

**MEMORANDUM OF UNDERSTANDING**

**LOCAL 1021**

**Between**

**SACRAMENTO COUNTY  
COVERING ALL EMPLOYEES IN THE  
WELFARE SUPERVISORY UNIT**

**And**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 1021**

**Stronger Together**

**July 1, 2016 – June 30, 2019**

# WEINGARTEN RULES AND RIGHTS

A worker who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to Union representation.

In NLRB v. Weingarten and its companion case ILGWU v. Quality Mfg. Co., the Supreme Court agreed with the NLRB that an employee has the right to Union representation at an investigatory interview the employee reasonably believes will result in disciplinary action.

The following rules apply when an investigatory interview occurs:

- The worker must make a clear request for Union representation before or during the interview.
- Worker's right to representation may not interfere with Employer's right to conduct an interview without undue delay (in certain circumstances.)
- The Steward has a right to consult with the worker before the interview.
- When the worker requests Union representation, the Employer has 3 options:
  1. Grant the request and delay questioning until the Union representative is available.
  2. Deny the request and end the interview.
  3. Give the worker a choice of:
    - (a) Having the interview without representation or
    - (b) Ending the interview.

It is the Steward's right and the Steward's duty to assist and counsel workers during investigatory interviews. Steward's right during investigatory interviews include:

- The right to be informed of the subject matter of the interview (i.e., the charges).
- The right to consult with the worker before the questioning begins.
- The right to speak during the interview.
- The Steward can request the Supervisor clarify a question.
- After a question is asked, the Steward can give advice on how to answer.
- When the questioning ends, the Steward can provide additional information to the Supervisor.

If Weingarten rules are complied with, stewards have no right to tell workers not to answer questions, or to give false answers.

Stewards should explain Weingarten rights to co-workers. The following statement is useful for workers who may be asked to attend an investigatory meeting:

"I request to have a Union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline."

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## **PREAMBLE**

THIS AGREEMENT contains the terms negotiated between the COUNTY OF SACRAMENTO, hereinafter referred to as the County, and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, hereinafter referred to as the Union, concerning salaries, hours and other terms and conditions of employment for supervisors in the Welfare Supervisory Unit.

## **ARTICLE I COVERAGE**

### **1.1 COVERAGE OF SUPERVISORS**

a. The Welfare Supervisory Unit consists of all employees in the following classes:

- Child Development Supervisor I
- Child Development Supervisor II
- Eligibility Supervisor
- Family Service Supervisor
- Human Services Supervisor
- Human Services Supervisor — Master Degree
- Human Services Hearings Supervisor
- Human Services Program Specialist
- Workforce Career Assessment Supervisor

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

## **ARTICLE II UNION RIGHTS**

### **2.1 PAYROLL DEDUCTIONS**

a. It is the intent of this term to provide for payroll deductions of Union members to be deducted from their warrants insofar as permitted by law, and not to exceed \$99.99, including dues. The County agrees to deduct and transmit to the Union all authorized deductions from all such members within this unit who have signed a County-approved authorization card or cards for such deductions, so long as such authorization is not revoked in writing.

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

c. The Union agrees to indemnify, defend and hold County harmless against any claims made of any nature and against any suit instituted against the County arising from its checkoff for the dues, insurance or benefit programs of the Union.

d. "Approved insurance and benefit programs" are those which County has approved as being noncompetitive or nonduplicative of County-offered programs. County reserves the right to disapprove any insurance program, in advance, if competitive or duplicative, and to cancel any Union insurance and benefit program payroll deductions where they are established without prior County approval. County may also cancel payroll deductions if the program is modified so as to become competitive or duplicative. It is understood that life insurance, except for accidental death and dismemberment, is competitive and duplicative of County-offered programs. The County agrees to permit the Union checkoff for premiums of the Union short-term disability plan provided the short-term plan is not competitive or duplicative of the County long-term disability plan.

e. Solicitation or servicing of such insurance and benefit programs shall not interrupt on-duty supervisors nor be conducted in County facilities without prior approval of County.

## **2.2 UNION REPRESENTATION**

a. The County recognizes and agrees to deal with designated officers and representatives of the Union on all matters relating to grievances and the interpretation of this Agreement. Only supervisory employees in the unit shall be permitted County-paid time off to represent supervisors on grievances.

b. A written list of the officers of the Union's Supervisor Chapter and the stewards serving each area, shall be furnished the County immediately after their designation, and the Union shall notify the County promptly of any changes of such officers or stewards. The officers or stewards shall not be recognized by the County until such lists or changes thereto are received by the County Executive, or his designee, and the affected department directors.

c. The County shall recognize six (6) Shop Stewards - three (3) in the Department of Health and Human Services, and three (3) in the Department of Human Assistance. Shop stewards may represent employees across departmental lines.

d. Upon request of the aggrieved supervisor, a steward as provided in Subsection c. above (or the Supervisor Chapter President) may investigate the grievance or dispute, provided it is in his area of responsibility, and assist in its presentation. He

shall be allowed a reasonable time for this purpose during working hours without loss of pay, subject to prior notification and approval by his immediate supervisor. For investigations which take him physically outside his regular work area, such notification shall be on a form prescribed by the County, which will state the amount of time spent for the purpose. When a steward is investigating grievances within his regular work area, the prior notification and approval may be oral and the form need not be used. However, the steward shall accurately record on his employee time sheet all on-duty time spent investigating grievances. The assignment of more than one (1) steward (or the Supervisor Chapter President) on County-paid time to handle a grievance shall be subject to prior approval of the County Executive or his representative and approval shall not be unreasonably delayed or withheld.

e. The Supervisor Chapter President, if a member of the unit, shall be allowed reasonable time off for the purpose of representation under this Agreement. The Supervisor Chapter President may designate a recognized steward or officer to use president time for the purpose of representation under this Agreement.

## **2.3 AGENCY SHOP CONDITION OF EMPLOYMENT**

All employees in the representation unit shall, as a condition of continued employment, beginning with the second full pay period after notice is given to employees in accordance with Section 2.7 and until the termination of the Agreement, either:

- a. Become a member of the Union; or
- b. Pay to the Union a fair share fee for services rendered by the Union in an amount equal to the monthly periodic dues of the regular membership, less costs which are not related to the administration of this Agreement and the representation of employees, but in no event to exceed 90% of the regular membership dues; provided, however, that each employee will have available to him/her membership in the Union on the same terms and conditions as are available to every other member of the Union; or
- c.
  - (1) Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
  - (2) Pay a sum equal to the agency fee described in Section 2.4-b. to a non-religious, non-labor charitable fund chosen by the employee from those charities listed within United Way or CHAD. The employee shall furnish written proof to the County and the Union that this contribution has been made.
- d. Any solicitations or representations made to employees for the purposes of

Union membership or payment of fair share fees shall clearly state that such membership or requirements for fair share fee relate solely to the Union and to no other organization.

## **2.4 SEPARATION FROM UNIT EXCEPTION**

The condition of employment specified above shall not apply during periods of separation from the representation unit by any such employee but shall reapply to such employee commencing with the third full pay period following the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leaves of absence with a duration of more than two (2) full pay periods. The condition of employment specified above shall not apply to newly-hired employees until the beginning of the third full pay period of employment.

## **2.5 FAIR SHARE SERVICE FEE DETERMINATION AND DISCLOSURE**

Only the costs of the following activities shall be considered by the Union when making a determination of the amount of the fair share service fee of non-members:

- a. Expenditures for labor contract negotiations on behalf of employees in the unit (for example, the fees and expenses of the Union representative and staff support, including research of and preparation for a negotiating position).
- b. Expenditures for contract administration (for example, meetings and discussions with management concerning grievances under the contract, meetings with employees as part of grievance resolution, and costs of representatives for arbitration, shorthand reporters, or attorneys in enforcing the Agreement and staff support including research and preparation).

## **2.6 EXPENDITURES NOT INCLUDABLE IN DETERMINATION OF THE FAIR SHARE FEE**

a. Under no circumstances shall expenditures for the following purposes and activities be included in any way in the calculation or determination of the fair share fee:

- (1) Lobbying or other political activity, including support for individual candidates or political parties.
- (2) Organizing and recruiting activities outside of the Welfare Supervisory Unit.
- (3) Payments to affiliates, except for payments for activities under Section 2.6 above.

- (4) Social activities.
- (5) Charitable and philanthropic activities.
- (6) Insurance and other benefit programs.
- (7) Any strike or concerted activity fund.

b. Costs other than those described in Section 2.6 above shall not be considered when making a determination of the fair share service fee of non-members.

## **2.7 FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE**

Within sixty (60) calendar days after the end of its fiscal year, the Union shall mail to the County and to each employee within the bargaining unit a "Fair Share Fee Explanation and Notice of Right to Challenge." Such notice shall also be given to all new employees hired into the unit prior to the solicitation or collection' of any membership dues or fair share fees. Such notice shall include:

An accounting prepared and signed by an auditor, who is a certified public accountant, for the overall purpose of providing an itemization of the expenditures of the Union in detail necessary for an employee to be able to reasonably determine what portion of regular membership dues would be allocable to the cost of negotiation and contract administration as defined in Section 2.6 above.

- (1) The accounting will utilize data from the prior fiscal year and shall include the following information:
  - (a) A breakdown of the Union's actual revenue by source.
  - (b) A breakdown of each major category within the Union's budget'and indicating the actual expenditures within each category including the portion of each category allocable to the costs of negotiation and contract administration as defined in Section 2.6.
  - (c) Where Union expenditures are for employee compensation, the auditor shall determine what portion of the employee's salary is clearly allocated to the actual negotiation and contract administration as defined in Section 2.6.
  - (d) The auditor shall prepare a statement itemizing which of the Union's expenditures are clearly allocated to negotiation and

contract administration as defined in Section 2.6 and which expenditures are not so allocated.

