**

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

### **Article 5 - Hours of Work and Overtime**

#### **5.1. Hours of Work**

- a. The regular workweek commences Sunday and extend through Saturday, eight (8) hours per day, five (5) days per week for a total of forty (40) hours, which includes authorized absences with pay.

- b. The hours of work, including authorized absences with pay, of all part-time employees is established by the appointing authority and normally is less than eight (8) hours per day or forty (40) hours per week.
- c. Employees normally are allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour that is scheduled generally in the middle of the work shift. Permanent employees are given at least five (5) workdays' written notice prior to a permanent change in their assigned lunch hours. The notice requirement does not apply to temporary or emergency assignments.
- d. Whenever it is necessary for an employee to work overtime in excess of two (2) consecutive hours, they are granted an additional lunch period. If the employee does not take the additional lunch period, they will be compensated for working during that period.
- e. Lunch periods are not counted as part of total hours worked, except for those employees for whom lunch periods include the actual performance of assigned duties.
- f. When an employee is ordered by the County to attend training, the time spent in training is counted as hours worked. Training which takes place during off-duty hours with attendance voluntary is not hours worked.
- g. Permanent employees are given at least five (5) workdays' written notice prior to a permanent change in their assigned hours of work. The notice requirement does not apply to emergency assignments.

## **5.2. 9/80 Work Schedules**

- a. The appointing authority may approve requests of employees in their department to work a 9/80 work schedule.
- b. For reference purposes only, this subsection discusses the application of the 9/80 schedule for employees who do not receive time and one-half overtime. This subsection does not in any way change or impact the time and one-half overtime employees receive under the Agreement pursuant to Section 6.4.
  - (1) For employees who do not receive time and one-half overtime pay, the workweek will remain from 12:00 a.m. on Sunday to 12:00 a.m. the following Sunday, a period of seven (7) consecutive twenty-four (24) hour periods.
  - (2) For these employees, the 9/80 work schedule is a schedule which during one (1) week of the biweekly pay period the employee is scheduled to work four (4) nine-hour work shifts 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 work shifts and one (1) eight-hour work shift.

- (3) For these employees working the 9/80 work schedule who are eligible to earn straight-time overtime, overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift, and in excess of eight (8) hours when normally scheduled to work the eight-hour workshift. Overtime shall also be earned when an employee eligible for overtime is required to work in excess of thirty-six (36) hours during the week the employee is scheduled to work thirty-six (36) hours, or in excess of forty-four (44) hours during the week the employee is scheduled to work forty-four (44) hours.
- c. For employees who do receive time and one-half overtime pay, the individual employee's workweek must be redesignated by the County so that it commences in the middle of the eight-hour workshift as described in Subsection b.(2) above. This redesignated workweek must be in writing and specifically state the day of the week and time of day that the workweek commences and the effective date of the redesignated workweek. This must be completed and approved prior to the employee working the 9/80 schedule, and be filed in the employee's personnel file. This redesignated workweek must be changed prior to the employee altering the day of the week or time of day that the eight-hour workshift occurs; the redesignated workweek must always commence during the middle of the eight-hour workshift. This redesignated workweek must also be changed back to the standard Sunday through Saturday workweek upon the employee moving off of the 9/80 work schedule.
- (1) For these employees, the 9/80 work schedule is a schedule in which during each redesignated workweek the employee works four (4) nine-hour workshifts and one (1) four-hour workshift. The two (2) four-hour workshifts are worked consecutively in a manner to constitute one (1) eight-hour work period, similar to the eight-hour workshift provided in Subsection b.(2) above.
  - (2) For these employees, overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift, and in excess of forty (40) hours during the redesignated workweek. Additionally, overtime will be earned when the employee is required to work more than four (4) hours when normally scheduled to work either of the four-hour workshifts.
  - (3) When determining overtime eligibility, pursuant to Section 5.2, all paid leave except sick leave shall be counted as time worked.
- d. Employees working a 9/80 schedule shall take an unpaid meal period in the middle of their nine-hour and eight-hour workshifts, or between the two (2) four-hour workshifts, consistent with Section 5.1-c. Employees may receive one (1) rest period during the first half of the employee's nine-hour or eight-hour workshift and one (1) rest period during the second half of the nine-hour or eight-hour workshift. Employees who work two (2) four-hour workshifts may receive one (1) rest period during each four-hour workshift.

- e. An employee shall be granted a holiday that falls on the employee's scheduled eight-hour workshift. If the holiday falls on the scheduled nine-hour 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 employees on a scheduled nine-hour workshift shall result in the deduction of nine (9) hours from the employee's accrued leave balances. Full shift absences on the eight-hour workshift shall result in the deduction of eight (8) hours from the employee's accrued leave balances. Full shift absences from either four-hour workshift shall result in the deduction of four (4) hours from the employees accrued leave balances.
- g. Employees may return to the standard five-day, forty-hour workweek upon the approval of their appointing authority.
- h. The appointing authority has the right to return employee(s) to the standard five-day, forty-hour workweek schedule after providing advance written notice of two (2) full pay periods to the affected employee(s). The appointing authority or designee will provide the employee the reason and/or justifications for removal from the alternative work schedule. The decision to remove the employee from an alternative work schedule is not grievable.

### **5.3. Four-Day/Forty-Hour Workweek**

At the option of the County, employees may be assigned to work ten (10) hours per day, four (4) days per week. The four-day workweek is subject to the following policies:

- a. Overtime: Employees earn overtime compensation in accordance with Section 6.4, except that such overtime is earned when employees work in excess of ten (10) hours per day or forty (40) hours per week.
- b. Holidays: Employees receive holidays off with pay if the holiday falls on an employee's scheduled workday. The remaining two (2) hours must be taken off as leave first from compensatory time off, second from accumulated vacation time; and leave without pay if there are no leave balances.
- c. Return to Normal Five-Day Schedule: The County has the right to discontinue the four-day work schedule by giving ETTI ten (10) days' notice.

#### **5.4. Overtime**

- a. Employees are compensated only for overtime ordered by designated supervisory personnel.
- b. The appointing authority will consider the requests of employees in determining whether the employee receives compensatory time off (CTO) or cash for overtime worked.
- c. Employees required to work in excess of eight (8) hours per day or forty (40) hours per week are compensated for overtime at one and one-half times their regular rate of pay or by CTO on the basis of one and one-half hours off for each hour of overtime worked. If the department is unable to schedule and grant time off within one (1) year from the date the overtime was performed, cash payment at one and one-half times the hourly rate are made in lieu of compensating time.
- d. Employees who work overtime must promptly and accurately report time in the manner prescribed by the County.
- e. Overtime is distributed fairly among employees insofar as circumstances permit.
- f. Regular and limited-term employees required to work on a holiday receive, in addition to straight-time pay for holiday work, overtime compensation with pay at one and one-half times their regular rate of pay or by CTO on the basis of one and one-half hours off for each hour of overtime worked. Employees who are granted one (1) day off every four (4) weeks (H-day) in lieu of prescribed holidays are compensated pursuant to this subsection if they are required to work on a day which has been scheduled as a day off (H-day) in lieu of prescribed holidays.
- g. Employees covered by the provisions of the Fair Labor Standards Act are paid for hours worked as prescribed by the Act.
- h. The appointing authority has the sole authority to schedule the use of accrued CTO. Scheduling is at the discretion of the division chief. However, employee requests to use accrued CTO may be submitted to the department for consideration. Requests are reviewed and approved by the employee's immediate supervisor.
- i. All paid leave except sick leave counts as time worked.

#### **5.5. Standby Assignments**

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

- b. An employee who is called back to work will receive a minimum of two (2) hours of overtime, unless the hours are contiguous to the employee’s regular scheduled shift.

**5.6. Rest Periods**

- a. Employees are allowed rest periods not to exceed fifteen (15) minutes during each four (4) consecutive hours of work.
- b. Rest periods are scheduled in accordance with the requirements of the department, rest periods ordinarily may not be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period.
- c. The appointing authority may designate the location or locations at which rest periods may be taken.
- d. Rest periods are considered hours worked and employees may be required to perform duties, if necessary.

**Article 6 - Salaries**

**6.1. Salary Increases**

- a. Effective July 31, 2022, salaries will be increased by four percent (4.0%).
- b. Effective June 18, 2023, salaries will be increased by four percent (4.0%).
- c. Effective June 30, 2024, salaries shall be increased based on the average percent of year to year change in the Consumer Price Index (CPI) U.S. City Average, Urban Wage Earners and Clerical Workers reported to the nearest one-tenth of one percent (1/10%), however, increases will not be less than two percent (2.0%) nor more than four percent (4.0%).

**6.2. Equity Adjustments**

- a. Effective July 31, 2022, the classifications below will receive equity adjustments as follows:

| Classification                    | Equity Adjustment |
|-----------------------------------|-------------------|
| Code Enforcement Officer I/II/Sr. | 5.0%              |
| Engineering Technician II         | 5.0%              |

- b. Effective June 18, 2023, the classification of Engineering Technician II will receive a one percent (1.0%) equity adjustment.

### **6.3. Benchmark Classifications**

Effective July 31, 2022, the top step of the Building Inspector II Range A, Construction Materials Lab Tech Level II and Sr. Construction Inspector is benchmarked to the top step of the Building Inspector II Range B.

Effective July 31, 2022, the top step of the Building Inspector I, Construction Inspector I, and Construction Materials Lab Technician Level I, is benchmarked five percent (5.0%) below the top step of the Building Inspector II Range B.

Effective July 31, 2022, the top step of the Survey Technician Level II is benchmarked to the top step of the Engineering Technician Level II.

Effective July 31, 2022, the top step of the Engineering Technician Level I and the Survey Technician Level I is benchmarked fifteen percent (15%) below the top step of the Engineering Technician Level II.

Effective July 31, 2022, the top step of the Engineering Aide is benchmarked at twenty percent (20.0%) below the top step of the Engineering Technician Level I.

Effective July 31, 2022, the top step of the Sr. Engineering Technician is benchmarked at ten percent (10.0%) above the top step of the Engineering Technician Level II.

Effective July 31, 2022, the top step of the Survey Party Chief is benchmarked at thirty percent (30.0%) above the top step of the Engineering Technician Level II.

