

**AGREEMENT**

**BETWEEN**

**COUNTY OF SACRAMENTO**

**AND**

**SACRAMENTO-SIERRA'S BUILDING AND CONSTRUCTION  
TRADES COUNCIL**

**COVERING ALL EMPLOYEES IN THE**

**BUILDING TRADES UNIT**

**2025 - 2028**

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## **PREAMBLE**

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the COUNTY OF SACRAMENTO, hereinafter referred to as the County, and SACRAMENTO-SIERRA'S BUILDING AND CONSTRUCTION TRADES COUNCIL, hereinafter referred to as the Council, has as its purpose the promotion of harmonious labor relations between the County and the Council; 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 I – RECOGNITION AND COVERAGE**

### **1.1 RECOGNITION**

a. The County recognizes the Council as the exclusive negotiating agent for all employees in the Building Trades Unit.

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

### **1.2 COVERAGE OF EMPLOYEES**

a. The Building Trades Unit consists of all employees as stated in the listing of classes set forth in Exhibit "A" of this Agreement.

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

## **ARTICLE II – COUNCIL RIGHTS**

### **2.1 COUNCIL REPRESENTATION**

a. The County recognizes and agrees to deal with designated stewards and representatives of the Council on all matters relating to grievances and the interpretation, application or enforcement of the express terms of this Agreement.

b. The Council may designate three (3) unit representatives.

(1) The representatives shall be from two (2) different trades.

(2) Foremen shall be excluded.

c. The Council shall furnish the County with a list of all shop stewards immediately after their designation and shall describe their area of jurisdiction. Stewards will not be recognized by the County until such a list is received by the County Executive and the department head involved.

d. Upon the request of the aggrieved employee, a steward or representative of the Council may investigate the specified grievance provided it is in their assigned area of responsibility and assist in its presentation. They shall be allowed a reasonable time for this purpose during working hours without loss of pay, subject to prior notification and approval of the appointing authority. If the steward requests to leave the work site, the notification shall be in writing on a form prescribed by the County, which form will state the amount of time spent for the purpose. All stewards shall keep to a minimum the time spent in fulfilling their duties.

e. It shall be the responsibility of all stewards to discuss first with their immediate supervisor any question regarding interpretation or application of this Agreement.

f. Stewards or other Council representatives ordinarily will not represent the Council in meetings with the County, other than presentation of grievances or general bargaining on a new Agreement, while on County-paid time. Such representation normally will be provided by the Council without loss of paid time by County employees, however; at the request of the Council, a steward may be allowed reasonable time off without loss of pay to represent the Council in meetings with representatives of the County. Such time off shall be subject to prior notification and approval as provided in Subdivision d. above.

## **2.2 DEDUCTIONS FOR COUNCIL DUES**

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

b. The written authorization for the amount of the dues deducted from Council members' warrants shall be changed by the County upon written request of the Council.

c. The Council agrees to indemnify, defend and hold the County harmless against any claims made of any nature and against any suit instituted against the County arising from its payroll deduction of Council membership dues.

## **2.3 MAINTENANCE OF MEMBERSHIP**

The written authorization for Council dues deductions shall remain in full force and effect during the life of the Agreement between the County and the Council unless

canceled in writing by the employee and received by the Council between 12:01 a.m. on June 16 and 11:59 p.m. on June 30 of any year.

## **ARTICLE III – COUNTY RIGHTS**

### **3.1 COUNTY RIGHTS**

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

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

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

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

e. This section is not subject to the grievance and arbitration procedure as outlined in this Agreement.

## **ARTICLE IV – STRIKES AND LOCKOUTS**

### **4.1 STRIKES AND LOCKOUTS**

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

b. The Council agrees that during the term of this Agreement, neither it, nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes (including economic strikes, sympathy strikes, and unfair labor practice strikes), work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the County. In the event that the Council

members participate in such activities in violation of this provision, the Council shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

## ARTICLE V – GENERAL

### 5.1 APPLICATION OF PERSONNEL ORDINANCE

a. The Personnel Ordinance (Chapter 2.78, Sacramento County Code) shall not apply to any employees in the Building Trades Unit to the extent to which the Personnel Ordinance is inconsistent with the terms of this Agreement.

b. This statement shall not be construed to make any matter not previously covered by this Agreement subject to a grievance procedure provided by the Agreement.

### 5.2 PAYROLL ERRORS

a. This provision applies when the Department 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 benefit premiums. In such cases the County will, for the purposes of future compensation, adjust such compensation to the correct amount. Written notice will be given to the employee as soon as feasible and prior to the repayment of funds.

b. As used in this section:

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

- (6) "Payment" for the purposes of employee reimbursement of an overpay will mean payment by cashier's check or money order.

c. For errors made within one year of the initial written notice to the employee, overpayment reimbursement will be made to the County, underpayment reimbursement will be made by the County. Pursuant to IRS regulations, wages paid in error in a prior year remain taxable to the employee for that year. The employee may be entitled to a deduction for the repaid wages on their tax return for the year of repayment. The County and employee share due diligence to ensure overpayments and underpayments are minimized and corrected timely.

- (1) In the case of overpayment, reimbursement will be made through one (1) or a combination of the following methods, as determined by the policies and procedures of the Department of Personnel Services.

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

Either:

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

And/Or

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

Or:

- (c) A one-time only leave adjustment to CTO or vacation equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave). Pursuant to IRS regulations the value of the leave adjustment is taxable and will be included in wages paid during the period the leave adjustment is made.
- (2) In the case of an underpayment, the County will expedite reimbursement to the employee via a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
- (3) An employee whose employment terminated prior to full reimbursement of an overpayment shall be liable to the County for the amount of the reimbursement unrecovered at the time of termination. An employee will have the option to elect whether to have the unrecovered overpayment deducted from the employee's final paycheck or to make a one-time final payment. Should the employee fail to fully reimburse the overpayment within 30 days after termination, the County reserves the right to exercise other legal means to recover the additional amount owed
- (4) Any overpayment or underpayment for any period earlier than one (1) year prior to the date of the Department of Personnel Services' initial written notice to the employee, shall be deemed waived and not reimbursable.

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

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

### **5.3 DEFERRED COMPENSATION**

a. As soon as administratively feasible and following the Board of Supervisors' approval of the 2025 Agreement, if an employee enrolled in the Sacramento County Employee Retirement System contributes into their 457(b) plan the County will contribute a matching amount up to a maximum of three percent (3%) of the employee's

salary into the employee's 401(a) plan. The 3% maximum County contribution match will be counted in the calculation of total compensation for the purposes of salary surveys.

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

b. All newly hired, rehired, or newly transferred employees in this bargaining unit who are enrolled in the Sacramento County Employees Retirement System will be automatically enrolled in the County 457(b) Deferred Compensation plan. The automatic enrollment deduction percentage will be 1% of compensation on a pretax basis which will be deposited in the Plan's appropriate Qualified Default Investment Allocation (QDIA) Target Date fund

c. Automatic enrollment will not take effect until two full pay periods after the date of hire, rehire or transfer to provide an opt-out period for the employee. Employees subject to auto enrollment who choose to opt-out must do so utilizing the online portal to stop or change their contribution rates. This change must be made sufficiently in advance of payroll timelines in order to take effect. Newly automatic enrolled 457(b) participants can "unwind" their contributions in the first 90 days of enrollment. This triggers an in-service withdrawal and tax consequences. Additionally, any matching 401(a) employer contributions are forfeit if the unwind provision is enacted.

d. Employees entered into the automatic enrollment process retain all normal Deferred Compensation participant abilities, including increasing contribution percentages, ceasing contribution percentages, reallocating contributions to alternative funds, choosing post tax contributions, etc., in accordance with the procedures and parameters established by the County as the Plan Administrator.

## **5.4 UNIFORMS**

Employees who are required by the appointing authority to wear uniforms in the performance of their duties shall receive the equivalent of five (5) uniform changes per week. Plumbers, and other employees as determined necessary by the appointing authority, shall receive two (2) additional uniform changes per week.

## **ARTICLE VI – GRIEVANCE AND ARBITRATION PROCEDURE**

### **6.1 PURPOSE**

a. This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.

b. The purposes of this procedure are:

- (1) to resolve grievances informally at the lowest possible level; and,
- (2) to provide an orderly procedure for reviewing and resolving grievances promptly.