(e) The auditor shall then calculate the proportion of dues which are clearly allocable to negotiation and contract administration as defined in Section 2.6, expressed as a percentage of regular membership dues.

(2) To enable the auditor to prepare the accounting, the Union shall provide the auditor access to all records reasonably necessary for such preparation including a record of the employee's activities in sufficient detail to enable the auditor to make the necessary determination in Subsection a. above. In the event that payments are made to any other organization, the auditor shall be provided access to such organizations' records when reasonably necessary to prepare the above accounting.

b. The amount of the fair share service fee: Such fee shall not exceed the proportion of dues calculated in Section 2.8-a.(1)(e) above.

c. Instructions on filing a challenge to the amount of the fair share service fee with the Union:

(1) Non-members who wish to challenge collection of the fair share fee because the amount identified contains expenditures for activities not within the definition of Section 2.6, or because the procedures set forth herein have not been complied with, must file a " Fair Share Fee Challenge Petition" with the Union and with a copy to the County.

(2) The petition shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures or procedures being challenged. The petition must include the name, address, and social security number of the challenger. Such petition must be submitted no later than thirty (30) days after the postmark of the Fair Share Fee Explanation and Notice of Right to Challenge for such petition to be valid.

(3) During the pendency of the challenge, the amount of the fair share fee reasonably in dispute shall be placed in an escrow account established by the Union.

(4) The dispute described in the challenge petition shall be heard by the Union within thirty (30) calendar days after the closing of the challenge period referenced in this section. If the written response of the Union is not satisfactory to the employee, such employee shall



have the right to refer the matter to binding arbitration in accordance with procedures established by the Union.

- (5) The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.
- (6) The costs of the arbitration shall be borne by the Union.
- (7) At the Union's sole discretion, the hearing of all appropriately submitted and valid challenge petitions may be consolidated into one (1) arbitration.

## **2.8 FAILURE TO PROVIDE FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE**

Should the Union fail to provide the information needed for the annual accounting required by Section 2.8-a.(2), or fail to provide to each employee and to the County the required annual Fair Share Fee Explanation and Notice of Right to Challenge set forth above within the required sixty (60) days after the end of its fiscal year, the County shall have the right to give the Union two (2) pay periods notice to provide the required notice. If the Union fails to provide the required notice by the expiration of the two (2) pay periods, then the County shall make no further payroll deductions of any kind on behalf of the Union (dues, fair share fees, insurance, et cetera) until such time as the Union provides the required notice.

## **2.9 LABOR ORGANIZATION ANNUAL REPORT**

Annually, the Union shall file with the Office of Labor Relations a fully completed copy of the U.S. Department of Labor LM-2 (Labor Organization Annual Report) which shall serve as the required financial disclosure pursuant to Government Code Section 3502.5 (d). If the Union has paid or distributed all or a portion of the dues or fees collected to any other organization for the purpose of providing direct and ongoing representation to employees in the unit, the Union shall also be required to submit fully completed LM-2 forms from those employee organizations at the same time the Union submits its completed LM-2. All LM-2's submitted pursuant to this section shall be signed by a certified public accountant and shall be made available to employees in the unit.

## **2.10 FAILURE TO FILE LABOR ORGANIZATION ANNUAL REPORTS**

The Union shall submit the required LM-2('s) no later than sixty (60) calendar days after the end of its fiscal year. If the Union fails to provide the County with the required LM-2('s), then the County shall have the right to give the Union two (2) pay periods notice to provide the required LM-2('s). If the Union fails to provide the required LM-2('s) at the expiration of the two (2) pay periods, then the County shall make no further payroll

deductions of any kind on behalf of the Union (dues, fair share fees, insurance, et cetera) until such time as the Union provides the required LM-2('s).

### **2.11 JUST CAUSE FOR TERMINATION**

The parties agree that any failure of an obligated employee to pay a fair share service fee shall constitute reasonable and just cause for discharge.

### **2.12 PROCEDURE FOR FAIR SHARE TERMINATION**

The procedure in cases of discharge for violation of the obligation to pay a fair share service fee shall be as follows:

- a. The Union shall notify the employee (a copy to the appointing authority) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering a fair share service fee, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, the Union will request that the employee be terminated as provided in this section.
- b. If the employee fails to comply, the Union shall file with the appointing authority, in writing, proof of compliance with Subsection-a., the specific charges, and a demand that the employee be terminated. The charges shall include:
  - (1) A statement that it is proposed that the employee be discharged from employment,
  - (2) A statement of the cause of the proposed discharge of the employee;
  - (3) A statement in ordinary and concise language of all specified facts or omissions upon which the cause is based;
  - (4) A copy of the Union's documents relevant to the proposed action or a statement advising the employee and his/her appointing authority of the time and place where they may have access to such documents.
- c. In the case of a regular employee, the appointing authority shall serve a copy of the written charges upon the employee either personally or by certified mail, return receipt requested. The appointing authority shall give written notice to the Union and the employee of the scheduled date of a hearing by the appointing authority.

- d. In the case of a temporary employee, the notice and copy of charges shall constitute a final termination notice. A hearing shall be held only if requested in writing within ten (10) days of the service or mailing of the notice and charges.
- e. The parties to the hearing shall be the Union and the employee.
- f. The appointing authority shall determine whether the Union has established cause to terminate the employee because of the violation of this section. If the appointing authority determines that there is cause for termination of the employee, the appointing authority shall terminate said employee within ten (10) days after making such determination. A permanent employee may appeal the order of termination through the discipline arbitration procedure (Article XVIII of this Agreement).
- g. The Union shall bear all costs of terminating the employee, including all costs of the County in defending any appeal of an employee from the County's termination of such employee for failure to pay a fair share service fee. Such reimbursed costs shall not include payment of the attorney selected by the County to prosecute and defend the termination action.
- h. This provision shall be controlling for this section only. The hearing cost provisions in Sections 5.18 and 17.17 of this Agreement are exclusive to their respective articles.

## **2.13 INDEMNIFICATION**

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

## **2.14 PAYROLL AUTHORIZATION REQUIREMENTS**

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

b. It is agreed that agency shop fair share fees and charitable contributions specified herein shall be deducted from the salary of each employee covered by this section who files with the County a written authorization requesting such deduction be made.

## **2.15 UNION NOTICES AND MEETINGS**

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

b. Use of County meeting facilities requires reasonable advance notice to the appropriate County official and is subject to County use of such facilities; provided however, that once scheduled, such Union meetings may not be canceled by the County except under emergency situations. The County may establish reasonable regulations governing the use of County facilities as provided by this section.

c. At each office location a bulletin board shall be provided. No publication shall be posted by the Union which indicates County action or approval when none has been given.

d. Duly authorized representatives of the Union shall be permitted, at all times that employees in the unit it represents are working, to enter offices to transact business within the scope of representation and to observe conditions under which employees are employed and carry out their responsibilities; provided, however, that the Union representative shall, upon arrival at the facility, notify the manager in charge of the areas he wishes to visit. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated.

e. The Union may transmit reasonable amounts of written materials through the affected departments' intra-office mail systems, except as prohibited bylaw.

## **2.16 LIST OF SUPERVISORS**

The County shall furnish to the Union a list by name, class, and department of supervisors covered by this Agreement. Such list shall be furnished no later than January 1 of each calendar year.

## **2.17 CLASSIFICATION STUDIES**

a. The County, when developing proposed new or revised class specifications which directly change the classification of positions occupied by employees represented by the Union, shall notify the Union of the new specifications proposals. The County shall meet with the Union upon request regarding such proposed class specification changes. The County shall mail the Union copies of the final draft of the new specifications at least seven (7) days in advance of scheduled agenda date for Civil Service Commission action.

b. Upon approval of the classification change by the Commission and the Board of Supervisors, the County shall meet and confer with the Union upon request regarding the salary of the class. The salary established by the County shall remain in effect unless modified by negotiation between the Union and the County. Neither the classification nor the salary shall be subject to determination by the grievance procedure.

## **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; maintain the efficiency of County operations; determine the methods, means and personnel by which County operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The County has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

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

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

e. This article imposes neither duties of any kind upon the County nor does it confer rights of any kind upon the employees or the Union.

## **ARTICLE IV GENERAL PROVISIONS**

#### **4.1 STRIKES AND LOCKOUTS**

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

b. The Union agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, 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 Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

#### **4.2 APPLICATION OF PERSONNEL ORDINANCE**

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

2.78.020 APPLICATION OF CHAPTER. This chapter shall not, apply, to any employees in a representation unit created pursuant to Chapter 2.79 to the extent to which this chapter is inconsistent with the terms of an Agreement or a Memorandum of Understanding covering such employees.

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

#### **4.3 DISCRIMINATION**

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

b. The Union, in turn, recognizes its right as designated negotiating agent and agrees to represent all employees without discrimination, interference, restraint, or coercion. The provisions of this Agreement shall be applied equally to all employees, without discrimination as to age, sex, marital status, religion, race, color, creed, national origin, political affiliation, handicap, or sexual preference. The Union and the County shall share the responsibility for applying this provision of the Agreement.

## **ARTICLE V GRIEVANCE AND ARBITRATION PROCEDURE**

### **5.1 PURPOSE**

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

### **5.2 DEFINITIONS**

- a. A grievance is a complaint of one (1) or a group of employees, or a dispute between the County and the Union involving the interpretation, application or enforcement of the express terms of the Agreement.
- b. As used in this procedure, the term "immediate supervisor" means the individual who assigns, reviews and directs the work of an employee.
- c. As used in this procedure, the term "party" means an employee, the Union, or the County.
- d. As used in this procedure, the term "employee" means a supervisor included in the Welfare Supervisory Unit.