Effective July 31, 2022, the top step of the Principal Engineering Technician is benchmarked at twenty percent (20.0%) above the top step of the Sr. Engineering Technician.

### **6.4. Elimination of Retention Differential**

Effective July 31, 2022, retention pay for the unit will be terminated and the following classes will have two and a half percent (2.5%) rolled into base pay: Assistant Planner, Building Inspector II Range B, Code Enforcement Officer I/II/Sr., Engineering Technician II, and Planning Technician.

### **6.5. Salary Administration**

#### **a. Entry Step:**

- (1) The entry step within the established range for each class is Step "5" unless specifically designated as Step "6", "7", "8", or "9". Except as otherwise provided below, any person appointed to a class receives the entry step of the range of the class and accrues other benefits as a new employee.

- (2) Any person who is appointed to a permanent, regular position in the same class to which they were previously appointed pursuant to Civil Service Rule 7.7 (a) or Civil Service Rule 7.7 (e) and who has also continuously served in that capacity receives the equivalent to the salary step which they received during their appointment under Civil Service Rule 7.7 (a) or Civil Service Rule 7.7 (e). Time spent in any appointment made pursuant to Civil Service Rule 7.7 (a) or Civil Service Rule 7.7 (e) does not constitute a part of such employee's probationary period.
- b. Reemployment: Any person appointed in accordance with the rule governing reemployment following layoff receives compensation and benefits as though they had been on leave without pay.
  - c. Reinstatement: Any person appointed in accordance with the rule governing reinstatement following resignation in good standing is considered a new employee. At the discretion of the appointing authority, a reinstated employee may receive a starting salary higher than Step "5" but not exceeding the step that they received at the time of resignation.
  - d. Return to Former Class: An employee who is returned to a former class following promotion, transfer, or demotion due to layoff, receives that step of the range which they would have received had they never left the former class.
  - e. Promotion: Upon promotion an employee receives the lowest step in the new class which provides an increase of at least five percent (5%). Extra-help employees are placed at the lowest step of the new class.
  - f. Transfer: Upon transfer, an employee receives the same step in the new range as they received in the former range. The step is adjusted in accordance with Subsection h., if applicable. 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 five percent (5%) higher or is less than five percent (5%) lower.
  - g. Demotion: A demotion is a change to a class which has a maximum salary rate that is at least five percent (5%) lower than the maximum salary rate of the former class. Whenever an employee is demoted due to layoff, without cause or inability on their part, their salary is the 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 receives the same step in the lower range as they received in the higher range, adjusted in accordance with Subsection h., if applicable. An employee with permanent status in a class who, with the approval of the appointing authority, voluntarily demotes to a lower class receives 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. Change from Class with Advanced Entry Step: The salary advantage of an entry step above Step "5" applies only to the class for which it is established and does not apply to an employee who changes to another class. The salary step for an employee who changes to a class with a lower entry step is reduced to the step that is commensurate with their length of service in the former class.
- i. 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, are based on actual service. This provision does not apply to employees returning from military leave.
- j. 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 consequence 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.
- k. Y-Rate Salary Increase: An employee for whom a Y-rate is established does not receive any increase in salary until their rate of compensation is within the established range for the class, at which time the employee receives the highest step of the range. The employee receives a proportionate decrease in salary whenever a lower range is established for the class.
- l. 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 receives the step determined by the rule governing promotions.
- m. Class Salary Range Changes: When the salary range for a class is changed, employees in the class change to the new range but remain at the same step. When changes in an employee's class or salary, or both, occur simultaneously with salary range adjustments, the employee changes precede the salary range adjustments in application.
- n. Entry Step Adjustments: When the entry step for a class is adjusted to above Step "5", the salary step for each employee in the class is increased in proportion to the change in entry step; provided, however, that no employee advances beyond Step "9".
- o. Biweekly Salaries: The pay period for employees covers fourteen (14) calendar days, starting on a Sunday and ending with the second Saturday thereafter. Salaries are paid on the Friday following the end of the pay period; except that if Friday falls on a holiday, salaries are paid on Thursday. Salaries are computed as

provided in this Agreement.

- p. **Salary Computation:** The regular salary for employees are based on the actual number of days or hours worked in the pay period, including authorized absences with pay, multiplied by the employee's daily or hourly rate. Payments do not exceed the biweekly rate as determined by the employee's range and step.
- q. **Special Pay:** Special payment, including standby, overtime, premium, and other special payments, are calculated in accordance with the applicable provisions of this Agreement.
- r. **Payment in Full:** Compensation paid pursuant to this Agreement is payment in full for services rendered in a County position. No employee may accept any other compensation for services performed.
- s. **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 is given to current employees in the same class who possess comparable qualifications and, if determined equivalent, adjustments should be made by the County Executive.

## **6.6. Salary Levels**

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 level of class (for example, from Level I to Level II) is at the discretion of the appointing authority provided the minimum qualifications in the class specification are met.

## **6.7. Salary Step Increases**

- a. Increases to steps above the entry step are based on performance and length of service. The employee is eligible for a step increase after the equivalent of at least twenty-six (26) biweekly pay periods of full-time eligible service since their step increase date.
- b. Except as otherwise provided below, an employee's step increase date is the first day of the first full biweekly pay period in any class or the date of their last step increase, whichever is most recent.
- c. An employee's step increase may be deferred while they are in provisional or probationary status. Upon receipt of a deferred increase, the employee's step increase date is 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 retains the same step increase date.
- e. Upon promotion, an employee will receive a new step increase date when the salary increase is 9.5% or higher.
- f. Employees at Step "9" do not have a step increase date, and service in Step "9" is not be considered as eligible service for future step increases.
- g. Continuous extra-help employment up to fifty-two (52) weeks of full-time service, or the equivalent, is considered as eligible service for a step increase for an employee who is appointed to a regular position without a break in service. Extra-help employees are subject to all other provisions of this section governing step increases.
- h. Overtime work is not considered as eligible service.
- i. A step increase may be denied only for just cause.

#### **6.8. 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. The County, for purposes of future compensation, adjust compensation to the correct amount. The Director will give written notice to the employee.
- b. As used in this section:
  - (1) "Base salary" means the biweekly rate of pay including special pay allowances and differentials but excluding overtime cash payment.
  - (2) "Overtime cash payment" means authorized pay for working in excess of a prescribed number of hours, usually eight (8) hours per day or forty (40) hours per week.
  - (3) "Paid leave" means vacation, sick leave, CTO, and all other types of authorized leave with pay.
  - (4) "Overpayment" means any cash or leave (balance, usage or accruals) that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to administrative, clerical or system errors.
  - (5) "Underpayment" means any cash or leave (balance, usage or accruals) that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.

- c. If the error has resulted in an overpayment or underpayment, reimbursement will be made to the County if the error was an overpayment, or by the County if the error was an underpayment, in the amount which has occurred within one (1) year prior to the date of the Director's initial written notice to the employee.
  - (1) In the case of overpayment, reimbursement of the overpayment will 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 over-crediting 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 are made in installments until the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge against future accruals is not permitted.
    - (c) Installments through payroll deduction to cover the same number of pay periods over which the error occurred. If the installments exceed ten percent (10%) of the employee's base salary (including incentives), lower deductions may be made providing the lower deduction is at least ten percent (10%) of the employee's base salary (including incentives).
  - (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 terminated prior to full reimbursement of an overpayment will 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 has the right to exercise other legal means to recover the additional amount owed.
  - (4) Any amount of overpayment or underpayment for any period earlier than one (1) year prior to the date of the Director's initial written notice to the employee, is deemed waived and not reimbursable.
- d. This section does not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance will not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor will the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

- e. This section applies 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.

#### **6.9. Night Shift Pay**

- a. Employees in classes which characteristically work shifts receive night shift differential pay if one-half or more of their work period is before eight a.m. or after five p.m.
- b. Employees in classes which do not characteristically work shifts receive night shift differential pay if one-half or more of their work time during a biweekly pay period is before eight a.m. or after five p.m.
- c. Night shift differential pay is seven and one-half percent (7.5%) greater than the employee's standard daily or biweekly salary rate.
- d. When eligible for night shift differential, an employee only receives the differential for actual hours worked before eight a.m. and after five p.m.

#### **6.10. Pay Differential for Working in an Out-Of-Class Assignment**

- a. This provision permits compensation for of an employee who performs the significant duties of a higher classified position.
- b. The differential is five percent (5%), and will only be paid for regular hours worked.
- c. The differential applies only if the following conditions are met:
  - (1) The position to which the employee is temporarily assigned must be vacant or the incumbent must be absent from duty.
  - (2) The higher class to which the employee is assigned must have a salary range at least five percent (5%) higher than the salary range of the employee's class who is being temporarily assigned.
  - (3) The assignment is made by the appointing authority in writing formally specifying the period of the temporary assignment.
  - (4) The employee must satisfactorily perform the essential significant duties of the vacant position.
- d. This pay differential shall not be utilized to circumvent the civil service appointment process.

The five percent (5%) differential ceases (1) when the absent incumbent returns to duty, (2) when the vacant position is filled, or (3) when the assignment is terminated by the appointing authority, whichever occurs first. However; under no circumstance may any temporary assignment continue nor is any compensation authorized in excess of five (5) months and twenty-nine (29) days in a rolling calendar period which starts on the first (1<sup>st</sup>) day of the assignment.

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

#### **6.11. Pay Differential for Survey Party Chief**

Survey Party Chiefs will be paid a five percent (5%) differential if they obtain a State of California Land Surveyor License.

#### **6.12. Pay Differential for Building Inspector I**

- a. Employees in the classification of Building Inspector I who are temporarily assigned by the appointing authority, in writing, to perform the duties of employees in the classification of Building Inspector II will receive a pay differential of five percent (5%) of the employee's hourly salary rate at the time of the upgrade, except that the employees at step "9." in the classification of Building Inspector I will receive a differential of four and eight tenths percent (4.8%). This differential is paid only for the time the employee is assigned to perform the duties of the higher classification. Only employees meeting the minimum qualifications of the higher classifications are eligible for this differential.
- b. Management retains the right, at their sole discretion to assign any employee in the classification of Building Inspector II, at any time, to perform the duties of a Building Inspector I. Employee assigned are paid at the same rate they are paid in their current classification.