## **6.2 DEFINITIONS**

a. A grievance is a complaint of one (1) or a group of employees, or a dispute between the County and the Council, involving the interpretation, application or enforcement of the express terms of the Agreement.

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

c. As used in this procedure, the term "party" means an employee, the Council or the County.

d. As used herein, "steward" or "Council representative", if an employee of the County, refers to an employee designated as such pursuant to Section 2.1.

## **6.3 TIME LIMITS**

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

## **6.4 PRESENTATION**

An employee or the Council representative, or both, may present a grievance while on duty.

## **6.5 EMPLOYEE RIGHTS**

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

## **6.6 APPLICATION**

Grievances as defined in Section 6.2 shall be brought through this procedure. No other grievance procedure shall apply to employees covered by this Agreement for any purpose whatsoever.

## **6.7 INFORMAL DISCUSSION**

The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Council Steward. Within five (5) workdays, the immediate supervisor shall give their decision or response.

## **6.8 FORMAL GRIEVANCE - STEP 1**

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

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

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

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

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

## **6.9 FORMAL GRIEVANCE - STEP 2**

a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, they may appeal the decision within five (5) workdays to the appointing authority or their designee. The employee may be represented by the Council representative. If the appointing authority or their designee is the first level of appeal, the grievant may bypass Step 2.

b. Within ten (10) workdays the appointing authority or their designee shall respond in writing to the grievant.

## **6.10 FORMAL GRIEVANCE - STEP 3**

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

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

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

(1) Mediation as described in Section 6.11; or

(2) Third step appeal as described in Section 6.12.

## **6.11 MEDIATION**

a. Grievances appealed to Step 3 may be submitted by the Council to mediation. Mediation shall take place on the first and third Tuesday of each calendar month. Subsequent days for mediation will be scheduled, if necessary. The parties agree to mutually select a panel of mediators. If the parties are unable to select a panel of mediators, they shall utilize the State Mediation and Conciliation Service.

b. Under no case shall the adjustment or resolution of the grievance at this level exceed forty (40) working days from the date of their appeal to Step 3, unless extended by mutual agreement of the parties. If not extended, the Council may appeal the grievance to arbitration.

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

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

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

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

g. The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a

settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one (1) party. If settlement is not possible, the mediator shall provide the parties with an immediate bench opinion, based on the stated grievance and the Collective Bargaining Agreement, as to how the grievance would be decided if it went to arbitration. That opinion would not be final or binding, but would be advisory. It would be delivered orally and would be accompanied by a statement of the reasons for the mediator's opinion. The advisory opinion may be used as the basis for further settlement discussions or for withdrawal or granting of the grievance. If the grievance is not settled, granted or withdrawn, the parties are free to arbitrate. If they do, the mediator shall not serve as arbitrator, and no offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration. Neither attorneys nor court reporters or any other type of note taker shall be allowed to be present at the proceedings.

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

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

### **6.12 HEARING AND RESPONSE - STEP 3**

a. If the Council chooses not to utilize mediation and is not satisfied with the decision rendered pursuant to Step 2, they may appeal the decision within five (5) working days to the County Executive. The employee may be represented by the Council President or the grievance chairperson.

b. The County Executive or their designated representative shall respond in writing within ten (10) working days to the grievant. If the County Executive or their designated representative determines that it is desirable to hold a meeting regarding the grievance, the County Executive or their representative shall respond to the grievance within thirty (30) workdays from the date the grievance was appealed to Step 3 unless extended by mutual agreement of the parties.

### **6.13 ARBITRATION - STEP 4**

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

### **6.14 PROCEDURE FOR DISCOVERY**

a. Personal Service: At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such

hearing, any party may personally serve a written request upon the responding party, or representative of record, for information that is necessary and relevant to prosecution of the Grievance as defined in Government Code 3500 et. seq. The requesting party shall bear the full cost of any discovery request.

b. Service by Mail: At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set for such hearing, any party may serve, by first-class mail, a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection a. above. The effective date of service shall be the date of the postmark.

c. Response: Within twenty (20) calendar days of receiving the request mentioned in (a) and (b) above, the responding party shall prepare and serve a response to the request. Such response shall be served upon the requesting party, or representative of record, by the same means as service of the request was made.

d. Request to be Deemed Continuing Request: The discovery request is a continuing request, which requires a continuous response. Where new or additional information becomes available to the responding party, such information shall forthwith be furnished to the requesting party, or representative of record.

e. Negative Response: In the event the responding party does not have an item of the information requested, the responding party shall give a written negative response as to that particular item within the time specified for response, but shall respond fully as to the information which the responding party does possess. The responding party shall comply with (d) above after such negative response.

f. Disputes: Any dispute between parties regarding discovery shall be resolved by the arbitrator.

g. Penalties for Failure to Comply: The arbitrator shall impose penalties for failure to comply with this subsection. These penalties shall be based upon the seriousness of the failure to comply, the good or bad faith of the non-complying party, and the extent to which the non-compliance results in surprise to the requesting party and handicaps the requesting party in preparing the case. The following penalties may be imposed:

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

h. The Council waives the right to make Public Records Act requests as an alternative to this process and may not use as evidence at the hearing County information obtained through a third-party Public Records Act request. Both parties waive the right to use information obtained through an MMB request submitted after the timelines in Section 8.9 (a).

## **6.15 RESPONSE**

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

## **6.16 COPY OF DECISION**

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

## **6.17 SELECTION OF ARBITRATOR**

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

b. In the event the parties are unable to agree within the time stated, the arbitrator shall be mutually selected from a list of five (5) names submitted by the American Arbitration Association or the State Mediation and Conciliation Service. In the event the arbitrator is unable or unwilling to hear the grievance, the parties will repeat the process, unless another arbitrator can be mutually agreed upon. Failure to select an arbitrator by the appealing party within thirty (30) days of receiving the list of arbitrators from the State of California Mediation and Conciliation Services will result in withdrawal of the appeal unless such failure is through the inaction of the County.

c. Expedited arbitration shall occur only if mutually agreed by both the County and the Council.

(1) A requirement that the arbitrator selected render a decision within thirty (30) calendar days of the conclusion of the hearing.

(2) No court reporter unless mutually agreed by the parties.

(3) No post hearing briefs unless mutually agreed by the parties.

d. Either the County or the Council may require a full arbitration hearing on any grievance.

## **6.18 DECISION**

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

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

## **6.19 COSTS**

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

## **6.20 WITNESSES**

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

# **ARTICLE VII – SALARIES**

## **7.1 SALARY INCREASES**

a. Fiscal Year 2025-26: Effective the first full pay period following the Board of Supervisors approval, but no sooner than June 29, 2025, salaries shall be increased by 2.8%.

b. Fiscal Year 2026-27: Effective the first full pay period following Board of Supervisors' approval, but no sooner than June 18, 2026, salaries shall be increased by three percent (3%).

c. Fiscal Year 2027-28: Effective the first full pay period following Board of Supervisors' approval, but no sooner than June 27, 2027, salaries shall be increased by three percent (3%).

## **7.2 MAINTENANCE OF SALARY RELATIONSHIP**

The parties agree that Step 9 of the lead class and Step 9 of the related journey level class as shown below will not fall below 10%.

Lead Carpenter/Carpenter  
Lead Electrician/Electrician  
Lead Painter/Painter  
Lead Plumber/Plumber

## **7.3 PAY DIFFERENTIAL FOR WORKING OUT-OF-CLASS**

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

b. The differential shall be five percent (5%), and will only be paid for regular hours worked.

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

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

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

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

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

e. Although the employee may be assigned to work in a classification not covered by this collective bargaining agreement, they will not lose any of their rights to representation by the Council.

#### **7.4 CONFINED SPACE TEAM HAZARD PAY**

Effective July 1, 2006, employees assigned to a Confined Space Team in writing shall receive a 4% differential.

#### **7.5 DIFFERENTIAL FOR WORK AT CERTAIN FACILITIES**

Employees in the classes of Electrician, Plumber, Carpenter, Painter, Lead Electrician, Lead Plumber, Lead Carpenter, and Lead Painter assigned to work at the Sacramento County Main Jail, Rio Cosumnes Correctional Center, Mental Health

Treatment Center, or BT Collins Youth Detention Facility or in active housing and shelter sites when designated by the department as active temporary weather respite shelters, temporary housing, or transitional housing shall be paid a 5% differential for all hours worked in the above facilities. Such assignment shall be made in writing. If the Boys Ranch is reinstated as a correctional facility, employees shall be paid a 5% differential for all hours worked at such correctional facility. The assignment shall be made in writing.