### **5.3 TIME LIMITS**

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

### **5.4 PRESENTATION**

An employee or the Union representative, or both, may present a grievance while on duty. On group grievances at Steps 1, 2, and 3, no more than six (6) County employees may participate on behalf of the Union while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the County.

## **5.5 EMPLOYEE RIGHTS**

The employee retains all rights to self-representation conferred by Sections 3502 and 3503 of the Government Code and Section 2.79.030 of the Sacramento County Code.

## **5.6 APPLICATION**

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

## **5.7 INFORMAL DISCUSSION**

The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by an authorized representative of the Union. Within five (5) working days, the immediate supervisor shall give his decision or response.

## **5.8 FORMAL GRIEVANCE - STEP 1**

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

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

b. However, if the informal grievance procedure is not initiated within the period specified in Subsection (1) of Subsection a. of Section 5.8, the period in which to bring the grievance shall not be extended by Subsection (2) of Subsection a. of Section 5.8.

c. A formal grievance shall be initiated in writing on a form prescribed by the County and shall be filed with the Human Services Program Manager. The employee may be represented by an authorized representative of the Union designated to represent the bureau.

d. The Human Services Program Manager shall answer the grievance within five (5) working days of the filing of the formal grievance at Step 1.



## **5.9 FORMAL GRIEVANCE - STEP 2**

a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, he may appeal the decision within five (5) working days to the appointing authority or his designee. The employee may be represented by an authorized representative of the Union designated to represent that area or the grievance chairperson.

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

## **5.10 FORMAL GRIEVANCE - STEP 3**

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he may appeal the decision within five (5) working days to the County Executive. The employee may be represented by an authorized representative of the Union.

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

c. The County and the Union agree to make every effort to schedule Step 3 grievance meetings as expeditiously as possible. The intent of the parties is to hear all grievances within forty (40) working days of the appeal.

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

- (1) Mediation as described in Section 5.11 or
- (2) Third step appeal as described in Section 5.12.

## **5.11 MEDIATION**

a. Grievances appealed to Step 3 may be submitted by the Union to mediation. The parties agree to utilize the State Mediation and Conciliation Service for mediation.

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 Union may appeal the grievance to arbitration.

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

d. 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 proceedings, both by stating their views and by asking questions of the other participants at the mediation hearing.

e. 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.

f. 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.

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

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

a. If the Union chooses not to utilize mediation and is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within five (5) workdays to the County Executive. The employee may be represented by a Union representative.

b. The County Executive or his/her designated representative shall respond in writing within ten (10) workdays to the grievant. If the County Executive or his/her designated representative determines it is desirable to hold a meeting regarding the grievance, the County Executive or his/her representative shall respond to the grievance

within twenty (20) workdays following such a meeting unless extended by mutual agreement of the parties.

#### **5.13 FORMAL GRIEVANCE - STEP 4**

If the County Executive or his designated representative fails to respond in writing, as provided in Step 3, or if the response is not satisfactory to the Union, the Union 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) working days of receipt of his decision.

#### **5.14 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, except that only the Union shall have the right to refer the matter to binding arbitration.

#### **5.15 COPY OF DECISION**

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

#### **5.16 SELECTION OF ARBITRATOR**

- a. An impartial arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand.
- b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators.
- c. After receipt of the list, the parties shall alternately strike arbitrator's names from the list until one (1) arbitrator remains.

#### **5.17 DECISION**

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

## 5.18 COSTS

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

## 5.19 WITNESSES

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

# ARTICLE VI OVERTIME AND STANDBY

## 6.1 OVERTIME

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

b. Except as otherwise provided, supervisors required to work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for such overtime with pay at one and one-half times the hourly rate or by compensating time off on the basis of one and one-half hours off for each hour of overtime worked. Compensation may be paid in cash when overtime is required for the protection of persons or property when the granting of time off would seriously disrupt the operations of the department, or in other cases of a unique nature warranting cash payment. Compensating time off shall be given in all other cases. Such compensating time off shall be used within one (1) year from the time the overtime was performed. If the department is unable to schedule and grant the time off within one (1) year, cash payment shall be made in lieu of compensating time.

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

(1) Effective the first pay period of Fiscal Year 2018-2019, for the purpose of computing the number of hours worked, time when an employee is excused from work because of holidays, sick leave, vacation, compensating time off (CTO) or any other leave shall not be considered as time worked by the employee for the purpose of computing cash or compensating time off (CTO) for overtime. **This subsection, 6.1 (c) (1), shall only be implemented if such change is applied to all bargaining units.**

d. Supervisors who work overtime shall promptly and accurately report such time in the manner prescribed by County.

e. Overtime shall be distributed fairly among supervisors insofar as circumstances permit.

## **6.2 STANDBY ASSIGNMENTS AND CALL BACK**

a. Any supervisor who is required to remain on standby for emergency work shall have the option, with management approval, to be paid the equivalent of two (2) hours straight time pay or two (2) hours compensated time off for each eight-hour standby shift, whether or not he is called to work.

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

c. A supervisor who performs emergency work on standby duty shall be compensated therefor as overtime work. A minimum of two (2) hours compensated time off per shift shall be given to a supervisor who is called back, in addition to the standby pay to which such supervisor is entitled pursuant to Subsection a.

d. Any supervisor called in to work shall receive a minimum of two (2) hours compensating time off, except as provided in Subsection e. below.

e. Supervisors assigned to Protective Services who are called back shall be compensated with pay at one and one-half times the hourly rate or by compensating time off on the basis of one and one-half hours off for each hour of overtime worked.

## **6.3 9/80 WORK SCHEDULES**

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

b. For reference purposes only, this subsection discusses the application of the 9/80 schedule for employees who do not receive time and one-half overtime. This subsection does not in any way change or impact the time and one-half overtime employees receive under the Agreement pursuant to Section 6.2.

- (1) For employees who do not receive time and one-half overtime pay, the workweek will remain from 12:00 a.m. on Sunday to 12:00 a.m. the following Sunday, a period of seven (7) consecutive twenty-four hour periods.
- (2) For these employees, the 9/80 work schedule is a schedule which during one (1) week of the biweekly pay period the employee is scheduled to work four (4) nine-hour 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. All paid leave except sick leave shall be counted as time worked.

- (3) For these employees working the 9/80 work schedule who are eligible to earn straight-time overtime, overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift and in excess of eight (8) hours when normally scheduled to work the eight-hour workshift. Overtime shall also be earned when an employee eligible for overtime is required to work in excess of thirty-six (36) hours during the week the employee is scheduled to work thirty-six (36) hours, or in excess of forty-four (44) hours during the week the employee is scheduled to work forty-four (44) hours.

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

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

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

e. An employee shall be granted a holiday that falls on the employee's scheduled eight-hour workshift. If the holiday falls on the scheduled nine-hour 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 employees on a scheduled nine-hour workshift shall result in the deduction of nine (9) hours from the employee's accrued leave balances. Full shift absences on the eight-hour workshift shall result in the deduction of eight (8) hours from the employee's accrued leave balances. Full shift absences from either four-hour workshift shall result in the deduction of four (4) hours from the employee's accrued leave balances.

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

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

#### **6.4 FOUR-DAY, FORTY-HOUR WORKWEEK**

An appointing authority, with prior approval of the County Executive, may assign employees covered by this Agreement to work a work schedule consisting of four (4) ten-hour workdays per week, subject to the following conditions:

- a. Overtime: Employees shall earn overtime compensation in accordance with Section 6.1, except that such overtime shall be earned when employees work in excess of ten (10) hours per day or forty (40) hours per week.
- b. Sick Leave: Sick leave with pay shall be accrued, accumulated, and taken in accordance with Section 9.2 of this Agreement and Subsection d. below.
- c. Vacation leave: Vacation leave with pay shall be accrued and used in

accordance with Section 9.1 and Subsection d. below.

- d. Leave Usage: 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 balance.
- e. Holidays: Employees shall be granted the day off in accordance with Section 8.1 of the Agreement if a holiday falls on an employee's scheduled workday, except that the remaining two (2) hours must be taken off as leave first from accumulated time off, and second from holiday in lieu or accumulated vacation time; and, if there are no leave balances, then leave without pay. If a holiday falls on an employee's scheduled day off during the normal Monday through Friday workweek, the employee shall accrue eight (8) hours of compensating time off.
- f. Holiday In Lieu : Employees who work in a unit for which the normal work schedule includes Saturdays, Sundays, and holidays shall accrue eight (8) hours holiday time every four (4) weeks in accordance with HIL requirements, except that in-lieu days off shall be for a ten-hour workday.
- g. Other Provisions: All other provisions of this Agreement shall apply to employees who work a ten-hour day/forty-hour workweek in the same manner as such provisions apply to employees who work a regular eight-hour/forty-hour workweek.
- h. Return to Normal Five-Day Schedule: The County shall have the right to discontinue the four-day work schedule by giving the Union ten (10) day's notice.

## **ARTICLE VII SALARIES**

### **7.1 SALARY INCREASES**

- a. Fiscal Year 2016-2017 Salaries: Effective the first pay period after the Board of Supervisor's approval, salaries shall be increased by four percent (4%).
  - (1) Employees shall receive an additional one percent (1%) in exchange for discontinuing payments for the retiree health savings plan (Section 10.3).
  - (2) Employees shall receive an additional one-time check for \$1500. The one-time payment will be included in employees regular payroll check with normal taxes. This payment will not be pensionable.