#### **6.13. Incentive Pay for Building Inspector II Certifications in Addition to the Base Certification**

- a. Employees in the classes of Building Inspector I and Building Inspector II will be eligible for incentive pay for certificates obtained in addition to the active and valid base certification required by the job class specifications. Unless otherwise approved by the Appointing Authority, an Incentive Certification cannot take the place of nor replace an inactive or expired base certification.
- b. Building Inspectors who possess certifications in addition to the base certification will be paid as follows:
  - (1) Two (2.0%) percent for each certification in addition to the base certification required by the job class specifications up to the maximum, as listed in subsections (d) through (f). The maximum incentive pay is six percent (6%).

- (2) Five percent (5%) for Building Inspector II, Range A assigned to the Building, Permits and Inspections (BPI) Division who possess a Division of State Architect Certified Access Specialist (CASp) certificate.
  - (3) The maximum incentive pay for a Building Inspector II Range A in BPI is eight (8.0%).
- c. For any incentive pay to continue, the certification(s) must be active and valid. Employees must provide verification of certification(s).
- d. Acceptable Incentive Certifications for employees in the class of Building Inspector I are:
- (1) Residential Building Inspector
  - (2) Residential Electrical Inspector
  - (3) Residential Mechanical Inspector
  - (4) Residential Plumbing Inspector
  - (5) Commercial Building Inspector
  - (6) Commercial Electrical Inspector
  - (7) Commercial Mechanical Inspector (IAPMO Cert is acceptable)
  - (8) Commercial Plumbing Inspector (IAPMO Cert is acceptable)
  - (9) Green Building-Residential Examiner
  - (10) Building Plans Examiner
  - (11) Electrical Plans Examiner
  - (12) Plumbing Plans Examiner (IAPMO Cert is acceptable)
  - (13) Mechanical Plans Examiner (IAPMO Cert is acceptable)
  - (14) Residential Plans Examiner
- e. Acceptable Incentive Certifications for employees in the class of Building Inspector II, Range A assigned to the Building, Permits, and Inspections Division are:
- (1) Accessibility Inspector Plans Examiner
  - (2) Residential Building Inspector
  - (3) Residential Electrical Inspector

- (4) Residential Mechanical Inspector
  - (5) Residential Plumbing Inspector
  - (6) Commercial Building Inspector
  - (7) Commercial Electrical Inspector
  - (8) Commercial Mechanical Inspector (IAPMO Cert is acceptable)
  - (9) Commercial Plumbing Inspector (IAPMO Cert is acceptable)
  - (10) Green Building-Residential Examiner
  - (11) Building Plans Examiner
  - (12) Electrical Plans Examiner
  - (13) Plumbing Plans Examiner (IAPMO Cert is acceptable)
  - (14) Mechanical Plans Examiner (IAPMO Cert is acceptable)
  - (15) Residential Plans Examiner
- f. Acceptable Incentive Certifications for employees in the class of Building Inspector II, Range B assigned to the Construction Management and Inspection Division are:
- (1) Accessibility Inspector/Plans Examiner
  - (2) Commercial Building Inspector
  - (3) Commercial Electrical Inspector
  - (4) Commercial Mechanical Inspector (IAPMO Cert is acceptable)
  - (5) Commercial Plumbing Inspector (IAPMO Cert is acceptable)
  - (6) American Welding Society Certified Welding Inspector
  - (7) National Association of Corrosion Engineers (NACE) Coating Inspector
  - (8) American Concrete Institute Concrete Construction Special Inspector
  - (9) ICC Structural Masonry Special Inspector
  - (10) ICC Pre-Stressed Concrete Special Inspector
  - (11) ICC Reinforced Concrete Special Inspector
  - (12) Structural Welding Special Inspector



(13) Structural Steel and Bolding Special Inspector

- g. If during the term of this Agreement, any certification should be abolished, persons holding that (or those) certification(s) will be permitted to obtain an equivalent certification agreed to by the Joint Labor Management Committee. Pending such agreement, the employees so affected will maintain their incentive pay.

**6.14. Incentive Pay for Land Surveyor in Training Certificate**

- a. Survey Technician I, Survey Technician II, and Survey Party Chief, are eligible for incentive pay for the State of California, "Land Surveyor in Training" certificate of a maximum of five percent (5.0%). Eligibility is determined upon submission of evidence of the certification to the appointing authority.
- b. For incentive pay to continue, the employee must continuously maintain a valid certification.
- c. The appointing authority or designee may assign duties consistent with the use of the certification.

**6.15. Longevity**

Permanent employees who reach ten (10) years of full-time service receive a two and a half percent (2.5%) differential. Less than full-time permanent employee are eligible upon working the equivalent of ten (10) years of full-time service.

**6.16. Plans Examiner Differential**

- a. Principal Engineering Technicians working at the Regional Sanitation District and the Sacramento Area Sewer District, and Building Inspectors who are assigned as plans examiners to perform plan review, examination and approval functions as a substantial part of their jobs receive a five percent (5%) differential.
- b. Building Inspectors who are usually assigned as plan examiners to perform plan review, examination and approval functions but are temporarily assigned to jobs without substantial plan examination and approval responsibilities for less than an entire pay period will continue to receive their plan check differential during the temporary assignments.
- c. Building Inspectors who are temporarily assigned as plans examiners to perform plan examination and approval functions as a substantial part of their duties in excess of a full day receive the plan check differential for the days they are so temporarily assigned.

### **6.17. Engineer in Training Certification**

Engineering Technicians, Senior Engineering Technicians, and Principal Engineering Technicians who possess an Engineer in Training certificate receive certificate pay of five percent (5%).

### **6.18. Bilingual Pay**

- a. Employees who are 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, are entitled to bilingual-cultural pay as provided in this section.
- b. Other employees are approved for bilingual-cultural pay if:
  - (1) The department head determines that bilingual skill is a requirement of the employee's position; and
  - (2) The employee agrees to utilize their bilingual ability and/or cultural knowledge on the job; and
  - (3) The employee is able to demonstrate bilingual proficiency that is satisfactory to the County; and
  - (4) The assignment is in writing and reviewed on an annual basis.
- c. Sign language may be treated as a bilingual skill pursuant to this subsection.
- d. An employee who qualifies pursuant to the above shall be paid either:
  - (1) Oral skills differential of eighty cents (\$.80) per hour; or
  - (2) Oral/written skills differential of one dollar (\$1.00) per hour.

The County determines if the employee is qualified to receive either the (1) oral skills differential or the (2) oral/written skills differential. Such determination of proficiency is not subject to Article 4, Grievance and Arbitration Procedure.

### **6.19. Incentive Pay for Construction Inspectors and Senior Construction Inspectors Who Possess Specialty Certifications**

- a. Employees in the classes of Construction Inspector and Senior Construction Inspector are eligible for certification incentive pay.
- b. For any incentive pay to continue, the certification(s) must be active and valid. Employees must provide verification of certification(s).
- c. Employees will be paid at the rate of two percent (2.0%) for each below listed certification up to a maximum of six percent (6.0%):

Certifications:

1. American Welding Society Certified Welding Inspector
2. American Concrete Institute Concrete Construction Special Inspector
3. ICC Structural Masonry Special Inspector
4. ICC Pre-Stressed Concrete Special Inspector
5. ICC Reinforced Concrete Special Inspector
6. Structural Welding Special Inspector
7. Structural Steel and Bolting Special Inspector
8. National Institute for Certification Education Training (NICET) – Highway Construction Inspection Certificate Level II
9. American Construction Inspectors Association (ACIA) – Registered Construction Inspector (RCI)
10. American Public Works Association (APWA) – Certified Public Infrastructure Inspector (CPII)
11. Association for Materials Protection and Performance (AMPP) – Coating Inspector II

**6.20. Education Incentive Pay**

- a. Employees are eligible for education incentive pay the first biweekly pay period following the approval of submission of evidence of eligibility to the person designated by the appointing authority.
- b. Employees must have completed one of the below listed degrees from an accredited, recognized college or university as verified by the Department of Personnel Services to be eligible for Education Incentive Pay:
  - (1) Associate of Arts or Associate of Science degree
  - (2) Bachelor of Arts or Bachelor of Science degree
- c. Employees receive two and one half percent (2.5%) education incentive pay for one Associate of Arts or Associate of Science degree.
- d. Employees receive five percent (5.0%) education incentive pay for one Bachelor of Arts or Bachelor of Science degree.
- e. The maximum education incentive pay is five percent (5.0%).

**6.21. Incentive Pay for Construction Materials Laboratory Technician Who Possesses Specialty Certifications**

- a. Employees in the classes of Construction Materials Laboratory Technician are eligible for certification incentive pay.
- b. For any incentive pay to continue, the certification(s) must be active and valid. Employees must provide validation of certification(s).

- c. Employees are paid at the rate of two percent (2.0%) for each below listed certification up to a maximum of six percent (6.0%):
1. American Concrete Institute (ACI) – Aggregate Testing Technician Level 1
  2. American Concrete Institute (ACI) – Aggregate Testing Technician Level 2
  3. American Concrete Institute (ACI) – Aggregate Base Testing Technician
  4. Radiation Safety Officer Certification
  5. National Institute for Certification in Engineering Technologies (NICET) – Level 4 in Soils, Asphalt, or Concrete

## **6.22. Disaster Worker Deployment**

If an employee is deployed as a disaster worker under Title I, Section 310 of the California Government Code, the County will meet and confer over the impacts with ETTI within thirty (30) days of the deployment. This provision expires on June 30, 2025.