Lead Electricians and Electricians assigned in writing to work at a Sacramento County airport or water resources facility shall be paid a 5% differential for all hours worked in the above facilities in acknowledgement of the frequency of high voltage, programmable logic control (PLC), and supervisory control and data acquisition (SCADA) system work which occur in these facilities.

**7.6 TRANSIT PASS**

The transit subsidy is \$75 per month.

**7.7 SPECIAL PAY ALLOWANCES FOR SPECIFIC ASSIGNMENTS**

- a. Effective the first pay period following the approval of this MOU by the Board of Supervisors, the following amounts will be added to the hourly rates when employees have specific assignments

<u>Assignment</u>	<u>Hourly Rate</u>
Painter, spray painting, sandblasting, power washing and steam cleaning	\$1.00
Painter, spraying or blasting coal tar or exotic materials	\$1.00
Painter, taping sheet rock	\$1.00
Painter, paperhanging	\$1.00
Employees working on exterior staging on the 4th, 5th, 6th, or 7th stories	\$1.50
Employees working on exterior staging 8 stories or higher	\$2.00

**7.8 SPECIAL DUTY PAY – COMMERCIAL CLASS A LICENSE AND ENDORSEMENTS**

Employees who are required to maintain a Class A License, Hazardous Material Endorsement (H or X) or Tanker Endorsement (N) as a condition of employment when

the class specification does not make the same requirement for all of the positions within that class will receive an additional 1% of pay. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the special duty pay to continue, the employee must continuously maintain a valid certification. The appointing authority or designee may assign duties consistent with the use of the certification.

## **7.9 DIFFERENTIAL-ASBESTOS ABATEMENT**

a. Effective February 3, 2008, Carpenters assigned in writing to perform minor asbestos abatement will receive a five percent (5%) differential for the time spent performing minor asbestos abatement, including reasonable time spent applying and removing protective gear.

b. To receive the differential, Carpenters assigned to perform minor asbestos abatement must receive direction from the Facilities Manager prior to engaging in an asbestos abatement project.

## **7.10 WATER TREATMENT INCENTIVE PAY**

a. Effective the first pay period following approval of this MOU by the Board of Supervisors, employees working in the Electrician or Lead Electrician classifications and assigned to the Department of Water Resources are eligible for an incentive pay for obtaining the California Department of Public Health, Water Treatment certification below. Eligibility will be determined upon submission of evidence of the certification to the appointing authority. For the incentive pay to continue, the employee must continuously maintain a valid certification. The appointing authority or designee may assign duties consistent with the use of the certification.

- (1) 1% incentive pay to Electricians or Lead Electricians assigned to the Department of Water Resources who obtain the Grade T1 Certificate.
- (2) 2% incentive pay to Electricians or Lead Electricians assigned to the Department of Water Resources who obtain the Grade T2 Certificate.

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

## **7.11 LONGEVITY**

Following the first full pay period after Board of Supervisors' approval of a successor agreement to the 2018-2022 agreement (but no sooner than June 29, 2025) permanent employees who reach ten (10) years of full-time service shall receive a 4% (4%) differential. Less than full-time permanent employees shall become eligible upon working the equivalent of ten (10) years of full-time service. However, employees who

are laid off and subsequently return to County service will retain the prior years of service for the purpose of this Section.

## **7.12 BILINGUAL PAY**

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

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

## **7.13 SALARY SURVEY**

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

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

1. Alameda County
2. Contra Costa County

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

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

## **ARTICLE VIII – OVERTIME AND TIME WORKED**

### **8.1 HOURS OF WORK**

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

b. The hours of work, including authorized absences with pay, of a part-time employee shall be established by the appointing authority but shall normally be less than eight (8) hours per day or forty (40) hours per week.

c. An employee normally shall be allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the workshift. Whenever it is necessary for an employee to work overtime in excess of two (2) consecutive hours, they shall be granted an additional lunch period, the taking of which is optional with the employee. The lunch period is work time if the employee is required to perform duties while eating. An employee is on work time if they are ordered to remain with a vehicle in the field during the lunch period or is required to remain on County premises. A lunch period is not work time if an employee is completely free from duties during the meal period.

d. When an employee is ordered by the County to attend training, the time spent in training shall be counted as hours worked. Training which takes place during off-duty hours with attendance voluntary is not hours worked.

### **8.2 CHANGES IN SCHEDULED WORK HOURS**

A permanent employee shall be given at least five (5) workdays' notice prior to a change in their assigned hours of work. The notice requirement shall not apply to emergency assignments. If an employee's shift or days off are changed without the

above notification, they shall be paid the overtime rate for all hours worked on the first day of the new shift.

### **8.3 NIGHT SHIFT PAY**

a. An employee shall receive night shift differential pay if more than half of their regular work period is before eight a.m. or after five p.m. Night shift differential pay shall be seven and one-half percent (7.5%) of the employee's standard daily or biweekly salary rate. An employee who regularly works a full workday which ends at eight p.m. or after shall receive night shift pay.

b. An employee will receive weekend shift differential of one dollar and fifty cents (\$1.50) per hour for hours worked on a Saturday and/or Sunday.

### **8.4 OVERTIME**

a. An employee will be compensated only for overtime ordered by designated supervisory personnel.

b. An employee required to work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for such overtime with pay at one and one-half times the hourly rate.

c. Absence with pay, except sick leave, shall be counted as time worked. Time worked in excess of eight (8) hours in a day shall not be counted in determining whether an employee has worked in excess of forty (40) hours in a week.

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

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

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

g. Any employee called to work under the overtime provisions shall receive a minimum of two (2) hours' pay at the one and one-half times hourly day shift rate of pay.

h. (1) A full-time employee ordered to work overtime per this section may request CTO in lieu of cash at the rate of one and one-half hours of CTO for each hour of overtime worked.

- (2) An employee may not accumulate more than eighty (80) hours of CTO. Overtime hours worked after accruing the maximum of eighty (80) hours shall be compensated in cash.
- (3) CTO accrual and CTO usage are subject to approval by designated supervisory personnel.
- (4) The County or the Council shall have the right to rescind and delete this Subsection h. upon giving thirty (30) days' notice to the other party.

## **8.5 STANDBY ASSIGNMENTS, CALL BACK, AND CALL-INS**

a. Any employee who is required to remain on standby for emergency work shall be paid two (2) hours' straight-time pay for each standby shift of 8 hours, whether or not the employee is called to work. A standby shift of more or less than eight (8) hours shall be prorated.

b. The employee who performs emergency work on standby duty shall be compensated therefor as overtime work. A minimum of two (2) hours' overtime compensation per shift shall be paid to an employee who is called back, in addition to the standby pay to which such employee is entitled pursuant to Subsection a. This minimum shall only be paid in the event that an employee is physically called to the office or field location. If an employee is not on standby and is called back to the office or field location, the employee shall be compensated therefor as overtime worked for a minimum of two (2) hours and up to the actual hours worked outside of the employee's normally scheduled work hours. Employees who are not physically called back, but provide services via telephone, will be paid for the actual duration of the work performed in 6 minute increments (.1 hour of OT).

## **8.6 9/80 WORK SCHEDULES**

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

b. The 9/80 work schedule is a schedule which during one (1) week of the biweekly pay period the employee is scheduled to work four (4) nine-hour workshifts for a total of thirty-six (36) hours and during the other week of the pay period, is scheduled to work four (4) nine-hour workshifts and one (1) eight-hour workshift. Because this schedule would require payment of overtime on the forty-four (44) hours workweek, an employee who does get time and one-half pay for overtime must be assigned to a redesignated work schedule as explained in Subsection c.

c. For an employee in this unit who works a 9/80 work schedule, 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. above. This redesignated workweek must be in writing and specifically state the day of

the week and time of day that the workweek commences and the effective date of the redesignated workweek. This must be completed and approved prior to the employee working the 9/80 schedule, and be filed in the employee's personnel file. This redesignated workweek must be changed prior to the employee altering the day of the week or time of day that the eight-hour workshift occurs; the redesignated workweek must always commence during the middle of the eight-hour workshift. This redesignated workweek must also be changed back to the standard Sunday through Saturday workweek upon the employee moving off of the 9/80 work schedule.