- b. Fiscal Year 2017-2018 Salaries: Effective the first pay period of July 2017, salaries shall be increased by two percent (2%).
- c. Fiscal Year 2018-2019 Salaries: Effective the first pay period of July 2018, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U.S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2018, rounded to the nearest one-tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) nor more than five percent (5%).

## 7.2 EQUITY ADJUSTMENTS

Equity adjustments shall be paid to employees in the following classes effective on the dates specified:

<u>Classification</u>	<u>June 22, 2008</u>	<u>June 20, 2010</u>
Human Services Program Specialist	5%	5%
Human Services Hearings Supervisor	5%	5%
Human Services Supervisor	5%	5%
Human Services Supervisor - Master Degree	5%	5%
Workforce Career Assessment Supervisor	5%	5%
Eligibility Supervisor	5%	5%

## 7.3 SALARY STEP INCREASES

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

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

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

d. Upon change in class which results in a salary decrease or in a salary increase of less than ten (10) percent or the equivalent of two (2) steps, a supervisor shall retain the same step increase date.

e. Continuous extra-help employment up to fifty-two (52) weeks of full-time service, or the equivalent, shall be considered as eligible service for a step increase for employees who are appointed to a regular position without a break in service; provided, however, that credit for extra-help employment shall be applied in the same manner as regular service for salary administration purposes only in respect to promotions, demotions and transfers during the extra-help employment period.

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

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

h. All future salary increases will be calculated based upon the top step of the salary range. From that base, the remaining steps in the range will be determined by using a standard factor so that there is approximately 5% between the steps. At each step in the range the increase may vary slightly from the percentage increase due to rounding.

#### **7.4 PAYROLL ERRORS**

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

b. As used in this section:

(1) "Base salary" means the biweekly rate of pay including special pay allowances and differentials but excluding overtime cash payment.

(2) "Overtime cash payment" means authorized pay for working in excess of a prescribed number of hours, usually eight (8) hours per day or forty (40) hours per week.

(3) "Paid leave" means vacation, sick leave, compensating time off, and all other types of authorized leave with pay.

(4) "Overpayment" means any cash or leave (balance, usage or accruals) that has been overpaid or overcredited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.

(5) "Underpayment" means any cash or leave (balance, usage or accruals) that has been underpaid or undercredited to an employee regardless of the reason, including but not limited to administrative,

clerical or system errors.

c. If the error has resulted in an overpayment or underpayment, reimbursement shall be made to the County if the error was an overpayment, or by the County if the error was an underpayment, in the amount which has occurred within one (1) year prior to the date of the initial written notification of the error.

- (1) In the case of overpayment, reimbursement of the overpayment shall be made through one (1) or a combination of the following methods:
  - (a) In cash payment(s) mutually agreed to by the employee and the Department of Personnel Services.
  - (b) 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).
  - (c) Installments through payroll deduction to cover the same number of pay periods over which the error occurred. If the installments exceed 10% of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least 10% of the employee's base salary including incentives, et cetera.
- (2) In the case of an underpayment the County will expedite reimbursement to the employee via an in-lieu warrant, a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
- (<sup>3</sup>) An employee whose employment terminated prior to full reimbursement of an overpayment shall have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County shall have the right to exercise other legal means to recover the additional amount owed.
- (4) Any amount of overpayment or underpayment for any period earlier than one (1) year prior to the date of the initial written notice 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 misapplied or incorrectly interpreted the terms of this or any previous Agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this

section nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

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

## **7.5 NIGHT SHIFT DIFFERENTIAL PAY**

Night shift differential pay, at the rate of 7.5% of the regular salary, shall be paid to supervisors required to work more than one-half of their work time during a biweekly pay period before eight-a.m. or after five p.m.

## **7.6 SALARY ADMINISTRATION**

a. Entry Step: Effective July 16, 2000, the entry step within the established range for each class, shall be Step "5" unless specifically designated as Step "6," "7," "8," or "9." Except as otherwise provided any person appointed to a class shall receive the entry step of the range of such class and shall accrue other benefits as a new employee.

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

- (1) Employees in salary Steps "2" and "3" will be moved to salary Step "5" with no change in step increase date.
- (2) Employees in salary Step "4" will be moved to salary Step "6" with a new step increase date of July 16, 2000.

c. Any person who is appointed to a permanent, regular position in the same class to which he or she was previously appointed pursuant to Civil Service Rule 7.7 (a) or Civil Service Rule 7.7 (e) and who has also continuously served in that capacity shall receive the equivalent to the salary step which he or she received during his or her appointment under Civil Service Rule 7.7 (a) or Civil Service Rule 7.7 (e). Time spent in any appointment made pursuant to Civil Service Rule 7.7 (a) or Civil Service Rule 7.7 (e) shall not constitute a part of such employee's probationary period.

## **7.7 HUMAN SERVICES SUPERVISOR-MASTERS DEGREE/PAY DIFFERENTIAL**

Effective the first full bi-weekly pay period after Board of Supervisors approval, Human Services Supervisors-Masters Degree, who supervise Human Services Social Workers-Masters Degree who receive both the 2.5% Retention Incentive and

bilingual/cultural pay, shall receive a 5% differential of their base pay for each pay period they supervise such workers.

### **7.8 MINIMUM 10% SALARY SPREAD**

The County agrees to maintain a ten percent (10%) spread between Step 9 of the supervisory class in the Welfare Supervisory unit and Step 9 of the highest paid subordinate class.

### **7.9 SALARY SURVEY**

In fiscal year 2015-16, the County and SEIU agree to conduct a salary survey for the benchmark classifications of Eligibly Supervisor and Human Services Supervisor Master's Degree using the Board of Supervisor's approved jurisdictions.

## **ARTICLE VIII HOLIDAYS**

### **8.1 HOLIDAYS**

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

- (1) The holidays are January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, 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, 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 March 31, November 11 falls on Saturday, regular employees shall be entitled to the preceding Friday as a holiday with pay.
- (4) When January 1\*, February 12, March 31, July 4, or December 25\* falls on Saturday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall

be credited with eight (8) hours of compensating time off to permit the employee to take the Friday before the holiday off with pay. If the appointing authority cannot grant the employee the day off with pay on the Friday before the holiday, because of the needs of the service, the employee may take another day off in lieu.

\*If the employee takes the customary four (4) hours compensating time off on the last day before Christmas or New Year's on December 24, the employee shall be granted or credited four (4) additional hours of compensating time off and eight (8) hours CTO on December 31. On the other hand, if the employee takes the customary four (4) hours compensating time off on December 31, the employee shall be granted or credited four (4) additional hours of compensating time off and eight (8) hours CTO on December 24. The total amount of compensating time off granted or credited, including the customary four hours, shall not exceed sixteen (16) hours.

(<sup>5</sup>) It is the intent of the parties that County employees shall take off from work the Fridays enumerated herein except where the appointing authority requires 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 every four (4) weeks in lieu of prescribed holidays. Such time off shall be designated in the employees' regular work schedule. If not scheduled and taken every four (4) weeks, such time shall accrue at the rate of four (4) hours each biweekly pay period.

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.

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

## **ARTICLE IX LEAVES**

### **9.1 VACATION**

a. Supervisors covered by this Agreement shall accrue vacation at the rates shown in the following schedule:

<u>Amount of Service</u>	<u>Biweekly Accrual Rate</u>
Less than three years	4.0 hours
More than three but less than 15 years	5.5 hours
More than 15 years	7.1 hours

b. Supervisors may accumulate vacation to a maximum of 400 hours on any accrual date.

c. With advance approval by the immediate supervisor, vacation may be used to attend to emergency personal business. If advance notice and approval is not possible, approval may be given by the immediate supervisor after the fact.

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

e. Effective June 28, 1992, employees shall accrue vacation and accumulate vacation in accordance with the following schedule:

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

\*eight-hour day

f. For employees hired prior to June 28, 1992, who have been on the vacation schedule set forth in Subsection a. above, such employees shall remain on that schedule, except that (1) employees with nine (9) or more years of service on June 28, 1992, shall be moved to the appropriate level on the vacation schedule set forth in Subsection e; and (2) employees who complete nine (9) years of service after June 28, 1992, shall be moved at that time to the appropriate level on the vacation schedule set forth in Subsection e.

## 9.2 SICK LEAVE

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

b. Sick leave credits shall accrue at the rate stated above and may be used for sick leave with pay as provided below:

- (1) A supervisor who is a regular employee may use sick leave for personal purposes or family purposes as provided in this section.
- (2) For personal purposes, a supervisor who is a regular employee may use sick leave for:
  - (a) Absence from duty when quarantined because of exposure to a contagious disease or when incapacitated from performing duties because of personal illness, injury, dental work, or pregnancy; and
  - (b) Absence from duty for examination or treatment by medical doctor or dentist, under circumstances not involving quarantine or incapacity; provided, however, that such absences shall be scheduled at the discretion of the appointing authority, it shall not be withdrawn except in cases of emergency.
  - (c) Absence from duty to donate blood. Such an absence shall be scheduled at the discretion of the appointing authority, shall cover the time needed to donate blood but shall not exceed four (4) hours in any instance, and shall be, approved only upon submission to the appointing authority of an official blood bank receipt reflecting the donation.
- (3) For family purposes, a supervisor who is a regular employee may use leave credits for:
  - (a) Attendance upon an eligible family member who is incapacitated because of illness or injury and definitely requires personal care. Such absence shall be limited, by the appointing authority, to the time reasonably required to make other arrangements for such care.



- (b) To transport an eligible family member to and from a local hospital for medical treatment or operation, including childbirth.
  - (c) To attend, at any location, during serious medical treatment or operation, including childbirth, performed upon an eligible family member.
  - (d) For the purposes of this Subsection (3), an eligible family member is the employee's spouse, child, parent, grandparent, domestic partner (as defined by Section 297 of the California Family Code), or domestic partner's child. Additionally, under this subsection, an eligible family member is any other close relative or child who resides with the employee.
- (4) The appointing authority may require reasonable substantiation of the need for, and use of, sick leave.