## **Article 7 - Holidays**

### **7.1. Holidays**

- a. Regular employees are entitled to the following paid holidays:
- January 1 - New Year's Day
  - Third Monday in January
  - February 12 - Lincoln's Birthday
  - Third Monday in February - Washington's Birthday observed
  - March 31 - Cesar Chavez Observance
  - Last Monday in May - Memorial Day
  - June 19 - Juneteenth
  - July 4 - Independence Day
  - First Monday in September - Labor Day
  - Second Monday in October - Columbus Day
  - November 11 - Veterans' Day
  - Fourth Thursday in November - Thanksgiving Day
  - Day after Thanksgiving Day

- December 25 - Christmas Day
- (1) When a recognized holiday falls on Sunday, regular employees who work a schedule where the normal work schedule does not include Saturday and Sunday are entitled to the Monday following as a holiday.
  - (2) When a recognized holiday falls on Saturday, regular employees who work in a schedule where the normal work schedule does not include Saturday and Sunday are entitled to the preceding Friday as a holiday.
- b. Regular employees who work a schedule where the normal work schedules include Saturdays, Sundays, and holidays are granted one (1) day off every four (4) weeks in lieu of prescribed holidays. Time off is designated in the employee's regular work schedule. If not scheduled and taken every four (4) weeks, Holiday-in-Lieu (HIL) accrues at the rate of (4.6) hours each biweekly pay period and used in a manner substantially the same as the accumulation and use of vacation credit. The maximum accrual of HIL time for a twelve-month period is 104 hours. Cash payment is made for any HIL time in excess of 104 hours.
  - c. Except as provided in Subsection b., regular employees required to work on a holiday receive overtime compensation in addition to holiday pay.
  - d. Employees are allowed four (4) hours off work with pay on the last working day before Christmas or the last working day before New Year's. If the employee is unable, because of the needs of the service, to take time off, they will be credited with four (4) hours CTO.

## **7.2. Holiday While on Vacation**

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

## **7.3. Holiday in Lieu Time Scheduling**

The appointing authority will schedule time off to which an employee is entitled as CTO pursuant to Section 5.2.b, or as an in HIL pursuant Section 7.1.b, in accordance with the needs of the department. At the discretion of the appointing authority, in HIL may be scheduled to be used either on a regular periodic basis or may be accumulated and used in a manner substantially the same as the accumulation and use of vacation credit pursuant to Section 8.1.

# **Article 8 - Leaves**

## **8.1. Vacation**

- a. Vacation is earned by regular and extra-help employees based on the equivalent of full-time service from the date of appointment. Vacation accrues to the employee upon completion of the regular work assignment on the last day of the biweekly

pay period in which it is earned.

- b. Employees accrue vacation and accumulate vacation in accordance with the following schedule:

| <b>Years of Service</b>                | <b>Biweekly Accrual Rate</b> | <b>Approximate Number Annual Days *</b> | <b>Accrued Maximum</b> |
|--|------------------------------|---|------------------------|
| Less than 3 years                      | 3.1 hours                    | 10                                      | 240                    |
| More than 3 years, less than 6 years   | 4.6 hours                    | 15                                      | 320                    |
| More than 6 years, less than 9 years   | 5.5 hours                    | 18                                      | 400                    |
| More than 9 years, less than 10 years  | 5.8 hours                    | 19                                      | 400                    |
| More than 10 years, less than 11 years | 6.2 hours                    | 20                                      | 400                    |
| More than 11 years, less than 12 years | 6.5 hours                    | 21                                      | 400                    |
| More than 12 years, less than 13 years | 6.8 hours                    | 22                                      | 400                    |
| More than 13 years, less than 14 years | 7.1 hours                    | 23                                      | 400                    |
| More than 14 years, less than 15 years | 7.4 hours                    | 24                                      | 400                    |
| More than 15 years                     | 7.7 hours                    | 25                                      | 400                    |

\*eight-hour day

- c. Employees are eligible to use accrued vacation as provided in this section. An employee who separates or is terminated from County service or who takes military leave in excess of one hundred and eighty (180) days are paid the full monetary value of their vacation. Payment to an employee who separates or is terminated is made on the last workday of actual duty or as soon thereafter as possible.

- d. Whenever possible, vacations are granted at the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the appointing authority may place reasonable restrictions on the use of accrued vacation. If restriction of use of vacation will cause the employee to lose the use of said vacation, the appointing authority will make application to the Department of Personnel Services for authorization of the accrual of more than the number of hours specified in this section, not less than the amount of vacation to be lost. The appointing authority has the authority to schedule vacation at the convenience of the department in order to minimize or eliminate accrual in excess of the normal accrual maximum. In the event an employee appeals the denial of vacation time off pursuant to this subsection, such appeal may be filed directly to Step 2 of the grievance procedure after discussing the matter with their immediate supervisor.
- e. With advance approval by the immediate supervisor, vacation may be used to attend to emergency personal business. If advance notice and approval is not possible, approval may be given by the immediate supervisor after the fact.
- f. Employees can "cash-in" up to forty (40) hours/year of vacation leave 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. Sick Leave**

- a. Sick leave is earned by regular employees based on the equivalent of full-time service from the date of appointment. Sick leave accrues 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 accrues 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 for the following relationships to the employee:
  - (1) Self;
  - (2) Child (biological, adopted foster, step, legal ward, or a child to whom the employee stands in loco parentis);
  - (3) Parent (biological, adoptive, foster, step, legal guardian to employee or employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor child);
  - (4) Spouse;
  - (5) Registered Domestic Partner;
  - (6) Grandparent;

- (7) Grandchild;
  - (8) Sibling
  - (9) Any other close relative or child who resides with the employee.
- c. Sick leave is provided for the following purposes:
- (1) Employee is physically or mentally unable to perform their duties due to illness, injury, dental work or medical condition, including pregnancy;
  - (2) Diagnosis, care, 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 days to accrued sick leave. The employee will promptly notify the appointing authority and upon return to explain in detail the need for, and use of, sick leave.

### **8.3. Sick Leave Incentive Program**

- a. Eligible full-time regular employees who use twelve (12) hours or less of sick leave in Pay Periods #1 through #13 of any year 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 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 has 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 (26) week period from Pay Period #1 through #13, and from Pay Period #14 through #26. Any employee on an unpaid leave of absence during a portion of the designated twenty-six (26) week period is excluded for that time period. Any employee during the designated twenty-six (26)



week period who receives SDI integration or who selects the disability leave option pursuant to Section 8.7-b.(2)(b), is excluded from participation for that time period. Any employee who was temporary and transferred to a permanent position during the designated twenty-six (26) week time period is excluded for that time period.

- c. Part-time regular employees who work forty (40) or more hours per pay period are eligible to participate in the wellness incentive program. The same eligibility rules as outlined in Subsection b. above shall apply. However, the maximum amount of sick leave allowed for a part-time employee to use in Pay Periods #1 through #13, or in Pay Periods #14 through #26, is prorated. The maximum hours of sick leave usage include any hours used under the Family Medical Leave Act. The amount of time off received by the qualifying part-time employee is prorated.

#### **8.4. Family Death Leave**

- a. The County authorizes family death leave with pay, for a regular employee, when needed, due to the death of their:
  - (1) spouse
  - (2) registered domestic partner
  - (3) child
  - (4) child of registered domestic partner
  - (5) parent
  - (6) grandparent
  - (7) great-grandparent
  - (8) grandchild
  - (9) great-grandchild
  - (10) brother
  - (11) sister
  - (12) son-in law
  - (13) daughter-in-law
  - (14) brother-in-law; brother of registered domestic partner; registered domestic partner of brother
  - (15) sister-in-law; sister of registered domestic partner; registered domestic partner of sister

- (16) mother-in-law; mother of registered domestic partner
- (17) father-in-law; father of registered domestic partner
- b. Any child or close relative who resided with the employee at the time of death.
- c. The employee must give notice to their immediate supervisor prior to taking such leave.
- d. Absence for family death is limited to time which is definitely required and shall not exceed five (5) days for any one (1) death. Family death leave benefits will be prorated for part-time employees based upon the number of hours worked.
- e. The intent of this benefit is that it be used with reasonable proximity of the death of the relative unless there are circumstances present which are clearly beyond the control of the employee.

### **8.5. Disability Leave**

- a. An employee who has suffered possible injury in the performance of assigned duties must immediately undergo such medical examination as the appointing authority deems necessary. They are not considered absent from duty during the time required for such examination.
- b. A regular employee who is unable to perform any appropriate work assignment because of disability incurred in the performance of assigned duties are entitled to the following disability leave benefits in addition to those provided pursuant to the California Worker's Compensation Insurance Act.
  - (1) During any period of disability for which payment is not provided under worker's compensation insurance, the employee is placed on disability leave with pay to the extent of any leave with pay which accrued. Disability leave with pay is charged against the employee's accrued leave with pay;
  - (2) During any period of disability for which payment is provided under worker's compensation insurance, the employee may elect either (a) to receive disability leave with pay to the extent of any leave with pay which the employee has accrued and retain any worker's compensation benefits received; or (b) endorse to the County any worker's compensation benefits received by the employee and receive a disability leave with pay to the extent of any leave with pay which the employee has accrued charged on a pro-rata basis of one-half day for each full day of absence for which temporary worker's compensation benefits are endorsed to the County.
- c. Disability leave provisions of this section terminate on the date of the employee's recovery from disability, receipt of permanent disability under worker's compensation insurance, retirement, termination from County employment, or death.

## **8.6. Jury Duty**

Regular employees are allowed time off with pay in connection with jury duty. Employees must notify their appointing authority upon receiving notice of jury duty.

## **8.7. Conferences**

The County may allow employees time off without loss of compensation to attend seminars, conferences, and meetings when such attendance will benefit the County.

## **8.8. Time Off for Promotional Examinations**

Employees are released from work with pay while competing in County promotional examinations or job-required certificate examinations when examinations are held during work hours.

## **8.9. Transfer Interviews**

Employees who request to attend a transfer interview, will be released from work with pay while being interviewed during normal work hours. Every effort should be made to schedule transfer interviews at times that minimize interference with County operations.

## **8.10. Assignment of Leave for Catastrophic Illness and Other Purposes**

Regular employees are eligible to participate in the County's program of assignment of leave for catastrophic illness and other purposes.

## **8.11. Parental Leave**

- a. Regular County employees with at least one (1) year of continuous service are entitled to paid parental leave upon the birth of the employee's child or during the process of an adoption of a minor child by an employee. In the case of an adoption, the entitlement arises upon both: (1) verification of the intent to adopt established by provision of legal documentation and (2) the placement of the child in the employee's home for the purpose of adoption. The purposes of parental leave are to facilitate parental bonding, family adjustment, and child care, and leave is used consistent with these purposes.
- b. Parental leave must 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 will make reasonable accommodations to permit parental leave, either on a full-time or part-time basis.
- c. The maximum paid parental leave for full-time regular employees is 160 hours. Parental leave is prorated for part-time regular employees. 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 applies to each birth or adoption, regardless of the number of children born (twins, triplets, et cetera) or adopted.