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

d. An employee working a 9/80 schedule shall take an unpaid meal period in the middle of their nine-hour and eight-hour workshifts, or between the two (2) four-hour workshifts, consistent with Section 8.1. An employee may receive one (1) rest period during the first half of the employee's nine-hour or eight-hour workshift and one (1) rest period during the second half of the nine-hour or eight-hour workshift. An employee who works two (2) four-hour workshifts may receive one (1) rest period during each four-hour workshift.

e. An employee shall be granted a holiday that falls on the employee's scheduled eight-hour workshift. If the holiday falls on the scheduled nine-hour workshift, the remaining hour must be taken off as leave first from accumulated compensating time off or holiday in lieu, and second from accumulated vacation time; and, if there are no leave balances, then leave without pay. If the holiday falls when the employee is scheduled to work the two (2) four-hour workshifts, then both four-hour workshifts shall be deemed to be the holiday. If a holiday falls on an employee's scheduled day off, the employee shall accrue eight (8) hours compensating time off.

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

g. An employee may return to the standard five-day, forty-hour workweek upon the approval of their appointing authority. The appointing authority may require advance notice of two (2) full pay periods prior to the date of resuming the five-day, forty-hour workweek.

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

## **8.7 4/10 WORK SCHEDULES**

a. An appointing authority, with the prior approval of the County Executive, may approve requests of employees covered by this Agreement to work a 4/10 work schedule.

b. For these employees working the 4/10 work schedule overtime shall be earned when the employee is required to work in excess of ten (10) hours per day of forty hours per week.

c. Employees working a 4/10 schedule shall take a meal period in the middle of their ten hour workshift. Employees may receive one (1) rest period during the first half of the employee's ten hour workshift and one (1) rest period during the second half of the ten hour workshift.

d. If a holiday falls on the scheduled ten hour work shift, the remaining two hours 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 a holiday falls on an employee's scheduled day off, the employee shall accrue eight (8) hours compensating time off.

e. Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on a scheduled ten hour workshift shall result in the deduction of ten (10) hours from the employee's accrued leave balances.

f. Employees may return to the standard five-day, forty-hour workweek or to a 9/80 work schedule after providing advance written notice of two (2) full pay periods to their appointing authority.

g. The appointing authority shall have the right to return employee(s) to the standard five-day, forty-hour workweek schedule or to a 9/80 work schedule after providing advance written notice of two (2) full pay periods to the affected employee(s).

h. Sick leave with pay shall be accrued and accumulated in accordance with Section 10.3 of this Agreement.

i. Vacation leave with pay shall be accrued in accordance with Section 10.1 of the Agreement.

## ARTICLE IX – HOLIDAYS

### 9.1 HOLIDAYS

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

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

It is the intent of the parties that County employees shall take off from work the Fridays enumerated herein except where the needs of the service require otherwise.

b. Regular employees who work in a unit for which the normal work schedules include Saturdays, Sundays, and holidays shall be granted one (1) day off for every four (4) weeks in lieu of prescribed holidays. Such time off shall be designated in the employees' regular work schedules. If not scheduled and taken every four (4) weeks, such time shall accrue at the rate of 4.6 hours each biweekly pay period. The maximum accrual of holiday in lieu time for a twelve-month period is one-hundred and four (104) hours. Cash payment shall be made for holiday in lieu time in excess of one-hundred and four (104) hours.

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

### 9.2 CHRISTMAS EVE AND NEW YEAR'S EVE

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

## **ARTICLE X – LEAVES**

### **10.1 VACATION LEAVE WITH PAY**

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

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

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

\*eight-hour day

### **10.2 VACATION USE**

a. All employees shall be eligible to use accrued vacation. The appointing authority shall determine the period when accrued vacation time may be taken by employees, consistent with the requirements of the department. Employees who separate or are terminated from County service or who take military leave in excess of 180 days shall be paid the monetary value of their full terminal vacation.

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

### 10.3 SICK LEAVE

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

Temporary employees, excluding retired annuitants, shall receive the equivalent of five days of sick leave per calendar year, dependent on the employee's work schedule (i.e. 9/80, 4/10, 12 hour shifts) in accordance with labor code Section 246. Such sick leave shall not rollover on annual basis. Sick leave for temporary employees will be loaded at the beginning of the first pay period in the calendar year. For temporary employees beginning employment after the start of the calendar year, the leave will be loaded in the first pay period of employment.

b. Employees are entitled to use sick leave consistent with reasons in this section for the following relationships:

- 1) Self;
- 2) Child (biological, adopted foster, stepchild, legal ward, a child of an employee or the employee's domestic partner, or person to whom the employee stands in loco parentis);
- 3) Parent (biological, foster, or adoptive parent,, stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child);
- 4) Spouse;
- 5) Registered Domestic Partner;
- 6) Grandparent
- 7) Grandchild;
- 8) Sibling
- 9) Parent-in-law
- 10) Designated Person;
- 11) Any other close relative or child who resides with the employee.

c. Sick leave shall be provided for the relationships in 10.3 (b) for the following purposes:

- 1) Employee is physically or mentally unable to perform their duties due to illness, injury, dental work or medical condition, including pregnancy.

- 2) Diagnosis, care for, an employee or employee's family member including childbirth (inclusive of transportation to and from medical facility);
- 3) For an employee who is a victim of a qualifying act of violence as defined in Government Code Section 12945.8; and;
- 4) Employee's Donation of Blood – scheduled at the discretion of the appointing authority, not to exceed four hours in any instance and only approved upon submission to the appointing authority of an official blood bank receipt reflecting the donation;

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.

#### **10.4 WELLNESS/SICK LEAVE INCENTIVE PROGRAM**

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

b. Regular employees must be continuously on the County payroll and eligible to earn and use sick leave during the entire twenty-six week period from Pay Period #1 through #13, and from Pay Period #14 through #26. Employees on unpaid leaves of absence during a portion of the designated twenty-six week period are excluded for that time period. Employees during the designated twenty-six week period who receive pay pursuant to Labor Code Section 4850 or who receives SDI integration pursuant to Section 11.8 or who select the disability leave option pursuant to Subsection 10.6-b.(2)(b), are excluded from participation for that time period. Employees who were temporary and transferred to permanent positions during the designated twenty-six week time period are excluded for that time period.

c. Part-time regular employees who work forty (40) or more hours per pay period shall be eligible to participate in the Wellness Incentive Program. The same eligibility rules as outlined in Subsection b. above shall apply. However, the maximum amount of sick leave allowed for part-time employees to use in Pay Periods #1 through #13, or in Pay Periods #14 through #26, shall be prorated. This means for half-time employees the maximum sick leave that may be used is six (6) hours; for four-fifths employees, the maximum would be 9.6 hours. The maximum of twelve (12) hours of sick leave usage will include any hours used under the Family Medical Leave Act. The

amount of time off received by the qualifying part-time employees shall also be prorated. This means half-time employees would receive certificates for four (4) hours time off, and four-fifths employees would receive certificates for 6.4 hours time off.

d. The County shall provide the Council with a copy of the County Policy and Procedure necessary to implement the County's sick leave incentive program as outlined above.

## **10.5 BEREAVEMENT LEAVE**

a. Under Government Code Section 12945.7, employees who have been employed by the County for at least thirty (30) calendar days are entitled to five (5) days of protected bereavement leave in the event of the death of an eligible "family member." Regular Employees will also receive forty (40) hours of paid leave that must be used concurrently with any bereavement leave taken. Employees on alternate work schedules that involve more than eight hours in a day who have exhausted the forty (40) hours of paid leave may choose to use any available leave balances to cover the difference between the 40 hours of paid County bereavement leave and the total regularly scheduled hours over 5 work shifts, as unpaid time or with the use of any available leave balances.

b. Family members are defined by Government Code 12945.7:

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

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

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

## 10.6 DISABILITY LEAVE

a. An employee who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination as the appointing authority deems necessary. They shall not be considered absent from duty during the time required for such examination.

b. A regular employee who is unable to perform any appropriate work assignment because of disability incurred in the performance of assigned duties shall be entitled to the following disability leave benefits, in addition to those provided pursuant to the California Worker's Compensation Insurance Act:

- (1) During any period of disability for which payment is not provided under Worker's Compensation Insurance, the employee shall be placed on disability leave with pay to the extent of any leave with pay which they have accrued. Such disability leave with pay shall be charged against the employee's accrued leave with pay;
- (2) During any period of disability for which payment is provided under Worker's Compensation Insurance the employee shall elect to either:
  - (a) Retain any worker's compensation benefits received during the pay period and receive full pay. The employee shall use their accrued sick leave, vacation CTO and HIL on an hour-for-hour basis to cover all hours the employee is absent from duty due to the work-related disability during the applicable pay period. Or,
  - (b) Retain any worker's compensation benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the worker's compensation benefits added together are equivalent to the employee's full pay. The employee shall use their accrued sick leave, vacation, CTO, and HIL in an amount equal to one-half of the number of hours the employee was absent from work during the pay period due to the work-related disability. If, however, the amount of the worker's compensation benefits is subtracted from the employee's full pay for the time off due to the disability, and the remainder is less than one-half of the amount of such full pay, then only the number of leave

balance hours necessary to equal that remainder shall be charged.