### **9.3 SICK LEAVE EXTENSION**

The County may amend Section 2.78.745 of the Personnel Ordinance to delete provisions which permit the County Executive to grant additional sick leave.

### **9.4 SICK LEAVE WHILE ON VACATION**

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

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

a. The County shall establish a Wellness Incentive Program. Eligible full-time regular employees who use twelve (12) hours or less of sick leave in Pay Periods #1 through #13 of any year shall receive a wellness certificate enabling them to take eight (8) hours off with pay during the following six-month period. Eligible full-time employees who use twelve (12) hours or less of sick leave in Pay Periods #14 through #26 of any year shall receive a certificate enabling them to take eight (8) hours off with pay during the following six-month period. The maximum of twelve (12) hours of sick leave usage will include any hours used under the Family Medical Leave Act. The certificate shall have no monetary value. The approval for the use of the eight (8) hours of paid time off for employees who have earned a wellness certificate shall not be arbitrarily or capriciously denied.

b. Regular employees must be continuously on the County payroll and eligible to earn and use sick leave during the entire 26-week period from Pay Period #1 through

#13, and from Pay Period #14 through #26. Any employee on an unpaid leave of absence during a portion of the designated 26-week period is excluded for that time period. Any employee during the designated 26-week period who receives pay pursuant to Labor Code Section 4850 or who receives SDI integration pursuant to Section 10.4 or who selects the disability leave option pursuant to Section 9.7, is excluded from participation for that time period. Any employee who was temporary and transferred to a permanent position during the designated 26-week time period is excluded for that time period.

c. Part-time regular employees who work forty (40) or more hours per pay period shall be eligible to participate in the Wellness Incentive Program. The same eligibility rules as outlined in Subsection b. above shall apply. However, the maximum amount of sick leave allowed for a part-time employee to use in Pay Periods #1 through #13, or in Pay Periods #14 through #26, shall be prorated. This means for a half-time employee the maximum sick leave that may be used is six (6) hours; for a four-fifths employee, the maximum would be 9.6 hours. The maximum of twelve (12) hours of sick leave usage will include any hours used under the Family Medical Leave Act. The amount of time off received by the qualifying part-time employee shall also be prorated. This means a half-time employee would receive a certificate for four (4) hours time off, and a four-fifths employee would receive a certificate for 6.4 hours time off.

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

## **9.6 FAMILY DEATH LEAVE**

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

- (1) spouse
- (2) registered domestic partner
- (3) child
- (4) child of registered domestic partner
- (5) parent
- (6) grandparent, great grandparent
- (7) grandchild, great grandchild
- (8) brother

- (9) sister
- (10) brother-in-law; brother of registered domestic partner; registered domestic partner of brother
- (11) sister-in-law; sister of registered domestic partner; registered domestic partner of sister
- (12) mother-in-law; mother of registered domestic partner
- (13) father-in-law; father of registered domestic partner
- (14) any child or close relative who resided with the employee at the time of death.

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

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

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

## **9.7 DISABILITY LEAVE**

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

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

- (1) During any period of disability for which payment is not provided under worker's compensation insurance, the employee shall be placed on disability leave with pay to the extent of any leave with pay which he or she has accrued. Such disability leave with pay shall be charged against the employee's accrued leave with pay.

- (2) During any period of disability for which payment is provided under worker's compensation insurance, the employee may elect either (a) to receive disability leave with pay to the extent of any leave with pay which the employee has accrued and retain any worker's compensation benefits received; or (b) endorse to the County any worker's compensation benefits received by the employee and receive a disability leave with pay to the extent of any leave with pay which the employee has accrued charged on a pro-rata basis of one-half day for each full day of absence for which temporary worker's compensation benefits are endorsed to the County.

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

## **9.8 PARENTAL LEAVE**

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

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

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

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

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

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

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

## **9.9 UNION LEAVE**

Upon written request from the Union, one (1) employee may be granted a leave of absence without pay with the right to return, for a period up to sixty (60) days, to work for the Union. Such request for leave will be granted at the discretion of the appointing authority. Such leave may be extended by mutual agreement.

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

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

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

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

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

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

## **9.11 ADMINISTRATIVE LEAVE**

a. In lieu of the furlough days that employees in the unit were subject to and as soon as administratively feasible following ratification and approval of the 2013-16 Agreement, employees shall receive a one-time credit of sixty four (64) hours of paid administrative leave.

b. This paid administrative leave time shall be scheduled with the approval by the appointing authority similar to scheduling vacation time.

c. Administrative leave time as a result of subsection a. above will have no monetary value and will be lost if not used by June 30, 2016.

## **ARTICLE X HEALTH AND WELFARE**

### **10.1 GENERAL PROVISIONS**

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

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

c. Enrollment In Benefits Plans:

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

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

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

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

- a. Tier A: Employees hired prior to January 1, 2007, will be placed in Tier A.
  - (1) Effective December 1, 2006, Tier A employees will be eligible for a County contribution of 80% of the 2006 Kaiser family rate (\$743.04). Employees hired on or after November 21, 1999, but before January 1, 2007, with catastrophic coverage, or who waive coverage beginning January 1, 2008, and demonstrate evidence of other group coverage at the time of enrollment or waiver will receive a \$150 month plan selection incentive.
  - (2) Effective January 1, 2007, employees in Tier A will receive a maximum County contribution of 80% of the Kaiser family rate for 2007. Effective January 1, 2008, the County insurance contribution shall be frozen at the level in effect on December 31, 2007 (\$826.90). Tier A employees who are eligible to receive cash back will continue to be eligible with the exception that the benefit, when combined with any premium costs and FICA reductions, shall not exceed \$615 per month. Beginning January 1, 2008, the maximum cash back amount, when combined with any premium costs and FICA reductions, shall not exceed \$535 per month. Employees in Tier A shall remain in this tier unless they voluntarily elect to move to Tier B. Such election by an employee to move to Tier B shall be irrevocable once made.
- b. Tier B: The County shall provide an insurance contribution, henceforth known as Tier B, for employees starting employment with the County on or after January 1, 2007, and employees who were in Tier A and have voluntarily elected to participate in Tier B. The County contribution shall be reset annually on January 1 of each year. The County contribution amount shall be 80% of the premium amount for the health plan and level of coverage selected provided, however, that the maximum amount of the contribution shall be 80% of the premium amount for the least expensive, full coverage HMO health plan option offered by the County, for the level of coverage selected by the employee. The employee shall pay through payroll deduction any additional premium not paid by the County contribution that is required for the plan option and level of coverage selected by the employee, or the default coverage if the employee did not select another plan or waive coverage as specified under the provisions of this Agreement.



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

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

### **10.3 RETIREE HEALTH SAVINGS PLAN**

Effective the first pay period after the Board approval of the labor agreement, the County will discontinue contributing to the retiree health savings plan (RHSP). Existing contributions will remain in employees accounts and access to funds are subject to existing procedures and requirements.

### **10.4 DENTAL PLAN**

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

dependents. The default level of dental insurance coverage shall be employee only coverage.

## **10.5 LIFE INSURANCE**

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

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

c. Living Benefit. The life insurance benefit includes a "living benefit" option. To be eligible for this "living benefit," the claimant must be under the age of seventy (70), be diagnosed terminally ill (with life expectancy of twelve [12] months or less); not have assigned his or her employee life benefits; and not have a court order in force which affects the payment of life insurance benefits. The life insurance benefit will pay a benefit of up to 90% of the combined basic and any supplemental life amounts. The maximum amount of the living benefit is \$600,000. Should the employee recover, the amount paid under this provision would be subtracted from the face amount of his/her full benefit at the time of death.

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

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

## **10.6 EMPLOYEE ASSISTANCE PROGRAM**

a. The County will make an employee assistance program (EAP) available to each eligible employee. The EAP will provide personal counseling for employees and/or

their dependents. The counseling is intended to assist employees and eligible dependents who are experiencing personal problems such as family/marital problems, personal/emotional problems, substance abuse problems, and work-related problems.

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

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

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

## **10.7 FLEXIBLE SPENDING ACCOUNTS**

Employees in the unit shall have access to the County's flexible spending account program, which provides employees with the options of dependent care assistance benefits with a calendar year maximum of \$5,000, and medical expense reimbursement benefits with a calendar year maximum of \$2,400. The County shall maintain this plan in compliance with IRC §125. Employee premiums for flexible spending account benefits shall be deducted on a pre-tax basis from employee pay.

## **10.8 STATE DISABILITY INSURANCE**

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

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

c. Integration of County-paid leave benefits with State Disability Insurance will require detailed procedures which the County shall, in its sole discretion, implement to ensure the equitable application of the program consistent with this Agreement provision.

In accordance with current County policy, integration of County-paid leave balances and State Disability Insurance shall not be paid in a retroactive manner.

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

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

unpaid leave of absence from his/her appointing authority. Regardless of whether the employee continues to receive State Disability Insurance payments, once all County-paid leave balances are exhausted, County compensation shall cease unless the employee returns to work.

### **10.9 STATE DISABILITY INSURANCE REOPENER**

The County and SEIU agree to reopen Article X of the Agreement to review the State Disability Insurance Integration program for the purpose of reaching mutually acceptable changes to the program and reviewing the possibility of adding a Paid Family Leave Integration program. Article X shall remain unchanged without agreement of the parties.

### **10.10 RETIREE HEALTH CONTRIBUTION**

Beginning the pay period that starts June 30, 2013, the County will not provide a subsidy toward the payment of insurance premiums for medical or dental insurance for retirees.