- d. Parental leave is separate and distinct from the use of sick leave for pregnancy, since it is not based upon disability. Parental leave is available to be scheduled at the conclusion of the use of sick leave for pregnancy.
- e. Employees must make a written request to use parental leave. The written request must 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 must make the written request with as much advance notice as possible. The written request must 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 days to sick leave. The employee must promptly notify their department, and 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 (6) additional months.

#### **8.12. County Employees as Volunteer Poll Workers Program**

- a. Regular County employees, other than employees assigned to the division of Voter Registration and Elections, may apply for paid leave from County employment to serve as a volunteer poll worker in a polling place in Sacramento County through the County Employees as Volunteer Poll Worker Program when the election day and/or required poll worker training fall within the employee's regularly scheduled workday.
- b. Subject to the sole discretion of their appointing authority to grant or deny the request based on the needs of the service, a regular employee is qualified for approval as follows:
  - (1) The employee has successfully applied for and has been selected and found qualified by the Sacramento County Registrar of Voters to serve as a volunteer poll worker;
  - (2) The employee has made a request in writing to their appointing authority for an absence from County employment as is necessary to attend and complete Poll Worker Training as directed by the Registrar and an absence for the employee's entire regularly scheduled workday on election day to serve as a

volunteer poll worker in Sacramento County;

(3) On the day of the election the employee has fully executed their responsibilities as a poll worker and reported to their assigned polling place at the designated time, performed all duties appointed by the County elections official and as required by applicable state and federal elections laws, and remained on duty until the poll was properly closed and secured and until released by the County elections official. As a volunteer, the employee is entitled to receive the normal stipend paid by Voter Registration and Elections to all volunteer poll workers. The stipend is not counted in any computation of the total wages or compensation paid the employee by reason of their regular employment with the County.

- c. Regular County employees who qualify and are approved for the County Employees as Volunteer Poll Workers Program receive their regular pay while on paid leave from County employment for one (1) regularly scheduled workday that falls on the day of the election and for 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 is earned or accumulated during such paid leave.

### **8.13. Administrative Leave**

Administrative leave time has no monetary value and will be lost if not used by the time the employee leaves County service.

## **Article 9 - Health and Welfare**

### **9.1. General Provisions**

- a. Eligibility: Regular full-time employees are eligible to participate in County-sponsored insurance and benefit programs. Regular part-time employees who work a minimum of forty (40) hours per biweekly pay period are eligible to participate.
- b. Dependent Eligibility: Eligible dependents are an employee's lawful spouse or domestic partner (as defined by Section 297 of the California Family Code), and children (natural, step, adopted, legal guardianship, and/or foster) of the employee or domestic partner, who are qualified IRS dependents of the employee or domestic partner, up to twenty-six (26) years of age. Disabled dependents may be able to continue coverage beyond the limiting age if the disability occurred while the dependent was covered under a County-sponsored medical plan or prior to the dependent's 19th birthday, and is certified by a licensed physician.
- c. Enrollment in Benefits Plans:
  - (1) New employees are enrolled in the single coverage lowest cost plan of medical, dental, and basic life insurance coverage. Employees are 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 is 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 must show proof satisfactory to the plan that the employee has other group medical insurance coverage.

- d. Taxes on Benefits: Employee contributions for health insurance are deducted from employee pay on a pre-tax basis unless otherwise prohibited by the Internal Revenue Code. The employee are 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.

## **9.2. Medical Insurance and Health Plans**

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

- a. Tier A: Employees hired prior to January 1, 2007, are in Tier A.

The County insurance contribution is \$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 \$535.00 per month. Employees in Tier A remain in this tier unless they voluntarily elect to move to Tier B. Election by an employee to move to Tier B is irrevocable once made.

- b. Tier B: Employees hired after January 1, 2007, are in Tier B.

The County contribution resets annually on January 1 of each year. The County contribution amount is 80% of the premium amount for the health plan and level of coverage selected provided, however, that the maximum amount of the

contribution is 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 pays through payroll deduction any additional premium not paid by the County contribution that is required for the plan option and level of coverage.

c. Employees are 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) Coverage Levels: Status quo continues 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 are based on the level of coverage selected.

d. The default medical plan enrollment are the County's lowest premium high deductible health plan, employee only coverage. The employee is responsible for paying 20% of the premium for this coverage on a pre-tax, payroll deduction basis.

e. Co-payments remain at their respective 2006 levels.

### **9.3. Retiree Health Savings Plan**

The County contributes \$25.00 biweekly into the employee's retiree health savings account.

### **9.4. Dental Plan**

Employees must enroll in the County's dental insurance plan. The County pays 100% of the cost for dental coverage for employees and covered dependents. The default level of dental insurance coverage is employee only coverage.

### **9.5. Life Insurance**

a. Basic Benefit: The County provides a basic life insurance benefit of \$18,000 for employees. This is the default level of life insurance coverage, which is provided

at no cost to the employee. The basic life benefit will include a dependent life benefit of \$2,000 (benefit reduction may apply prior to 6 months of age) automatically for each of the employee's dependent spouse/qualified dependent children. No enrollment is generally required except that Domestic Partners and/or their dependents must be enrolled in the program as the dependent of an employee in order to be eligible for the dependent benefit.

- b. Voluntary Options: The County provides additional options to permit employees to elect increased voluntary employee life coverage up to the underwriting maximums and at the premium rates of the life insurance company selected by the County to provide life insurance. An accelerated benefit option may also be provided if allowed under the terms and options of the life insurance company selected by the County to provide life insurance.

### **9.6. Employee Assistance Program**

- a. The County provides employee assistance program (EAP) to each eligible employee. The EAP provides 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 pays 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 is confidential unless written consent is given by the employee or family member.
- c. Enrollment of dependents is generally automatic; no enrollment form is 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 provides EAP services through an independent contractor. The County may from time-to-time in its sole discretion change contractors for this service.

### **9.7. Flexible Spending Accounts**

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



## **9.8. State Disability Insurance**

- a. The County maintains State Disability Insurance (SDI), at the employee cost. This section is not valid if the membership elects to withdraw from SDI 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, are 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 occurs unless the appointing authority has approved the use of the County-paid leave benefits by the employee requesting integration.
- c. In the event the County determines that legislative or judicial determinations cause changes which in any way restrict, reduce or prohibit this program operation, it shall immediately and automatically terminate without any further action by either party to this Agreement.

## **9.9. Joint Labor-Management Health and Welfare Committee**

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

## **9.10. Health Care Re-Opener**

It may be necessary for the County to reopen this Article of the contract for the exclusive purpose of negotiating health benefit changes, specifically coverage tiers, plan offerings, costs, contribution amounts, and changes required by law. Where the County finds it necessary to make a one-time change, the County will notify ETTI in writing of the proposed change. ETTI may request to meet and confer with the County within ten (10) business days regarding the impact of such changes. If ETTI submits such a request, the parties will meet and confer and to the extent permissible, maintain the current health benefits and coverage currently provided.

Any agreement resulting from such negotiations becomes an addendum to this Agreement.

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

## **Article 10 - Retirement Plan**

### **10.1. Retirement Tier 2**

Employees hired between September 27, 1981, and June 26, 1993, who did not convert some or all service credits to Miscellaneous Tier 3 receive Miscellaneous Retirement Tier 2 – 2% at age 55.5 formula with a final compensation based on the highest three-year average compensation. These employees pay fifty percent (50.0%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937. In the event the rate exceeds twelve percent (12%), the parties agree to meet and confer regarding the increases.

### **10.2. Retirement Tier 3**

Employees hired after June 26, 1993, and before January 1, 2012, receive Miscellaneous Retirement Tier 3 – 2% at age 55.5 formula with a final compensation based on the highest three-year average compensation and have a two percent (2%) post-retirement cost of living adjustment factor pursuant to Government Code Section 31870. These employees pay fifty percent (50.0%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937. In the event the rate exceeds twelve percent (12%), the parties agree to meet and confer regarding the increases.

### **10.3. Retirement Tier 4**

Employees hired after December 31, 2011, who are not classified as new members pursuant to California Public Employees' Pension Reform Act of 2013 receive Miscellaneous Retirement Tier 4 (Gov. Code Section 31676.1) – 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 two percent (2.0%). These employees pay fifty percent (50.0%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937.

### **10.4. Retirement Tier 5 (PEPRA)**

Employees after December 31, 2012, who are classified as a new member pursuant to California Public Employees' Pension Reform Act of 2013 receive Miscellaneous Retirement Tier 5 – 2% at age 62 formula with a final compensation based upon the highest three-year average compensation. These employees pay fifty percent (50.0%) of the total normal cost as defined in the County Employees' Retirement Law of 1937. In the event the rate exceeds twelve percent (12%), the parties agree to meet and confer regarding the increases.

## **10.5. Disability Retiree-Return Rights**

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.

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

## **Article 11 - Allowances And Reimbursement**

### **11.1. Mileage Reimbursement**

The County reimburses employees who use their private cars for use on official business in lieu of using a County-owned car. Reimbursements are paid monthly after the filing of a claim by the employee. Employees are reimbursed for any mileage at the Internal Revenue Service business mileage rate.

## **Article 12 - Safety and Health**

### **12.1. Safety Representative**

ETTI may appoint one (1) safety representative who is allowed reasonable time off to confer with management representatives regarding safety matters, including personal protective equipment, affecting employees.

### **12.2. Protective Devices**

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

### **12.3. Safety Shoes/Boots**

- a. The prescribed shoe (boot) must meet the American National Standards Institute (ANSI) Standard Z41.1 Rating 75 and/or whatever local revisions the issuing division or section may prescribe.
- b. Employees receiving the semi-annual reimbursement are required to wear 59 the prescribed shoe (boot) whenever on duty or be subject to disciplinary action. Employees receiving a reimbursement on an as needed basis are required to wear the prescribed shoe (boot) whenever their job duties require safety boots or be subject to disciplinary action.
- c. Employees who are required to furnish and wear prescribed shoe (boot) in the performance of their duties are reimbursed in either of the methods listed below:

- (1) The County provides a reimbursement of \$250 per year payable every six (6) months in arrears, the first biweekly pay periods in January and July for employees required to wear prescribed shoe (boot) whenever on duty. Employees who are eligible for a shoe (boot) reimbursement for less than the full six-month period receive a prorated payment. Reimbursement is included with the regular biweekly salary paycheck.
- (2) The County provides a reimbursement of up to \$250 per year to employees who may be required to wear safety shoes (boots) on a periodic or infrequent basis. The reimbursement is made at the sole discretion of the County on an as needed basis for the purchase or repair costs of boots. If the County elects to reimburse an employee on an as needed basis for prescribed shoe (boot), a maximum of \$250 per year is allowed. Reimbursement is made following submission of a receipt by the employee for the purchase or repair of the prescribed shoe (boot).