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

## **10.7 ASSIGNMENT OF LEAVE FOR CATASTROPHIC ILLNESS AND OTHER PURPOSES**

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

## **10.8 PARENTAL LEAVE**

Employees shall be eligible for Parental Leave in accordance with County Policy 0837, "Parental Leave".

## **10.9 COUNTY EMPLOYEES AS VOLUNTEER POLL WORKERS PROGRAM**

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

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

- (1) The employee has successfully applied for and has been selected and found qualified by the Sacramento County Registrar of Voters to serve as a volunteer poll worker;
- (2) The employee has made a request in writing to their appointing authority for an absence from County employment as is necessary to attend and complete poll worker training as directed by the Registrar and an absence for the employee's entire regularly scheduled workday on election day to serve as a volunteer poll worker in Sacramento County;

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

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

## **ARTICLE XI – HEALTH AND WELFARE**

### **11.1 GENERAL PROVISIONS**

a. Eligibility: Regular full-time and regular part-time employees who work at least half-time and their dependents are eligible to participate in County-sponsored insurance and benefit programs as defined by the Internal Revenue Code (IRC), Section 297 of the California Family Code, and Affordable Care Act. Temporary employees and intermittent employees are not eligible for benefits. Dependents are limited to spouse, registered domestic partner, and unmarried children (natural, step, adopted, legal guardian, foster, children of registered domestic partner) up to the age allowable by regulation and program. Dependents with coverage under the County plan who become disabled prior to age 19 may continue coverage with licensed physician certification. Appropriate documentation of relationships is required.

b. Enrollment: New employees must enroll in benefits within 30 days of hire and coverage becomes effective the first of the month following enrollment. They may also choose to waive medical coverage by providing satisfactory proof of other group medical insurance coverage. If they fail to enroll within 30 days of hire, they will be enrolled in the default medical, dental, and basic life insurance coverage. New hires can make changes to their selected plan within the initial 30-day enrollment period. After this period the selection or default plan is irrevocable until a life event or open enrollment period.

c. Benefit Changes: Changes to benefits covered under the IRC Section 125 plans can only be made during annual open enrollment periods to become effective the first day of the following calendar year or within 30 days of a qualifying life event to become

effective the first day of the month of life event enrollment completion. Life events are defined by the Health Insurance Portability Act (HIPAA) and IRC and include events like marriage, divorce, birth, adoption, and loss of group health care coverage.

## **11.2 MEDICAL INSURANCE AND HEALTH PLANS**

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

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

b. Tier B: The County provides an insurance contribution for employees starting employment with the County on or after January 1, 2007, and employees who were in Tier A and have voluntarily elected to move from Tier A to Tier B. The County contribution shall be reset annually on January 1<sup>st</sup> based on 80% of the premium amount for the least expensive full coverage HMO health plan option offered by the County.

- 1) However, during the term of the agreement the County contribution amounts for each level of coverage will not be less than the County contribution amounts in effect for Calendar Year 2025. This provision will sunset on June 30, 2028.

c. Medical Plans: The County, at its discretion, may offer different health plans on a year-to-year basis if the County determines that those plans are advantageous to County employees and compatible with IRS regulations. The County will share such changes at the annual Joint Labor Management (JLM) meeting discussing the coming years' benefits cycle. The County will maintain a Kaiser Health Plan during the term of this agreement. This provision will sunset on June 30, 2028.

## **11.3 RETIREE HEALTH SAVINGS PLAN**

The County contributes twenty-five dollars (\$25.00) per pay period to the employee's retiree health savings plan.

## 11.4 DENTAL PLAN

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

## 11.5 LIFE INSURANCE

a. Basic Benefit: The basic life will be \$18,000 for employees. This is the default level of life insurance coverage, which is provided by the County at no cost to the employee.

b. Voluntary Life Insurance: The County provides additional options to permit employees to elect and purchase up to the underwriting maximums, which may require approved evidence of insurability for coverage to take effect. Premiums for this coverage are published each year in the My Benefits Summary.

c. Living Benefit: If under the age of seventy (70) and diagnosed as terminally ill with a life expectancy of twelve (12) months or less and the life insurance is not assigned or under court order, then a living benefit up to fifty (50) percent of the combined basic and voluntary life insurances may be paid. The living benefit minimum is \$7,500 and the maximum is \$250,000. Should the employee recover, the amount paid under this provision would be subtracted from the face amount of their full benefit at the time of death.

d. Dependent Benefit: A life insurance benefit of \$2,000 (\$0 from birth to fourteen [14] days of age; \$200 from age fourteen [14] days to six [6] months) is provided for each dependent. Dependents must be enrolled for dependent life insurance coverage. For registered domestic partners and children of registered domestic partners, the dependent life insurance premium is imputed income.

e. Conversion of Coverage: The life insurance may be converted from group coverage to private individual coverage upon termination of employment, or a dependent's loss of eligibility. It is the sole responsibility of the employee to notify the County within thirty (30) days of a dependent's loss of eligibility due to marriage or reaching the limiting age for coverage and failure to timely notify will result in a loss of conversion privileges.

## 11.6 EMPLOYEE ASSISTANCE PROGRAM

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

## **11.7 FLEXIBLE SPENDING ACCOUNTS**

Employee's have access to the County's flexible spending account program, which provides employees with the options of dependent care assistance benefits with a calendar year contribution maximum of \$5,000, and contribution for 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 contributions for flexible spending account benefits are deducted on a pre-tax basis from employee pay.

## **11.8 STATE DISABILITY INSURANCE**

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

b. Employees who are absent from duty because of illness or injury and have been authorized to use County-paid leave benefits, sick leave, vacation, compensating time off, holidays and holiday-in-lieu time, shall be eligible to integrate the payment of State Disability Insurance benefits with such County-paid leave benefits. Integration of leave benefits will be governed by Personnel Ordinance Section 2.78.792 and corresponding policy. Should the County make changes to either Section 2.78.792 and/or corresponding policy, it will first provide notice and opportunity to bargain under the Meyers Milias Brown Act.

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. In the event of such termination, the County will, upon the request of the Council, meet and confer to negotiate a mutually acceptable alternative.

## **11.9 JOINT LABOR-MANAGEMENT HEALTH AND WELFARE COMMITTEE**

The parties agree to work cooperatively in an ongoing joint labor-management health and welfare committee forum to review and address health and welfare issues that are of vital interest to both parties. There shall be a JLM meeting to hear recommendations from labor and have meaningful discussion and engagement on benefit options for future benefit plan years.

# **ARTICLE XII – RETIREMENT PLAN**

## **12.1 RETIREMENT TIERS & CONTRIBUTIONS**

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

## **12.2 DEFERRED COMPENSATION - TEMPORARY EMPLOYEES**

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

b. The employee shall contribute 3.75 % of their compensation for any period of service performed for the County while a participant of this plan. The County shall additionally credit an amount equal to the 3.75% of the employee's compensation to the investment account maintained for each participant.

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

## **ARTICLE XIII – SAFETY AND TRAINING**

### **13.1 CAL-OSHA REQUIREMENTS**

The County will abide by all safety requirements called for by the California Occupational Safety and Health Act.

### **13.2 SAFETY GLASSES**

a. When the County requires the use of safety glasses, the County will purchase and replace such glasses as prescribed below.

b. An employee who needs prescription glasses and/or has prescription changes is expected to pay for their eye examination. The County will pay for the cost of the glasses due to such changes.

c. If it is determined by the County that a particular employee is exposed to excessive sun glare, safety sunglasses will be provided to the employee at County expense. If both safety sunglasses and regular safety glasses are required on the job, both will be provided by the County.

d. If County-provided safety glasses are damaged on the job, the County will pay the total cost of replacement.