### **10. 11 HEALTH AND WELFARE**

The parties recognize that during the term of this Agreement, it may be necessary for the County to make changes to health care benefits including but not limited to, changing plan offerings, medical coverage, changes required by law, and other technical changes to the health care plans or offerings. Where the County finds it necessary to make such changes, the County shall notify SEIU in writing. SEIU shall make the demand to bargain over any proposed changes within 10 work days. The parties agree to negotiate in good faith pursuant to G.C. 3500 et seq. Current health care benefits and coverage shall be maintained to the extent possible.

- a. Any agreement resulting from such negotiations shall become an addendum to this Agreement.
- b. Any changes resulting from this section will only be implemented if such change is applied to all bargaining units.

## **ARTICLE XI RETIREMENT PLAN**

### **11.1 RETIREMENT CONTRIBUTION**

a. Effective July 6, 1975, the County will pay one-half of the employee's normal retirement contribution including one-half of the cost-of-living contribution in accordance with the provisions of the County Employee's Retirement Law of 1937.

b. Effective the pay period beginning December 27, 1992, the County will no longer pay one-half of the employee's retirement contribution as provided in Subsection a. above.

### **11.2 RETIREMENT TIER 3**

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

b. Employees hired prior to June 27, 1993, who are members of Tier 2, shall be given a one-time opportunity to transfer to Tier 3. These employees who elect to transfer to Tier 3 also transfer their prior service credit in Tier 2 to Tier 3 with no additional employee contributions being required for the transfer of this prior service.

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

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

### **11.3 RETIREMENT REFORM - MISCELLANEOUS RETIREMENT**

Effective December 12, 1982, all employees in the unit who were members of the Sacramento County Employees' Retirement System prior to September 26, 1982, and who are granted a non-service connected disability retirement shall have benefits for non-service connected disability computed as prescribed by Section 31727.7 of the County Employees' Retirement Law of 1937.

### **11.4 DISABILITY RETIREE-RETURN RIGHTS**

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

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

### **11.5 RETIREMENT GOLDEN HANDSHAKE**

If the Board of Supervisors approves a "golden handshake" for employees in the Welfare Supervisory Unit, the following criteria shall apply:

- a. Minimum age of fifty (50) and at least ten (10) full years of retirement systems service credits.
- b. A maximum of four (4) years of extra service credit pursuant to Section 31641.05 of the Government Code.
- c. Deletion of a position or positions from the budget which will result in cost savings to the County.
- d. The employee must be in a job classification, County department or department subdivision, or other County organizational unit recommended by the County Executive included in the resolution adopted by the Board of Supervisors.
- e. The employee offered a golden handshake may not have received unemployment insurance payments during the six (6) months prior to the retirement period and may not receive it after retirement.
- f. The employee must retire within the dates specified by the Board of Supervisors in the resolution authorizing early retirement (not to exceed 180 days).
- g. Each golden handshake is subject to final approval by the County Executive.
- h. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.

### **11.6 RETIREMENT ENHANCEMENT FOR MISCELLANEOUS**

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

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

### **11.7 CONVERSION OF MISCELLANEOUS RETIREMENT TIER 2 SERVICE TO MISCELLANEOUS RETIREMENT TIER 3 SERVICE**

a. Effective January 1, 2007, or as soon thereafter as administratively possible, employees currently in Miscellaneous Tier 2 in the Sacramento County Employees' Retirement System ('SCERS') will have the opportunity to make a one-time election to convert to Miscellaneous Tier 3 status, and upon the effective date of such conversion, accrue all future service in Tier 3, at the contribution rates applicable to Tier 3, and with the retirement benefits attributable to the new Tier III service.

b. If an employee makes a timely election to convert from Tier 2 to Tier 3, the employee will have the opportunity to convert the employee's pre-existing Tier 2 service to Tier 3 service by paying the full actuarial cost for the conversion of the Tier 2 service to Tier 3 service, as determined by SCERS in consultation with its actuary, as of the date of commencement of the conversion.

c. The employee may pay for the conversion of Tier 2 service to Tier 3 service by lump sum payment or by installment payments over a period not to exceed five (5) years, in accordance with the limitations imposed by the United States Internal Revenue Service, as determined by SCERS' tax counsel, and in accordance with the service conversion rules established by SCERS. In order to receive credit for a Tier 2 to Tier 3 service conversion, payment for the conversion must be completed on or before the effective date of the employee's retirement. If a Tier 2 to Tier 3 service conversion is not completed on or before the employee's retirement date, a prorated amount of the Tier 2 service will be converted to Tier 3 service based on the amount paid by the employee as of the employee's effective retirement date.

d. Tier 2 to Tier 3 service conversions may be made in minimum increments of six (6) months. An existing installment payment plan to convert Tier 2 service to Tier 3 service must be paid off in full before an employee can initiate a new installment payment plan to convert additional Tier 2 service to Tier 3 service.

### **11.8 TIER 4 MISCELLANEOUS EMPLOYEE RETIREMENT**

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



2%. This retirement tier shall apply exclusively to employees first hired after implementation of the Miscellaneous Employee Retirement Tier 4.

### **11.9 RETIREMENT COST SHARING**

- a. Fiscal Year 2016-2017: No additional retirement pick-up.
- b. Fiscal Year 2017-2018: Effective January 1, 2018, all employees will pay an increase in their retirement contribution by two percent (2%).
- c. Fiscal Year 2018-2019: Effective the first pay period of July 2018, all employees will pay an additional increase in retirement contribution by two percent (2%).
- d. Effective June 30, 2019, all employees will pay fifty percent (50%) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937.

### **11.10 TIER 5 MISCELLANEOUS EMPLOYEE RETIREMENT**

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

## **ARTICLE XII ALLOWANCES AND REIMBURSEMENTS**

### **12.1 TUITION REIMBURSEMENT**

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

### **12.2 MILEAGE REIMBURSEMENT**

The County shall reimburse employees who agree mutually with the County to provide their private cars for use on official business in lieu of using a County-owned car. The reimbursement shall be paid monthly on the filing of a claim therefor by the

employee. The employee shall be reimbursed for any mileage traveled at a rate based upon the Internal Revenue Service business mileage deduction rate, for the first 600 miles of reimbursement. For over 600 miles, the reimbursement would be at the Internal Revenue Service business mileage deduction rate less \$.15 per mile.

### **12.3 TRANSIT PASS**

Effective July 1, 2014, the transit subsidy shall be increased to \$75 per month.

### **12.4 EDUCATION AND CERTIFICATION INCENTIVE PAY**

Regular employees in the class of Family Service Supervisor will become eligible for education incentives beginning the first biweekly pay period after submission of evidence of eligibility to the person designated by the appointing authority.

- a. Education Incentive Pay: Additional salary shall be paid to employees who complete education credits. To qualify for such additional salary, employees must (1) complete or have completed the following college level semester units' from an accredited, recognized college or university as verified by the Department of Personnel Services; and (2) attain a minimum grade of "satisfactory" on all course work:
  - (1) Thirty (30) to fifty-nine (59) undergraduate semester units above the minimum qualifications for the employee's job classification.  
Additional salary: 2.5% of base salary.
  - (2) Sixty (60) or more undergraduate semester units above the minimum qualifications for the employee's job classification.  
Additional salary: 2.5% of base salary.
- b. Certification Incentive Pay: Additional salary shall be paid to employees for possession of certification(s). To qualify for additional salary, such certification(s) shall meet the following criteria:
  - (1) Certification is not required as part of the minimum qualifications specified in the employee's job classification.
  - (2) Recognized certificates include those offered at the following institutions: California State University system, University of California system, and the Community College system. The Union and the County shall meet to determine additional recognized certificates and the amount of assigned salary differentials.
- c. Eligibility Supervisors: Effective the first pay period of July 2014, regular employees in the class of Eligibility Supervisor will become eligible for an

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One semester unit is the equivalent of one and one-half quarter units.

education incentive beginning the first biweekly pay period after submission of evidence of eligibility to the person designated by the appointing authority. Eligibility Supervisors are excluded from all other incentives under Section 12.5.

- (1) Bachelor's Degree from an accredited college or university, in social work, sociology, psychology, counseling, or other related field. Additional salary: 2.5% of base salary.

d. Compensation:

- (1) For purposes of this section, "base salary" shall mean a qualifying employee's straight time hourly rate of pay, and shall not include overtime, skill pay, or other salary differential(s) or pay.
- (2) No employee who qualifies for both certification and education incentive pay shall receive additional salary of more than 5%.

- e. Dispute Resolution: The determination of approved accredited recognized colleges or universities and recognized certifications is not subject to the grievance/arbitration provisions of this agreement.

## **12.5 BILINGUAL PAY**

- a. Effective the first biweekly pay period after Board approval, an employee that utilizes bilingual skills shall be entitled to a bilingual pay differential if:

- (1) The employee agrees to utilize his or her bilingual ability on the job; and
- (2) The employee is able to demonstrate bilingual proficiency that is satisfactory to the County.

- b. The assignment shall be in writing and review on an annual basis.

- c. Sign language may be treated as bilingual skill.

- d. Employees who qualify pursuant to the above shall be paid a bilingual differential of either:

- (1) Oral differential of \$0.40- (forty cents) per hour; or
- (2) Oral/written differential of \$0.50 per hour.

- e. The Department of Personal Services shall determine if the employee is qualified to receive either:

- (1) Oral skills differential, or
- (2) Oral/written skills differential.

Such a determination of proficiency is not subject to the grievance and arbitration procedure.