#### **12.4. Rubber Floor Mats**

The County provides rubber mats at counter locations where there are concrete, hardwood, or other types of inflexible flooring if the job requires employees to spend

### **Article 13 - Career Development**

#### **13.1. Affirmative Action Representative**

ETTI may appoint an affirmative action representative, who are allowed reasonable time off to confer with appropriate management representatives of the County regarding employment problems related to such discrimination.

#### **13.2. Education Reimbursement**

The County provides an education reimbursement for education costs incurred by regular employee pursuant to policies and procedures governing the education reimbursement program. The maximum reimbursement is \$1500 per year.

#### **13.3. Probationary Period**

- a. The probationary period for employees is six (6) months, except for classifications with a longer period as prescribed by the Civil Service Commission. The County agrees not to recommend a probationary period longer than six (6) months respecting any classifications in County service represented by ETTI without prior notification and discussion with ETTI
- b. A probationary employee may be granted a leave of absence without pay, for a period not to exceed one (1) year, to cover an illness, injury or other disability.
- c. The recognized employee organizations and the County will recommend jointly to the Civil Service Commission that the Civil Service Rules be amended to provide

that probationary periods be suspended for the duration of a leave of absence greater than thirty (30) days or a paid leave greater than thirty (30) days due to illness or injury. Upon return from leave, an employee must complete the full probationary period for the class.

- d. Any former employee who held permanent status in a class at the time of resignation in good standing is required to serve the probationary period of any class to which they are reinstated if such reinstatement is to a permanent position.

## **Article 14 - Miscellaneous**

### **14.1. Deferred Compensation**

Full-time regular employees are eligible to participate in the County Deferred Compensation Program. The County conducts quarterly enrollment for all eligible County employees.

### **14.2. Letters of Reprimand**

- a. Each employee is given the opportunity to read and sign formal letters of reprimand prior to the placement in their personnel file. The employee will receive a copy of the letter of reprimand. A letter of reprimand is a written censure of an employee. Letters of reprimand are given only for just cause.
- b. An employee may grieve whether a formal letter of reprimand was given for just cause through Step 2 of the grievance procedure. Letters of reprimand are not arbitrable and the grievant does not have the right to refer the matter to binding arbitration.
- c. The letter of reprimand is purged from all places wherein it appears or may be kept and is not to be used for any disciplinary or personnel matter if within two (2) years of the letter of reprimand no additional letters of reprimands or disciplinary action is received by the employee.
- d. If there are no further disciplinary actions or letters of reprimand received by the employee for an additional period of four (4) years from the date the most recent previous letter of reprimand was removed from the file, all previous letters of reprimand are purged from all places wherein they may be kept.

### **14.3. Classification Studies**

The County will give copies to ETTI of any studies or reports concerning its members prepared by the Department of Personnel Services one (1) week in advance of presentation of such reports to the Civil Service Commission.

#### **14.4. Retirement and Group Insurance Reports**

- a. The County shall provide ETTI with copies of retirement reports and group insurance and health plan reports which propose changes in the County retirement plan or group insurance or health plans. Said reports shall be provided to ETTI when they are completed. However, if the County because of a good faith error fails to provide said reports, such will not be grounds for breach of contract or grievance against the County.
- b. It is understood that the County is not obligated to provide reports which identify specific individuals who have applied for or have received benefits and that reports, memoranda or recommendations prepared for negotiation posture, executive sessions of the Board of Supervisors and feasibility studies are confidential and are not part of this Agreement.

#### **14.5. Transit Subsidy**

The transit subsidy is \$75 per month.

#### **14.6. Automatic Resignation**

- a. If an employee fails to report to their worksite, and/or direct supervisor and has given no notification to the appointing authority, the employee is considered absent without leave. If an employee is absent without leave for five (5) consecutive workdays, the employee is required to submit a written statement to their appointing authority stating that they desire to retain their employment. If the employee fails to submit such a written statement to the appointing authority within five (5) workdays after notice has been served on the employee, failure constitutes an automatic resignation from County service.
- b. The notice to the employee may be personally served or it may be served by mail to the last known address of the employee and is complete on mailing. The last known address is deemed to be that address which is entered into the County's payroll system.
- c. The written statement of the employee must be either personally handed to the appointing authority or delivered to the appointing authority by certified mail return receipt requested.
- d. A permanent employee, may within fifteen (15) calendar days of the effective date of such separation, file a written request with the appointing authority for reinstatement to the employee's previously held position. Reinstatement may be granted only:
  - (1) If the employee makes satisfactory explanation to the appointing authority as to the cause of the employee's absence or failure to obtain leave therefore, and the appointing authority determines that they are ready, able and willing to resume the discharge of the duties of their position; or

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

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

## **Article 15 - Seniority, Layoffs and Reemployment**

### **Division A**

#### **Application-Purposes-Rights**

##### **15.1. Purpose**

This article establishes layoff procedures and reemployment rights. The decision to reduce the number of positions in a class in a department and the reasons for any such reduction is within the sole and exclusive discretion of the County.

The order of layoff and the identity of those employees to be laid off is governed by the provisions of this article. This article establishes reemployment rights and the order of reemployment of employees who are laid off and provides for the resolution of any dispute which might arise respecting the order of layoff or reemployment of those employees who are laid off.

##### **15.2. Definitions and Interpretations**

Words and terms used in this article 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 of a 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 has return rights, within the same department, from the limited-term position to the permanent position.

- e. Separation: Release from employment of a temporary employee or the return of a regular employee from a temporary upgrade to the immediate former class in which the employee held permanent status. Separation does not constitute a layoff.
- f. Status: The employee's current appointment, such as permanent, temporary, provisional, or probationary. Temporary includes intermittent and limited term.
- g. Temporary Employee: A person who has been appointed from a list of eligibles, or provisionally in the absence of a list, to a position which is other than a permanent position.

### **15.3. 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 that employees are laid off within each class affected by the layoff is based on seniority as provided in Section 15.5.
- b. Temporary and provisional employees in the class involved in the layoff are 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 are separated and returned to the class in which the person holds permanent status in that department.
- d. Probationary and permanent employees are laid off in the inverse order of their seniority.

### **15.4. Right to Demote**

- a. Any employee who is scheduled for layoff has 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 does not apply. The right to demote within the department to which the employee is assigned, are 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 is 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 is laid off.
  - (2) If there are two (2) or more lower salaried classes within the department in which the employee formerly held permanent status, the employee is 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.

- (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 is laid off from that class, and has the same right to demote as does any other employee who is laid off.
  - (4) An employee demoted under this procedure is 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 is deemed 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, is 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, is deemed for all purposes to have been laid off from the class from which the employee demotes.
  - (3) The right to request demotion does 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.

## **15.5. Seniority**

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

## **15.6. Jurisdiction**

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

## **Division B Layoff**

### **15.7. Notice of Layoff**

- a. Employees subject to layoff are given written notice of layoff. The notice prescribes the effective date of layoff. The written notice is either personally handed to the employee or mailed to the last known address. The last known address is the address in the County's payroll system. The notice is deemed served on the date it is personally handed to the employee; if notice is provided by mail, the employee is deemed to have received notice five (5) days after the date of mailing to their last known address.
- b. The effective date of layoff is not earlier than the 14th calendar day following the date of service of the notice of layoff.

### **15.8. Notice to ETTI**

When a layoff is ordered, the County will mail to ETTI, not later than the date of service of the last notice of layoff, each seniority list by class and department in which an employee covered by this Agreement is to be laid off. The list identifies the employees to be laid off and shows the date of service of the notice of layoff to each employee who is to be laid off.

### **15.9. Grievance-Arbitration Procedure**

The grievance-arbitration procedure set forth in Sections 15.10 through 15.20 applies to grievances concerning the validity or timeliness of service of notice of layoff, the order of layoff, or the identification of who is laid off under the order of layoff.

### **15.10. Grievance**

A grievance is a complaint by one (1) or a group of employees or ETTI involving the interpretation, application, or enforcement of the express terms of this article.

### **15.11. Time, Place and Manner of Filing**

- a. A grievance must be filed on a form prescribed by the County. Grievances must state for each named employee the factual basis for the claim and the provision of the article in dispute. Any grievance that is not timely or does not meet the criteria established in this section is deemed denied.
- b. Grievances on this subject must be filed with the County's Director of Labor Relations not later than seven (7) calendar days following the alleged violation. Any grievance not received by the Director of Labor Relations within the timelines is deemed withdrawn and a waiver of the employee's assertion of their rights.

### **15.12. Delivery to ETTI**

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

### **15.13. Complaints by ETTI**

- a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 15.12 or twenty-two (22) calendar days after the filing of a grievance by ETTI, whichever is earlier, ETTI shall file a consolidated complaint with respect to all such grievances. The complaint shall name each employee previously named in a grievance, who ETTI asserts has been not validly served with notice of layoff, not served in a timely manner, misplaced within the order of layoff, or incorrectly identified for layoff under the order of layoff. Any employee named in a timely grievance filed by ETTI or a timely employee grievance, who is not so named in the complaint, shall be deemed to have been validly and correctly identified for layoff under the order of layoff.
- b. The complaint shall be filed with and received by the Director of Labor Relations within fifteen (15) calendar days following delivery to ETTI of the copies of employee grievances or twenty-two (22) calendar days following filing by ETTI of its grievance, whichever is earlier.

### **15.14. Arbitration - Scheduling**

Timely complaints are submitted to and determined by an arbitrator. Arbitration proceedings commence not earlier than ten (10) calendar days and not later than thirty (30) calendar days following the date of filing of the complaint.