### **13.3 SAFETY SHOES OR PRESCRIBED WORK BOOT**

- a. Effective July 1, 2022, when it is determined by the County that the wearing of safety shoes or prescribed work boots will be required of certain employees, the County will provide a reimbursement up to \$300 per year for the purchase and maintenance of a prescribed shoe/boot. The employees will be required to provide proof of purchase or repair cost of the safety shoes/boots prior to reimbursement. The County will make a reasonable effort to reimburse employees no later than thirty (30) calendar days after the employees provide proof of purchase or repair cost of the safety shoe/boot. Any amount of purchase or repair costs of the safety shoe/boot that exceeds \$300 in the fiscal year shall be the responsibility of the employees and not eligible for reimbursement.
- b. The prescribed shoe must meet the American National Standards Institute (ANSI) Standard ASTM F2413-05 and/or whatever local revisions the issuing Division or Section may prescribe.
- c. Employees receiving the allowance are required to wear the prescribed shoe (boot) whenever on duty.

### **13.4 SAFETY**

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

## **ARTICLE XIV – MISCELLANEOUS**

### **14.1 EDUCATION REIMBURSEMENT**

The County will provide education reimbursement for education costs incurred by regular employees who apply for such reimbursement in accordance with the policies and procedures governing the education reimbursement program. Effective the first pay period following approval of the labor agreement by the Board of Supervisors, the maximum reimbursement shall be increased from \$1,200 to \$1,500 per year.

### **14.2 SELECTIVE CERTIFICATION FOR SPECIAL SKILLS**

A position which has been approved for selective certification for special skills pertaining to bilingual ability or cultural knowledge, in accordance with Civil Service Rule 7.9, shall be treated as if it is in a separate class for purposes of applying seniority, layoff, and reemployment rights. All positions which are approved for the special skill shall be treated as if they are in the same class.

### **14.3 DISABILITY RETIREE-RETURN RIGHTS**

- a. This section applies to any person who formerly held permanent status in a civil service class from which such person was placed on disability retirement, who is

subsequently determined by the Retirement Board to not be incapacitated and who is eligible for reinstatement as provided in Government Code Section 31730.

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

#### **14.4 AUTOMATIC RESIGNATION**

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

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

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

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

#### **14.5 JOINT LABOR MANAGEMENT COMMITTEE – HEALTH & SAFETY**

The County and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. The County shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. In this effort, the parties agree to create a joint-labor management committee to discuss safety and health hazard concerns. The committee will be governed by the following principles:

- a) The committee will meet every quarter or more often if mutually agreed 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 Building Trades representative for attendance as needed at the meetings. The number of representatives in attendance will be mutually agreed upon before each meeting.
- d) This section is not grievable within the meaning of grievance procedure as defined in Article VI of this Agreement.
- e) Participation in these meetings, entered into in the spirit of cooperation and in the interest of worker and public safety, shall not place any additional responsibility or liability upon participating employees beyond what is already mandated by the County's Injury and Illness Prevention Program which requires all staff to carry out their work in a safe and healthful manner.

#### **14.6 SAVINGS CLAUSE**

Should any part of this agreement be determined to be the contrary to law, such invalidation of that part or portion of this Agreement shall not invalidate the remaining portions hereof. In the event of such determination, the parties agree to immediately meet and confer in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.

#### **14.7 CONTRACTING FOR SERVICES**

The Union expressly agrees to waive its right to bargain over Status Quo Contracts as outlined in this Agreement. For purposes of this Agreement, Status Quo Contracts are defined as contracts for County Services subject to Section 71-J of the County charter where all of the following conditions are met:

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

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

## **14.8 ENTIRE AGREEMENT**

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

# **ARTICLE XV – 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 shall be within the sole and exclusive discretion of the County. However, the order of layoff and the identity of those employees to be laid off shall be governed by the provisions of this article. This article also establishes reemployment rights and the order of reemployment of employees who are laid off and provides for the resolution of any dispute which might arise respecting the order of layoff or reemployment of those employees who are laid off.

### **15.2 DEFINITIONS AND INTERPRETATIONS**

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

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

b. Former Class: A class in which an employee previously has held permanent status. An employee may have one (1) or more former classes. However, only those classes in which the employee has held permanent status during the current period of continuous service are eligible former classes in respect to a right to demote.

c. Layoff: The involuntary termination from a class of a permanent or probationary employee without fault on the part of the employee, because of lack of work, lack of funds, or in the interest of economy.

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

e. 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 VOLUNTARY REDUCTION IN HOURS**

a. The County may, as an alternative to, or in conjunction with a layoff, call for volunteers, from amongst the members of the class in the department in which layoff is contemplated, to work reduced hours in lieu of the deletion of a full-time position.

b. Approval of requests for part-time employment lies within the discretion of the appointing authority. Once a request for part-time employment is approved, the employee will be assigned to part-time employment as soon as is administratively feasible. A volunteer so assigned may not be involuntarily returned to full-time status any earlier than ninety (90) days following such assignment and may continue in a part-time position beyond the ninety-day period as long as the employee and the appointing authority mutually agree.

### **15.4 LAYOFF**

a. When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in a department, the order in which employees will be laid off within each class which is affected by the layoff shall be based on seniority as provided in Section 15.6.

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

c. Prior to the layoff of any probationary or permanent employee, any permanent employee who currently is serving in a temporary position in that class shall be separated and returned to the class in which the person holds permanent status in that department.

d. Probationary and permanent employees shall be laid off in the inverse order of their seniority.

## 15.5 RIGHT TO DEMOTE

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

- (1) If there is only one (1) other lower salaried class within the department in which the employee formerly held permanent status, the employee shall be demoted to that class. If there is no vacancy in that class and the demoting employee has less seniority than all other employees within the department in that class, the demoting employee shall be laid off from that class and from employment.
- (2) If there are two (2) or more lower salaried classes within the department in which the employee formerly held permanent status, the employee shall be demoted to that class in which the employee formerly held permanent status which has the highest salary. If there is no vacancy in that class, and the demoting employee has less seniority than all other employees within the department in that class, the above process shall continue until the demoting employee either reaches a class within the department in which the employee formerly held permanent status in which there is a vacancy or in which the employee is not the least senior employee within the department in that class, or the employee is laid off from employment.
- (3) An employee who is least senior in a class in which there is no vacancy and to which an employee demotes from a higher class within the department shall be laid off from that class, and shall have the same right to demote as does any other employee who is laid off.
- (4) An employee demoted under this procedure shall be deemed to have exercised the employee's right to demote and to have accepted each demotion, subject to the employee's right to resign from employment.
- (5) An employee who is demoted from a class in which the employee holds permanent status shall be deemed for all purposes to have been laid off from each class from which the employee subsequently demotes or is displaced, including classes which the employee passes through because of the absence of a vacancy and insufficient seniority to occupy a position.

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

- (1) The appointing authority of the department to which the employee requests transfer may, in the appointing authority's discretion, grant a request to demote if there is (a) a vacancy in the class within the department or (b) the requesting employee would not be the least senior employee in the new department within the class to which the request is made.
- (2) An employee whose request to demote to another department is granted, shall be deemed for all purposes to have been laid off from the class from which the employee demotes.
- (3) Such right to request demotion shall not apply to a class to which an employee is demoted within the same department. The purpose of the right to request a demotion to another department is to avoid layoff from employment.

## **15.6 SENIORITY**

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

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

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

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

d. If an employee's position is reallocated to a different class, and the former class is no longer authorized in the employee's department, the employee's date of

appointment to the former class shall be the seniority date in the class to which the position was reallocated. In such cases the right to demote shall apply to the new class.

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

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

## **15.7 JURISDICTION**

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

## **DIVISION B – LAYOFF**

### **15.8 NOTICE OF LAYOFF**

a. Each employee subject to layoff shall be given written notice of layoff. The notice shall prescribe the effective date of layoff. The written notice shall either be personally handed to the employee, or mailed by certified mail, return receipt requested, and USPS 1<sup>st</sup> class to the address maintained in the County's payroll system. The notice shall be deemed served on the date it is personally handed to the employee, or if notice is provided by mail, the employee shall be deemed to have received the notice five (5) days after the mailing.