## **ARTICLE XIII ASSIGNMENTS**

### **13.1 ANNOUNCEMENT OF OPENINGS**

a. The department will announce supervisory line openings (if they are to be filled) as they occur through the method of the department's announcement bulletin. The announcement bulletin will identify the class involved, the work location and the deadline for receipt of applications. Supervisors interested in applying for such openings shall have the right, within the deadline, to submit an application to the Human Services Program Manager who has the opening. The seven most senior supervisors in that class submitting an application shall have an interview and be given consideration for the vacant position.

b. If five (5) or more supervisors bid for an opening announced for their class, selection shall be made from among the five (5) most senior supervisors.

c. Upon request, within thirty (30) calendar days of the announcement of a vacancy, the Union shall have the right to review intra-departmental transfer requests submitted during the applicable five (5) working day filing period for any announced positions.

d. In addition to applying to permanent positions, this procedure will apply to temporary positions authorized by personnel requisition for ninety (90) days or more. If the position is temporary, the announcement bulletin will so indicate, and will state the expected duration of the position.

e. The departments agree, upon the request of the Union, to provide the Union in January of each year with an annual seniority roster for the purpose of effectuating the provisions of Article XIII of this Agreement.

### **13.2 ORGANIZATIONAL CHANGES**

When it is necessary for the department to make a significant reassignment of supervisors to a different geographic location due to organizational changes, the department shall so notify the Union sufficiently in advance to permit meeting and conferring on the method to be followed in reassigning supervisors. The meeting and conferring shall conclude within thirty (30) days of the time notice is given the Union.

Nothing in this section shall prevent the County from making transfers it deems necessary in the event agreement is not reached on the method of reassignment. This section shall not apply to immediate reassignments due to emergencies or a shift of supervisors to balance programs or workload.

### **13.3 CHANGE OF ASSIGNMENT**

With the approval of the affected assistant directors, the department will permit two (2) supervisors to exchange job assignments.

### **13.4 1976 SUPERVISORS RATIO STUDY**

No supervisor shall be disciplined without just cause if the supervisor is assigned more workers than the 1976 supervisors' ratio study maximums.

### **13.5 OUT-OF-CLASS ASSIGNMENTS**

a. A supervisor assigned in writing by the appointing authority, for more than two (2) consecutive days, to perform the duties of a higher class, shall be paid the step of the salary range in the higher class which would apply if he/she had been promoted to the higher class. Such payment shall begin the first day of assignment.

b. Subsection a. above may be waived in writing with the agreement of both the employee and the department.

c. Selection of the acting program manager by the appointing authority shall be on a rotational basis for each new absence of the program manager per Subsection a.

d. If there are no such candidates who are willing to serve as acting program manager, the departments may assign any other qualified employee.

### **13.6 RETURN RIGHTS**

a. An employee filling a regular position, involuntarily transferred from one (1) bureau to another, shall have the right to return within one (1) year if an opening in a regular position in the same class occurs in their former bureau, after Section 13.1 is applied. This provision does not apply when the employee has been involuntarily transferred due to allegations of sexual harassment, discrimination, or for the purposes of medical accommodation.

b. Any employee who fails to exercise the right to return to his/her former bureau thereby waives the right to priority for future vacancies.

## **ARTICLE XIV JOB SECURITY**

### **14.1 GENERAL**

The parties agree that the personnel rules governing transfer, reemployment, reinstatement, layoff, resignation and leaves of absence adopted by the Board of Supervisors shall apply to all supervisors in the Welfare Supervisory Unit, except as spelled out in this Agreement.

### **14.2 RESIGNATION**

An employee may resign from County service by submitting his written resignation to the appointing authority. The resignation shall be effective for all purposes upon its submission. However, an employee wishing to resign from County service in good standing shall, at least two (2) weeks before his last day of actual work, submit to his appointing authority a written resignation stating therein the last day he intends to work, unless such two (2) weeks' notice is waived by the appointing authority. A resignation, whether or not in writing, shall be effective and binding upon its submission to the appointing authority without any further action by any person. In the event of a dispute as to whether a permanent employee submitted a verbal resignation, the permanent employee will have the right to appeal to the Civil Service Commission within fifteen (15) calendar days from the date of the disputed verbal resignation.

### **14.3 MEDICAL EXAMINATION**

Persons appointed from a reemployment list or by reinstatement shall be employed contingent upon passing a medical examination provided at the County expense. Persons appointed from a reemployment list who continued County employment in another class prior to appointment from a reemployment list will not be required to take a medical examination if the medical standards are substantially the same for the two (2) classes. Persons appointed from a reemployment list shall be approved for employment unless they are suffering from a communicable disease or are medically incapable of performing the duties of the position.

### **14.4 Y-RATE**

In the event a supervisor is involuntarily demoted to a lower classification, without fault or inability on the part of the supervisor, the County agrees to give full consideration to adopting a Y-rate to apply to the supervisor so affected.

## **ARTICLE XV MISCELLANEOUS**

## **15.1 HEALTH AND SAFETY**

The County and the Union will cooperate in continuing objectives 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.

## **15.2 PERFORMANCE EVALUATIONS**

- a. Each supervisor shall be given an opportunity to read and sign formal performance evaluations prior to the placement of such material in his/her personnel file. The supervisor shall receive a copy of the performance evaluation.
- b. When negative ratings or comments occur on a supervisors' performance evaluation, just cause shall be demonstrated on the evaluation report.

## **15.3 REPRIMANDS**

- a. Each supervisor shall be given an opportunity to read and sign formal letters of reprimand prior to the placement of such material in his/her personnel file. The supervisor shall receive a copy of the letter of reprimand. A "letter of reprimand" is a written censure of a supervisor. Letters of reprimand shall be given only for just cause.
- b. Adverse statements prepared by supervisors and management shall not be included in a supervisors official departmental personnel file unless a copy is provided to the supervisor.
- c. An employee may grieve whether a formal letter of reprimand was given for just cause through to Step 3 of the grievance procedure of the Agreement. Letters of reprimand are not arbitrable and the grievant shall not have the right to refer the matter to binding arbitration.
- d. If SEIU is not satisfied with the County's third step decision concerning an alleged violation of Subsection a., above, SEIU, with fourteen (14) calendar days of receipts of the decision, may request mediation of the grievance. The parties may jointly agree to non-bind mediation of the grievance. If the parties so agree, they shall utilize and abide by the rules of the State Mediation and Conciliation Service. The cost of such mediation, if any, shall be equally divided.
- e. If an employee receives a letter of reprimand and no subsequent disciplinary action has been taken by the County during the following two (2) years, the employee may request removal of that letter of reprimand from his/her personnel file. Such request for removal shall not be unreasonably denied. Denials of such requests are not arbitrable. The Union shall not have the right to refer the matter to binding arbitration.

## **15.4 AUTOMATIC RESIGNATION**

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

b. If the employee desires to retain his/her employment with the County, the employee is required to submit a written statement to his/her appointing authority explaining to the satisfaction of the appointing authority the reasons for the absence and stating that he/she desires to return to his/her employment on a specific date or to request a leave of absence (LOA). If the employee fails to submit such a written statement to the appointing authority within five (5) work days after the notice as defined in Subsection-a. above has been mailed to the employee, such failure shall constitute an automatic voluntary resignation from County service.

c. The written statement of the employee (see above) must be either personally handed to the appointing authority or delivered to the appointing authority by certified mail return receipt requested.

d. A permanent employee may, within fifteen (15) calendar days of the effective date of such separation, file a written request with the appointing authority for reinstatement. Reinstatement may be granted only:

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

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

## **15.5 PART-TIME EMPLOYMENT**

a. A supervisor may be permitted to make a request for part-time employment, and such request will be considered in light of the needs of the department.



b. Employees in the classes of Human Services Supervisor Level I/II, Human Services Supervisor III or Welfare Eligibility Supervisor (Hold) may be employed on a part-time basis if the department approves their request to work part-time.

c. Employees in the above classes may elect to work part-time on the basis of twenty (20) hours per week or thirty-two (32) hours per week. If the department approves a request to convert to part time, the employee will be assigned on a part-time basis as soon as administratively feasible.

d. The employee will have the option of resuming full-time employment twelve (12) months from the date the part-time employment starts, provided he or she declares the intent to do so at least thirty (30) days in advance. If the intent to resume full-time employment is not declared, the employee will continue part-time employment and shall have the option of resuming full-time employment twelve (12) months later, provided he or she declares the intent to do so no later than at least thirty (30) days in advance. If there are insufficient positions to accommodate personnel who elect to resume full-time employment, personnel shall be laid off in order to create vacancies, and part-time personnel shall have the right to bump less senior personnel. Such layoffs and bumping shall take place in accordance with Article XVI of the Agreement.

e. If one (1) of two (2) one-half time job sharing employees ceases to work one-half time, the County may require the remaining one-half time employee to change to four-fifths or full time with thirty (30) days' advance notice.