### **15.15. Consolidation of Proceedings**

- a. It is understood that the County is entering into this type of agreement with exclusive representatives of other representation units of County employees. The County Executive or designee is authorized to order the consolidation for purposes of hearing and decision of a complaint by ETTI 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 is effected by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice designates the arbitrator for the consolidated hearing from among those specified in Section 15.16.a., or in the event of their unavailability, the arbitrator selected pursuant to Section 15.16.b.
- c. ETTI 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 schedules the date, time and place of the hearing.
- e. If ETTI withdraws from a consolidated proceeding, the County has the right to a reasonable continuance of any hearing of ETTI's complaint, if necessary, in order to avoid the hearing of more than one (1) complaint of a unit representative on the same day.

#### **15.16. Appointment of Arbitrator**

The arbitrator is selected in accordance with the procedures of the State Mediation and Conciliation Service (SMCS).

#### **15.17. Hearings**

- a. Except as otherwise mutually agreed or otherwise provided herein, the arbitration hearings are 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 present their complaints and evidence in support of their cases in chief before the County presents their case in chief as to any individual complaint or the complaints as a whole.
- c. Whether or not the proceedings are consolidated, the parties to the proceedings are the County and ETTI (and other unit representatives, if any), and no employee or groups of employees are parties to the proceedings.

#### **15.18. Questions**

- a. In any arbitration proceedings on this issue, the questions to be decided by the arbitrator are limited to the following:
- b. Whether or not the notice of layoff was served in a timely manner in compliance with the provisions of this article;
- c. Whether the order of layoff complied with the terms of this article;
- d. Whether the identification of particular employees for layoff violated the terms of this article; and
- e. The remedy, in the event it is determined that layoff did not comply with the terms of this article.

### **15.19. Decision**

- a. The decision by the arbitrator must comply with the following requirements:
- b. 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, specifically stating 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.
- c. The arbitrator does not have jurisdiction or authority to order reinstatement, back pay or any other relief for any employee who is identified for layoff in violation of the terms of this article, unless the employee has been identified in both a timely grievance and a timely complaint.
- d. The arbitrator does not have jurisdiction or authority to revise the order of layoff as to any employee except to the extent necessary to grant relief to an employee determined to have been assigned an improper order of layoff alleged in both a timely grievance and a timely complaint.
- e. The arbitrator has the authority, in the event of a determination that an employee incorrectly identified for layoff in a timely grievance and a timely complaint, to order the reinstatement of the employee with back pay.
- f. Arbitrators do not have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff of fewer personnel than ordered by the County, or which otherwise impairs the discretion of the County to determine the number of personnel within each department who will be employed.
- g. The arbitrator does not have the authority to add to, delete, or alter any provision of this article, but limits their decision to the application and interpretation of its express provisions.
- h. The decision of any arbitrator must be consistent with prior decisions of other arbitrators, and subsequent arbitrators is bound by those interpretations.
- i. The decision of the arbitrator is final and binding as to all matters within their jurisdiction.

### **15.20. Costs**

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

## **Division C Reemployment**

### **15.21. Entitlement**

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

- a. A person who held permanent status in the class from which the person was laid off, during the three-year period following the effective date of layoff, be entitled to be appointed from a departmental reemployment list to a vacancy authorized to be filled in that class within the department from which the person was laid off pursuant and subject to the provision set forth in this division.
- b. A person who held permanent status in the class from which they were laid off, 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 where the person was laid off, that is authorized to be filled, pursuant and subject to the provisions set forth in this division.

### **15.22. Type of Position**

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

### **15.23. Limited-Term**

Personnel serving under limited-term appointments are not entitled to reemployment rights or to placement on either a departmental or County-wide reemployment list, whether or not they held permanent status as limited-term appointees in the class from where they were separated.

### **15.24. Departmental Reemployment Lists**

- a. The County prepares 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 will be added to the list for the class and department in that the layoff occurs in the inverse order in they were separated from service in that class.
- b. Notwithstanding any provision of this article to the contrary, the order of names on departmental reemployment lists are derived from (by inverting) the order of layoff prescribed by layoff lists, as the order of layoff may be modified by agreement between the parties or award under grievance-arbitration proceedings commenced pursuant to layoff under Division B, above. The purpose of this provision is to insure that disputes concerning the order of layoff and of departmental reemployment lists are raised and settled at or near the time of layoff, and not at the time reemployment is sought.

### **15.25. County-Wide Reemployment Lists**

- a. The County prepares County-wide reemployment lists for each class from which personnel with permanent status in the class were laid off. List constitutes 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 is based upon seniority according to the date of original appointment to the class to the list refers, as determined under Division A.

### **15.26. Appointment and Certification Priorities**

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

- a. The vacancy is filled from that departmental reemployment list for the class where the vacancy exists and for the department that the vacancy exists. Persons are appointed to vacancies in the order of the list.
  - (1) One (1) person will 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 will 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 is not 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.
- b. No persons is 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 where 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 are certified from the County-wide reemployment list for the class where the vacancy exists in accordance with the order of the list. The names are certified to the appointing authority for the class where the vacancy exists, who has discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name is certified for vacancy in excess of one (1).
  - (1) Persons who decline an offer of appointment, an additional name will be certified.
  - (2) A person on the County-wide reemployment list is deemed to have declined appointment under the same procedure as is specified in Section 15.26.b.(2).



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

### **15.27. Removal from Departmental Reemployment Lists**

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

- a. Upon the expiration of three (3) 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 that is the same as the one (1) for where the list exists or at the time of appointment, is equal to or higher than the one (1) for where the list exists in salary when measured at the top step of the salary schedule. (Personnel is not deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)
- c. Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Section 15.26.b.(2) except in instances where the person states in writing that they are temporarily medically incapacitated.
- d. In the event a person states in writing that they do not desire appointment from the list, or fails to file a written statement expressing their desire for appointment within five (5) calendar days following certified mailing to the person's last known address.

### **15.28. Removal from County-Wide Reemployment Lists**

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

- a. Upon the expiration of three (3) 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 that is the same as the one (1) for where the list exists or at the time of appointment, is equal to or higher than the one (1) for where the list exists in salary when measured at the top step of the salary schedule. (Personnel is not 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 is from that County-wide reemployment list for the class to which the departmental reemployment list applied.
- e. Except as provided in Section 15.27.c, a person is authorized to decline appointment to a class to where the person has been certified by submitting a written statement that objects to the appointment on the basis of the identity of the department, geographical location of the job, or shift schedule of the job. A declination does not result in removal of the person from the County-wide reemployment list. The person thereafter is not certified for appointment to a vacancy that falls within the description of the written objection.

### **15.29. Effect of Reemployment**

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

### **15.30. Service of Reemployment Lists**

- a. Not later than January 1 of each year, the County provides ETTI by mail a set of copies of all County-wide reemployment lists and all departmental reemployment lists for classes covered by the Agreement. Service is made once, and includes all such lists prepared as a result of all layoffs which have occurred between July 1 and the date of service.
- b. Not later than July 5 of each year, the County provides ETTI by mail a set of copies of all County-wide reemployment lists and all departmental reemployment lists for classes covered by the article. Service is made once, and includes all such lists prepared between the date of service pursuant to paragraph a. and June 30, inclusive.

### **15.31. Grievance-Arbitration Procedure**

The grievance-arbitration procedure set forth in Sections 15.32 through 15.38 is applicable only to disputes arising under Division C of this article.

### **15.32. Existence, Order and Contents of Reemployment Lists**

- a. Except as provided in this section, no employee, person or other entity is authorized to grieve, dispute or otherwise challenge a reemployment list established pursuant to this article.
- b. No later than twenty (20) calendar days following service of reemployment lists upon ETTI, ETTI is authorized to file a grievance asserting that the County failed

to establish a reemployment list required by this article, has established a reemployment list prohibited by this article, the order of personnel contained on any one (1) or more of the lists violates the provisions of Sections 15.21, 15.22, 15.23, 15.24, 15.25, or 15.26, that personnel have been placed on a list in violation of said sections, or that personnel have been omitted from the lists in violation of said sections.

(1) The grievance must specifically identify:

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

(b) The nature of the alleged violation or violations, the facts on which the alleged violations are based, and the section or sections of this article violated.

(c) The names of any personnel alleged to have been erroneously placed upon or omitted from the list or lists; and

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

(2) The grievance must be filed with the County's Director of Labor Relations, and received by the Director not later than twenty (20) calendar days following service of the lists pursuant to Section 15.30.

(3) The failure of ETTI to file a grievance within the time required constitutes a waiver of the right to challenge the matters referred to in this section, which is binding upon ETTI and all other persons.

### **15.33. Other Matters**

a. Except as to matters referred to in Section 15.32, ETTI and any persons laid off from a class covered by this article may a grievance alleging a violation of Sections 15.21 and 15.29.

b. Grievances are filed on forms prescribed by the County with the County's Director of Labor Relations not later than ten (10) calendar days after the event or circumstance occasioning the grievance. Any grievance not received by the Director within said period is deemed denied.

c. Any grievance filed pursuant to this section other than one (1) filed by ETTI are transmitted by mailed copy to ETTI not later than five (5) calendar days after it is filed.

### **15.34. Pre-Arbitration Hearing**

a. A hearing will be held by the County Executive or designee on all grievances filed pursuant to the provisions of Sections 15.32 and 15.33, not later than ten (10)

calendar days following the date of filing. ETTI will be given advance written notice of the time, date and place of all such hearings, and may appear and participate therein.

- b. If the County Executive or designee determines that a grievance shows a violation of this article and is otherwise timely and within the scope of the grievance-arbitration provisions, they are authorized to take all actions necessary to grant relief, including the layoff of any employees who have been employed in violation of the provisions of this division relating to reemployment.
- c. The County Executive or designee will issue a written decision not later than five (5) calendar days following the date of the hearing, and will mail copies to the grievant or grievants and ETTI

### **15.35. Request for Arbitration**

If ETTI is dissatisfied with the decision of the County Executive or designee, it may file a request for arbitration.

- a. The request for arbitration must be in writing, and filed with the Director of Labor Relations not later than seven (7) calendar days after mailing of the decision of the County Executive or designee. If ETTI fails to file a request for arbitration within the time required, the decision by the County Executive or designee is final and binding.
- b. In formulating and filing the request for arbitration or by not filing a request for arbitration, ETTI has the authority to waive the claims of persons who have filed grievances or others that it elects not to file. The failure to assert such claims is deemed to be a waiver of such claims and rights which is binding upon ETTI, the persons who have filed grievances, and the personnel covered by this article.