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

### **15.9 NOTICE TO COUNCIL**

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

### **15.10 GRIEVANCE-ARBITRATION PROCEDURE**

The grievance-arbitration procedure set forth in Sections 15.11 through 15.21 shall apply to grievances concerning the validity or timeliness of service of notice of layoff, the order of layoff, or the identification of who is laid off under the order of layoff.

## **15.11 GRIEVANCE**

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

## **15.12 TIME, PLACE AND MANNER OF FILING**

a. A grievance shall be filed on a form prescribed by the County. Each grievance shall state for each named employee the factual basis for the claim and the provision of the article allegedly violated. Any grievance on this subject which is not timely or does not meet the criteria established in this section shall be deemed invalid, null and void.

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

## **15.13 DELIVERY TO COUNCIL**

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

## **15.14 COMPLAINTS BY COUNCIL**

a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 15.13 or twenty-two (22) calendar days after the filing of a grievance by the Council, whichever is earlier, the Council shall file a consolidated complaint with respect to all such grievances. The complaint shall name each employee previously named in a grievance, who the Council asserts has been not validly served with notice of layoff, not served in a timely manner, misplaced within the order of layoff, or incorrectly identified for layoff under the order of layoff. Any employee named in a timely grievance filed by the Council or a timely employee grievance, who is not so named in the complaint, shall be deemed to have been validly and correctly identified for layoff under the order of layoff.

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

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

## **15.15 ARBITRATION - SCHEDULING**

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

## **15.16 CONSOLIDATION OF PROCEEDINGS**

a. It is understood that the County is entering into this type of agreement with exclusive representatives of other representation units of County employees. The County Executive or their designee shall be authorized to order the consolidation for purposes of hearing and decision of a complaint by the Council with one (1) or more complaints by exclusive representatives of other representation units, except as to unit representatives who file their complaints on dates which preclude the scheduling of the consolidated hearing.

b. Consolidation shall be effected by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice shall designate the arbitrator for the consolidated hearing from among those specified in Subsection 15.17-a., or in the event of their unavailability, the arbitrator selected pursuant to Subsection 15.17-b.

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

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

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

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

## **15.17 APPOINTMENT OF ARBITRATOR**

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

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

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

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

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

### **15.18 HEARINGS**

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

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

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

### **15.19 QUESTIONS**

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

a. Whether or not the notice of layoff was served in a timely manner in compliance with the provisions of this article;

b. Whether the order of layoff complied with the terms of this article;

c. Whether the identification of particular employees for layoff violated the terms of this article;

d. The remedy, in the event it is determined that layoff did not comply with the terms of this article; and,

e. The employee or employees who should have been identified for layoff.

### **15.20 DECISION**

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

a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing or hearings. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state the reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.

b. The arbitrator shall not have jurisdiction or authority to order reinstatement, back pay or any other relief for any employee who is identified for layoff in violation of the terms of this article, unless the employee has been identified in both a timely grievance and a timely complaint.

c. The arbitrator shall not have jurisdiction or authority to revise the order of layoff as to any employee except to the extent necessary to grant relief to an employee determined to have been assigned an improper order of layoff alleged in both a timely grievance and a timely complaint.

d. The arbitrator shall have authority, in the event of a determination that an employee incorrectly identified for layoff in a timely grievance and a timely complaint, to order the reinstatement of such employee with back pay. For each employee so reinstated, the arbitrator shall determine and designate the employee currently working for the County who should have been identified instead and shall order the layoff of each such employee. The order of layoff shall become effective fourteen (14) calendar days following service of the notice of layoff which results therefrom pursuant to Section 15.8.

e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff of fewer personnel than ordered by the County, or which otherwise impairs the discretion of the County to determine the number of personnel within each department who will be employed.

f. The arbitrator shall have no authority to add to, delete, or alter any provision of this article but shall limit their decision to the application and interpretation of its express provisions.

g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by those interpretations.

h. The decision of the arbitrator shall be final and binding as to all matters within their jurisdiction.

## **15.21 COSTS**

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

## **DIVISION C – REEMPLOYMENT**

### **15.22 ENTITLEMENT**

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

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

b. A person who held permanent status in the class from which they were laid off, shall also, during the two-year period following the effective date of layoff, be entitled to certification from a County-wide reemployment list for a vacancy in the class from which the person was laid off, which is authorized to be filled, pursuant and subject to the provisions set forth in this division.

### **15.23 TYPE OF POSITION**

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

### **15.24 LIMITED-TERM**

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

### **15.25 DEPARTMENTAL REEMPLOYMENT LISTS**

a. The County shall prepare a departmental reemployment list for each class in each department in which an employee with permanent status in that class is laid off. As personnel are separated from a class in which they hold permanent status, their names shall be added to the list for the class and department in which the layoff occurs in the inverse order in which they are separated from service in that class.

b. Notwithstanding any provision of this article to the contrary, the order of names on departmental reemployment lists shall be derived from (by inverting) the order of layoff prescribed by layoff lists, as the order of layoff may be modified by agreement between the parties or award under grievance-arbitration proceedings commenced pursuant to layoff under Division B, 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.

## **15.26 COUNTY-WIDE REEMPLOYMENT LISTS**

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

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

## **15.27 APPOINTMENT AND CERTIFICATION PRIORITIES**

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

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

- (1) One (1) person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.
- (2) A person to whom an appointment is intended to be offered may be contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless the person has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to the person's last known address, and the person has failed to accept the appointment in writing within five (5) calendar days following the date of mailing of the notice.

b. No persons shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name shall be certified for vacancy in excess of one (1).

- (1) For each person who declines an offer of appointment, an additional name shall be certified.

- (2) A person on the County-wide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as is specified in Subsection 15.27-b.
- (3) If there are fewer than three (3) names on the County-wide reemployment list, a rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

## **15.28 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS**

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

- a. Upon the expiration of two (2) years following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule. (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)
- c. Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Subsection 15.27-b. except in instances where the person states in writing that they temporarily are medically incapacitated.
- d. In the event a person states in writing that they do not desire appointment from the list, or fails to file a written statement expressing their desire for appointment within five (5) calendar days following certified mailing to the person's last known address.

## **15.29 REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS**

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

- a. Upon the expiration of two (2) years following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when

measured at the top step of the salary schedule. (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)

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

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

e. Except as provided in Subsection 15.28-c., a person shall be authorized to decline appointment to a class to which the person has been certified by submitting a written statement which objects to the appointment on the basis of the identity of the department, geographical location of the job, or shift schedule of the job. Such a declination shall not result in removal of the person from the County-wide reemployment list. The person shall not thereafter be certified for appointment to a vacancy which falls within the description of the written objection.

### **15.30 EFFECT OF REEMPLOYMENT**

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

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

### **15.31 SERVICE OF REEMPLOYMENT LISTS**

a. Not later than January 1 of each year, the County shall serve by mail upon the Council a set of copies of all County-wide reemployment lists and all departmental reemployment lists for classes covered by the Agreement. Such service shall be made once, and shall include all such lists prepared as a result of all layoffs which have occurred between July 1 and the date of service.

b. Not later than July 5 of each year, the County shall serve by mail upon the Council a set of copies of all County-wide reemployment lists and all departmental reemployment lists for classes covered by the article. Such service shall be made once, and shall include all such lists prepared between the date of service pursuant to paragraph a. and June 30, inclusive.

## **15.32 GRIEVANCE-ARBITRATION PROCEDURE**

The grievance-arbitration procedure set forth in Sections 15.33 through 15.39 shall be applicable only to disputes arising under Division C of this article.

## **15.33 EXISTENCE, ORDER AND CONTENTS OF REEMPLOYMENT LISTS**

a. Except as provided in this section, no employee, person or other entity shall be authorized to grieve, dispute or otherwise challenge a reemployment list established pursuant to this article.

b. No later than twenty (20) calendar days following each service of reemployment lists upon the Council, the Council shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list required by this article, has established a reemployment list prohibited by this article, the order of personnel contained on any one (1) or more of the lists violates the provisions of Sections 15.22, 15.23, 15.24, 15.25, 15.26, or 15.27, above, that personnel have been placed on a list in violation of said sections, or that personnel have been omitted from the lists in violation of said sections.

- (1) The grievance shall 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 shall be filed with the County's Office of Labor Relations, and shall be received by the Director not later than twenty (20) calendar days following service of the lists pursuant to Section 15.31.
- (3) The failure of the Council to file a grievance within the time required herein shall constitute a waiver of the right to challenge the matters referred to in this section, which is binding upon the Council and all other persons.