### **15.36. Arbitration Scheduling**

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

### **15.37. Decision**

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

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

### **15.38. Costs**

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

## **Division D Miscellaneous**

### **15.39. Witnesses**

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

## **Article 16 - Closure of County Facilities to Achieve Cost Reductions**

### **16.1. Facilities Closure**

- a. The Board of Supervisors has the right to close County facilities and or cease County operations regardless of funding source, for up to twelve (12) workdays per fiscal year (July 1 to June 30). The twelve (12) days 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 ETTI of this decision and the dates of the operations/facility closures.
- b. The purpose of the facilities/operations closure is to reduce the need for layoffs and to establish a schedule for the uniform closure or ceasing of certain County facilities and/or operations.
- c. The closure does not apply to twenty-four-hour institutions and operations designated by the County Executive to be twenty-four-hour operations, specified law enforcement functions, or other public services that normally operate on legal holidays. Services that do not normally function on legal holidays are closed unless authorized by the Board of Supervisors or the County Executive.

### **16.2. Employees Accrue Deferred Hours**

- a. This provision applies to employees whose assignment normally allows them to be off work on legal holidays.
- b. Employees who do not work on the furlough days will not be paid for those dates. The reduction in pay is prorated over up to twenty-four (24) pay periods, two (2) pay periods for each day facilities/operations are closed. At the discretion of the County Executive, but no earlier than the first pay period of the fiscal year, and for each pay period thereafter, four (4) hours pay are deferred. Employees are paid for seventy-six (76) hours although they work eighty (80) hours. Part-time employees receive prorated hours deferred and prorated salary reduction.
- c. On days County facilities/operations 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 are allowed to use vacation, CTO, or HIL leave accruals to maintain their level of pay.

### **16.3. Employees Exempt from Deferred Hours**

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

#### **16.4. Paid if Required to Work**

Employees who are subject to this provision but are required to work on days County facilities/operations are closed pursuant to the provision, are 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.

#### **16.5. Benefits**

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

#### **16.6. Holidays**

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

#### **16.7. 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 during the next fiscal year.

#### **16.8. Terminating Employees**

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

### **Article 17 - Discipline and Discharge**

#### **17.1. Purpose**

It is the intent of the parties that the provisions of this article substitute for all appeal procedures provided by the Civil Service Commission relating to the discipline, as defined in Section 18.2, of employees.

#### **17.2. Definition**

- a. "Disciplinary action" means demotion, reduction in pay step in class, suspension or discharge of an employee with permanent civil service status.
- b. "Parties" means the County and ETTI

#### **17.3. Persons Authorized to Initiate Disciplinary Action**

The employee's appointing authority or designee may initiate disciplinary action against an employee.

#### **17.4. Application**

- a. This article applies to employees with permanent civil service status.
- b. Probationary Status: This article does not apply to an employee in probationary status who has no right to grieve or arbitrate release from such probationary appointment.
- c. Temporary Employee: An employee in a temporary position has no right to grieve or arbitrate release from such temporary appointment.
- d. Temporary Upgrade: An employee in a temporary upgrade status has no right to grieve or arbitrate release from such temporary upgrade status.
- e. Provisional Appointment: An employee with provisional status has no right to grieve or arbitrate release from such a provisional appointment.

#### **17.5. Cause for Disciplinary Action**

No disciplinary action may 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 that is of such nature that it causes discredit to the County or their 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 that prohibits the solicitation of waivers.

#### **17.6. 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 their job. Any action is subject to the same provisions of this article as are applicable to actions taken pursuant to Section 17.5.

#### **17.7. Notice Requirement and Effective Date of Order**

- a. The appointing authority or designee will 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 is served upon the employee either personally or certified mail with return receipt requested, to the last known address of the employee. The last known address is the address that is in the County's payroll system. ETTI will be provided a copy of the notice.
- c. The order must be approved as to form by the County Counsel and includes:
  - (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 is 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.

### **17.8. Appeal**

- a. ETTI has the right to file an appeal on behalf of an employee who is subject to the disciplinary action, within fifteen (15) calendar days after receiving the order of disciplinary action, by filing a written notice of appeal with the Director of Labor Relations. The notice of appeal contains the name and address of the person to whom all written communication regarding this appeal is sent.
- b. The Director of Labor Relations will 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 is entitled to a hearing, as provided in this article and no other remedy.
- d. An appeal of a disciplinary action is a complaint of a permanent employee with permanent civil service status regarding whether there was good cause for the disciplinary action taken against that employee.
- e. If ETTI fails to file a notice of appeal within the time specified in 18.8.a, the disciplinary action becomes final without further action.

### **17.9. Appointment of Arbitrator**

- a. An impartial arbitrator is selected jointly by the parties within ten (10) calendar days of receipt of the written demand.
- b. In the event the parties are unable to agree upon an arbitrator within the time stated, the parties will request from the State of California Mediation and Conciliation Service a list of seven (7) arbitrators.
- c. The parties will mutually agree on one (1) of the arbitrators on the list or alternately strike off names from the list until one (1) remains. If the selected arbitrator is unable or unwilling to hear the grievance, the parties will repeat the process unless they can mutually agree upon an arbitrator.

### **17.10. 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 is afforded a reasonable opportunity to prepare a defense thereto. Any new causes or allegations are

deemed denied and any objections to the amended or supplemental causes or allegations may be made orally at the hearing.

### **17.11. Discovery**

- a. Permissible discovery: Pursuant to the procedure set forth in Section 18.11.c., any party to the arbitration hearing may obtain the following information in the hands of or that may reasonably be obtained by the responding party or the responding party's representative (As used herein, "responding party" means 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 that 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" has 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 must specifically state, and 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 will 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 has no authority to resolve any claim concerning material that 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 is 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 the 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 Section 18.11.a.
- (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 the 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 Section 18.11.a. The effective date of service is 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 will prepare and serve a response to the request. Responses will be served upon the requesting party, or representative of record, by the same means as service of the request was made or as otherwise agreed.
- (4) Request to be Deemed Continuing Request: The discovery request is a continuing request, that requires a continuous response. Where new or additional information becomes available to the responding party, the information will 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 must give a written negative response as to that particular item within the time specified for response, but must respond fully as to the information which the responding party does possess. The responding party must comply with (4) above after a negative response.
- (6) Disputes: Any dispute between parties regarding discovery is resolved by the arbitrator.
- (7) Penalties for Failure to Comply: The arbitrator may impose penalties for failure to comply with this subsection. These penalties are 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 will determine the issue against the non-complying party.

### **17.12. Timing and Conduct of Hearing**

- a. The arbitration hearing is held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing may be a private or public hearing as determined by the employee.
- b. The employee may be represented by ETTI
- c. The employee must appear personally at the hearing.
- d. At the hearing, the appointing authority has the burden of proof, and presents their case-in-chief first, in support of the allegations contained in the order of disciplinary action and has 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.
- e. Oral evidence is taken only on oath or affirmation.
- f. A court reporter takes a transcript of the hearing.
- g. The arbitrator may consider the records or any relevant prior disciplinary actions against the employee that are final, and any records contained in the employee's personnel files if such records were introduced at the arbitration hearing.
- h. Each Party Has 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.
- i. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may 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 the evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but is not sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege are effective to the extent that they are otherwise required by statute to be recognized at the hearing.

### **17.13. Subpoenas**

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

### **17.14. Decision**

- a. Following the hearing, the arbitrator will promptly prepare and submit to the parties a decision in the case. The decision will 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 may not modify the action imposed by the appointing authority unless the arbitrator determines that the discipline imposed by the appointing authority constitutes bad faith.

### **17.15. Finality of Decision**

The decision of the arbitrator is final and binding.

### **17.16. Costs**

The fees and expenses of the arbitrator, the court reporter, and the transcript, if any, are shared equally by ETTI and the County.

### **17.17. Witnesses**

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

### **17.18. Expedited Arbitration**

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

## **Article 18 - Term**

The provisions of this Agreement are effective on July 31, 2022, except as otherwise specifically provided.

This Agreement remains in full force and effect from July 31, 2022, through June 30, 2025.

Date: 2/15/2023

Date: 1/19/2023

County of Sacramento

DocuSigned by:

*Matt Connolly*

DF29F7DC9B69436...

Matt Connolly

Labor Relations Manager

DocuSigned by:

*Greg Mahoney*

BA80FBAF9BB744C...

Greg Mahoney

Chief Building Official

DocuSigned by:

*Juan Chavez*

613AFE70197643F...

Juan Chavez

Chief of Construction Management  
And Inspection Division (CMID)

DocuSigned by:

*Jaycee Kaiser*

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Jaycee Kaiser

Senior Personnel Analyst

DocuSigned by:

*Michael Jarvis*

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Michael W. Jarvis

Labor Relations Consultant  
Liebert Cassidy Whitmore

ETTI

DocuSigned by:

*Brandon Largent*

ED349060457D40C...

Brandon Largent

Chief Negotiator

DocuSigned by:

*Dee Contreras*

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Dee Contreras

Labor Representative

DocuSigned by:

*Thomas Mrizek*

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Thomas Mrizek

President, ETTI

## Appendix "A"

### Longevity

The below employees will receive their ten (10) year longevity incentive upon completion of five (5) years at step 9 or upon completion of ten (10) years of County service.

Dan Fotos  
David Hall  
Gary Hurley  
Jameson Haas  
Jason Messing  
Grigoriy Khomich  
Guangxun Jin  
Alexander Barba  
Gordon Fowlston  
Todd Newington  
Alan Caldwell  
Erkki Mika Suvivuo  
Philip Hawk  
Wayne Hironaka  
Roger Brock

Vitaliy Kalyandra  
Mark Bettenhausen  
Linda Jones  
Thomas Moore  
James Krznarich  
Cordell Trumbo  
Phil Lanoie  
Kent McKeen  
Gennadiy Marmuyenko  
Joseph Loomis  
Alfredo Yasis  
Trenton Freitas  
Jason Merrill  
Mark Stephan

This Appendix "A" Longevity terminates June 30, 2025.