## **15.34 OTHER MATTERS**

a. Except as to matters referred to in Section 15.33, the Council and any persons laid off from a class covered by this article shall be authorized to file a grievance alleging a violation of Sections 15.22 and 15.30.

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

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

### **15.35 PRE-ARBITRATION HEARING**

a. A hearing shall be held by the County Executive or their designee on all grievances filed pursuant to the provisions of Sections 15.33 and 15.34, not later than ten (10) working days following the date of filing. The Council shall be given advance written notice of the time, date and place of all such hearings, and shall be authorized to appear and participate therein.

b. If the County Executive or their designee determines that a grievance shows a violation of this article and is otherwise timely and within the scope of the grievance-arbitration provisions, they shall be authorized to take all actions necessary to grant relief, including the layoff of any employees who have been employed in violation of the provisions of this division relating to reemployment.

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

### **15.36 REQUEST FOR ARBITRATION**

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

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

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

Council, the persons who have filed grievances, and the personnel covered by this article.

### **15.37 ARBITRATION SCHEDULING**

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

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

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

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

### **15.38 DECISION**

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

a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.

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

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

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

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

f. The decision of the arbitrator shall be final and binding as to all matters within their jurisdiction.

### **15.39 COSTS**

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

## **DIVISION D – MISCELLANEOUS**

### **15.40 WITNESSES**

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

## **ARTICLE XVI – DISCIPLINE AND DISCHARGE**

### **16.1 PURPOSE**

It is the intent of the parties that the provisions of this article, shall substitute for any and all appeal procedures provided by the Civil Service Commission relating to the discipline, as defined in Section 16.2 below, of employees in a class included in the Building Trades Unit.

### **16.2 DEFINITION**

a. As used herein, "disciplinary action" means demotion, reduction in pay step in class, suspension or discharge of an employee with permanent civil service status.

b. As used herein, "parties" means the County and Sacramento-Sierra's Building and Construction Trades Council (SSBCT).

### **16.3 PERSONS AUTHORIZED TO INITIATE DISCIPLINARY ACTION**

The employee's appointing authority or the designated representative of the appointing authority may initiate disciplinary action against an employee.

### **16.4 APPLICATION**

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

## **16.5 CAUSE FOR DISCIPLINARY ACTION**

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

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

m. Willful disobedience.

n. Violation of any of the prohibitions set forth in Section 71 of the Sacramento County Charter.

o. Refusal to take and sign any oath or affirmation which is a federal, state or County requirement.

p. Any failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the County or 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, which prohibits the solicitation of waivers.

## **16.6 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 such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 16.5.

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

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

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

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

- (1) A statement of the nature of the disciplinary action;
- (2) The effective date of the disciplinary action;

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

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

## **16.8 APPEAL**

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

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

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

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

e. If Sacramento-Sierra's Building and Construction Trades Council fails to file a notice of appeal within the time specified in Subsection a. of this section, the disciplinary action shall become final without further action.

## **16.9 MEDIATION OF A DISCIPLINARY ACTION**

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

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

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

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

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

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

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

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

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

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

## **16.10 ASSIGNMENT OF AN ARBITRATOR**

- a. The parties to the hearing and to the selection of the arbitrator shall be the Union and the County.
- b. An impartial arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand.
- c. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of five (5) arbitrators.
- d. After receipt of the list, the parties shall alternately strike arbitrator's names from the list until one (1) arbitrator's name remains.
- e. Failure to select an arbitrator by the appealing party within thirty (30) days of receiving the list of arbitrators from the State of California Mediation and Conciliation Services will result in withdrawal of the appeal unless such failure is through the inaction of the County.
- f. If an arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as per Subsection b. above, and the selection shall be made as in Subsection c. above, unless an arbitrator can be mutually agreed upon.

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

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

#### **16.12 DISCOVERY**

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

- (1) Those allegations in the order of disciplinary action which are admitted by the employee and those allegations in the order of disciplinary action which are denied by the employee.
- (2) The name, address and telephone number of each witness whom the responding party intends to call to testify at the hearing.

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

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

c. Procedure for Discovery:

- (1) Personal Service: At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such hearing, any party may personally serve a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection (a) above.
- (2) Service by Mail: At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set for such hearing, any party may serve, by first-class mail, a written request upon the responding party, or

representative of record, for any or all of the information set forth in Subsection a. above. The effective date of service shall be the date of the postmark.

- (3) Response: Within twenty (20) calendar days of receiving the request mentioned in (1) and (2) above, the responding party shall prepare and serve a response to the request. Such response shall be served upon the requesting party, or representative of record, by the same means as service of the request was made.
- (4) Request to be Deemed Continuing Request: The discovery request is a continuing request, which requires a continuous response. Where new or additional information becomes available to the responding party, such information shall forthwith be furnished to the requesting party, or representative of record.
- (5) Negative Response: In the event the responding party does not have an item of the information requested, the responding party shall give a written negative response as to that particular item within the time specified for response, but shall respond fully as to the information which the responding party does possess. The responding party shall comply with (4) above after such negative response.
- (6) Disputes: Any dispute between parties regarding discovery shall be resolved by the arbitrator.
- (7) Penalties for Failure to Comply: The arbitrator shall impose penalties for failure to comply with this subsection. These penalties shall be based upon the seriousness of the failure to comply, the good or bad faith of the non-complying party, and the extent to which the non-compliance results in surprise to the requesting party and handicaps the requesting party in preparing the case. The following penalties may be imposed:
  - (a) Exclusion of evidence;
  - (b) Continuing the hearing at any stage; or
  - (c) Upon proof of a willful or repeated violation, the arbitrator shall determine the issue against the noncomplying party.

### **16.13 TIMING AND CONDUCT OF HEARING**

a. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing may be a private or public hearing as determined by the employee.

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

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

b. The employee shall be represented by Sacramento-Sierra's Building and Construction Trades Council and counsel chosen by Sacramento-Sierra's Building and Construction Trades Council.

c. The employee shall be entitled to appear personally at the hearing and produce evidence.

d. The appointing authority may also be represented by counsel.

e. At the hearing, the appointing authority shall have the burden of going forward first with evidence in support of the allegations contained in the order of disciplinary action and shall have the burden of establishing the facts by a preponderance of the evidence. The arbitrator may administer oaths and take official notice of facts as authorized by law.

f. Oral evidence shall be taken only on oath or affirmation.

g. A court reporter shall take a transcript of the hearing.

h. The arbitrator may consider the records or any relevant prior disciplinary actions against the employee which are final, and any records contained in the employee's personnel files if such records were introduced at the arbitration hearing.

i. Each Party Shall Have These Rights: To call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness; and to rebut evidence. The appellant may be called and examined as if under cross-examination.

j. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

#### **16.14 SUBPOENAS**

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

#### **16.15 DECISION**

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

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

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

The decision of the arbitrator shall be final and binding.

#### **16.17 COSTS**

The fees and expenses of the arbitrator, the court reporter, and the transcript, if any, shall be shared equally by Sacramento-Sierra's Building and Construction Trades Council and the County.

#### **16.18 WITNESSES**

The County agrees that an employee shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this article. The employee and Sacramento-Sierra's Building and Construction Trades Council agree

that the number of witnesses requested to attend and their scheduling shall be reasonable.

## ARTICLE XVII - TERM

### 17.1 TERM

a. The provisions of this Agreement shall be effective on July 1, 2025, except as otherwise specifically provided.

b. This Agreement shall remain in full force and effect to and including June 30, 2028.

Dated: 11/6/2025 \_\_\_\_\_

**Sacramento-Sierra's Building & Construction Trades Council**

DocuSigned by:  
*Matt Nootenboom*  
Z37ZE711B565446...

Matt Nootenboom  
Chief Negotiator

Signed by:  
*Zak Noonan*  
F6684B70B4A64A7...

Zak Noonan

Signed by:  
*Lucas Lawrence*  
E81F8BD132AF41E...

Lucas Lawrence

Signed by:  
*Phil Villa*  
B25FCF9A62EB429...

Phil Villa

Dated: 11/10/2025 \_\_\_\_\_

**County of Sacramento**

DocuSigned by:  
*Karen Farrel*  
CD7E959330FA459...

Karen Farrel  
Chief Negotiator

Brian McKenzie  
Division Chief, General Services

Erik Marshall  
Facilities Manager, General Services