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

g. Vacation, sick leave and holiday benefits will be prorated based on the number of hours worked.

h. Employees in the classes of Human Services Supervisor Level I/II, Human Services Supervisor III and Welfare Eligibility Supervisor (Hold), who elect to be employed on a part-time basis for not less than twenty (20) hours per week, shall be eligible for group medical insurance and health benefits, group dental benefits, and life insurance; and the County shall make contributions in the same amounts as for full-time regular employees.

i. The department may, at its discretion, reassign and/or transfer employees in the classes of Human Services Supervisor Level I/II, Human Services Supervisor III and Welfare Eligibility Supervisor (Hold) who have elected to work part-time in order to avoid having too many part-time supervisors in one (1) location or organizational unit.

j. If the department fills any vacancies in the classes of Human Services Supervisor Level I/II, Human Services Supervisor III or Welfare Eligibility Supervisor (Hold) during the term of this Agreement, offers of full-time employment shall be made

first to employees on reemployment lists and then, on the basis of seniority, to part-time employees in the classes. This provision shall not apply to a part-time employee whose position is returned to full-time pursuant to Subsection k.

k. An employee also may be allowed to return to full-time at any time, subject to the approval of the director.

l. Effective December 2, 1988, a line supervisor will only be approved to go 4/5 time if he/she has a written plan approved by the director which includes agreement with another full-time or 4/5 time line supervisor in the same bureau, program, and work location who is also requesting to go 4/5 time, with the understanding that they will provide coverage for each other on their day off. If one (1) of the participants of such a plan no longer participates for any reason, a new written plan must be submitted for approval within thirty (30) days if the remaining participant wants to remain on a 4/5 schedule. If the new plan is not acceptable, the remaining participant to the plan may be returned to full time. Supervisors in staff development and staff positions are excluded from this subsection. The part-time section of the contract shall be equitably administered throughout the bargaining unit for those classes covered in Subsection b.

m. A supervisor in a staff or staff development position may submit plans to work part-time. If the plan is approved, the director may recall them to full-time by providing a thirty-day advance notice. This recall provision is waived for the term of this Agreement.

## **15.6 PROMOTIONAL EXAMINATIONS**

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

## **15.7 PROBATIONARY PERIOD**

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

b. A probationary employee may be granted a leave of absence without pay, for a period not to exceed one (1) year, to cover an illness, injury or other disability.

c. The recognized employee organizations and the County will recommend jointly to the Civil Service Commission that the Civil Service Rules be amended to provide that probationary periods be suspended for the duration of a leave of absence greater than thirty (30) days or a paid leave greater than thirty (30) days due to illness or

injury. Upon return from leave, an employee shall complete the full probationary period for the class.

### **15.8 COPIES OF AGREEMENT**

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

### **15.9 BUSINESS CARDS**

The County will provide business cards to all supervisors who have contact regularly with the public. Printed on the card will be the supervisor's name and title, the name of the department, and the County seal.

### **15.10 CONFERENCES**

a. When the department is notified of conferences which apply to this unit, such conferences will be announced in the Department's Announcement Bulletin. Employees covered by this Agreement may submit requests to their Human Services Program Managers to attend such conferences.

b. When the County sends supervisors to conferences, a reasonable effort shall be made to rotate attendance among supervisors whose duties pertain to the subject matter of the conferences. Supervisors authorized to attend such conferences will be reimbursed for travel and related expenses in accordance with the County's standard reimbursement practices.

### **15.11 SAVING CLAUSE**

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

### **15.12 WAIVER CLAUSE**

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 is provided herein.

### **15.13 CONTINGENCY PROVISION**

If the implementation of any provision of this Agreement would reduce County revenue pursuant to 1992 State or Federal Legislation, then such provision will not be implemented and the parties will meet and confer on alternatives.

#### **15.14 JOINT LABOR-MANAGEMENT COMMITTEE**

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

- a. The committee will meet every other month or more often if mutually agreed to by the parties.
- b. Items for the agenda shall be submitted, with a brief explanation of the topic, five (5) working days in advance of the meeting, unless otherwise mutually agreed to by the parties. A contact person shall be designated by labor and management to receive and distribute agenda items submitted on behalf of each party.
- c. The County will release a reasonable number of officially designated Union stewards or representatives for attendance as needed at the meetings. The number of stewards in attendance will be mutually agreed upon before each meeting.
- d. This section is not grievable within the meaning of the grievance procedure as defined in Article V of this Agreement.
- e. This Committee is not intended to be a substitute for or replacement of any other committees referenced in the Agreement.

#### **15.15 SUPERVISOR DUTIES**

The County and the Local 1021 recognize that due to the supervisory nature of the work done by the employees covered by this agreement, it may be necessary for the employees covered by this agreement to initiate disciplinary actions. Further, the County and Local 1021 recognized the effective communication between the employees covered by this agreement and the respective human resources units are essential to the smooth functioning of the disciplinary system. Therefore, the County shall take reasonable steps to ensure that effective communication between employees covered by this agreement and the respective human resources units occurs.

#### **15.16 REINSTATEMENT**

- a. A former employee who held permanent status in a class at the time of resignation in good standing may be appointed to a vacancy in the class or, with the approval of the Director of Personnel Services, to a lower class for which he or she is

qualified. Reinstatement may take place only within three (3) years of the effective date of resignation. All employment rights are forfeited upon resignation. Reinstatement is subject to the discretion of the appointing authority.

- b. A former employee who is reinstated to a temporary position, within three (3) years of resignation in good standing, may at the discretion of the appointing authority, and with the approval of the Director of Personnel Services, be further reinstated to a permanent position in the same class even though more than three (3) years have passed since the person resigned from the permanent position, provided there has been no break in the temporary service.
- c. A permanent employee who has vacated a regular position to accept another position in a higher class in the same department, or in a class on the same level in the same department, under a provisional or temporary appointment, shall have a right to reinstatement to his former class upon the termination of his provisional or temporary appointment. With the written agreement of the appointing authorities of both departments, this provision shall apply also to an employee who accepts a provisional or temporary appointment in a department than his department of permanent assignment.
- d. Any former employee who held permanent status in a class at the time of resignation in good standing shall be required to serve the probationary period of any class to which she/she is reinstated if such reinstatement to a permanent position.
- e. Probationary periods will not exceed six (6) months for employees reinstated under this section.

## **ARTICLE XVI REDUCTION IN FORCE**

### **DIVISION A APPLICATION - PURPOSES - RIGHTS**

#### **16.1 PURPOSE**

a. It is probable that the County will exercise its discretion to lay off personnel. Such layoffs may include personnel within the Welfare Supervisory Unit. The purposes of this article are to identify who is laid off within the unit by establishing the order of layoff if layoffs are ordered during the term of this Agreement, establish reemployment rights and the order of reemployment of personnel who are laid off, and to provide for the

resolution of any disputes which arise respecting the order of layoff or reemployment of personnel who are laid off.

b. The provisions of this article are the only ones which regulate layoffs which become effective at any time during the period of this Agreement and the reemployment rights of personnel laid off during that period. With respect to such layoff and reemployment rights, no other memorandum of understanding, contract or agreement between the County and the Union shall be deemed to apply or in any manner regulate such matters; nor shall any provision of this Agreement, other than the provisions of this article, be deemed to apply or to in any manner regulate such matters.

c. 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 employees to be laid off shall be governed by the provisions of this Agreement.

## **DIVISION B AY4FFS**

### **16.2 SENIORITY**

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

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

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

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

d. If an employee's position is reallocated to a different class, and the

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

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

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

### **16.3 LAYOFF**

a. When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in a department, the order of separations within each class affected by the layoff shall be based on seniority as provided in Section 16.2.

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

c. Any County employee scheduled for layoff shall have a right to demote within the department to a class in which he/she formerly held permanent status. He also may request a demotion to another class in another department in which he formerly held permanent status. If employees also are being laid off in the class to which the employee has a right to, or requests to, demote, his seniority in the lower class shall be determined as if he or she were currently serving in that class.

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

### **16.4 APPLICATION**

Sections 16.2 and 16.3 shall be applied in accordance with the following rules:

- a. If an employee's position is reallocated to a different class, and the former class no longer is used in the employee's department, the employee's service in the former class shall count toward seniority in the class to which the position was reallocated. In such cases the right to demote, pursuant to Section 16.3-c. shall apply to the new class.
- b. If an employee returned to a former class in which the employee previously held permanent status, seniority in the former class shall be determined as if he or she were currently serving in that class.
- c. An employee who acquires probationary or permanent status in a class

shall be given seniority credit for prior temporary, provisional, or limited-term service in that class provided that such service immediately precedes the probationary or permanent service.

- d. "Temporary employees" include employees serving in limited-term appointments as provided in Subdivision (f) of Civil Service Commission Rule 7.7, who shall also be separated in the order determined by the appointing authority. Service in a limited-term position shall not be considered as a limited-term appointment unless the employee has agreed in writing to accept a limited-term appointment. Any employee who holds both permanent status under a limited-term appointment and permanent status under a regular appointment in the same class, shall be deemed to hold only permanent status under a regular appointment in that class.
- e. For layoff purposes, "demotion" means a change between classes where the maximum salary rate at the top step of the range for the class to which an employee is demoted is any amount lower than the maximum salary rate at the top step of the range for the class from which the employee is demoted.
- f. With respect to personnel within a class in the Welfare Supervisory Unit who are laid off from that class and demote pursuant to Section 16.3-c. to a class outside of the Welfare Supervisory Unit which is governed either by an agreement with another unit representative which contains terms regulating seniority, layoff and the right to demote or request demotion or by the Sacramento County Code or Personnel Rule No. 4 with respect to such matters, the seniority of such personnel for purposes of identifying the persons to be laid off within the class to which demotion is made shall be determined by the terms of the applicable agreement or code, as the case may be.
- g. The right under Section 16.3-c. to demote to a class in which the employee formerly held permanent status which is within the department to which the employee is assigned, shall be implemented as follows:
  - (1) When an employee is scheduled for layoff from a class, if there is only one (1) other lower salaried class within the department in which the employee formerly held permanent status, he or she 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 he or she formerly held permanent status which has the highest salary (when



measured at the top steps of the ranges of the salary schedule). If there is no vacancy in that class, and the demoting employee has less seniority than any other employee within the department in that class, the demoting employee shall be demoted to the next lower salaried class within the department in which he or she formerly held permanent status. If there is no vacancy in that class and the demoting employee has less seniority than any other employee within the department in that class, the above process shall continue until the demoting employee either reaches a class within the department in which he formerly held permanent status in which there is a vacancy or in which he or she is not the least senior employee within the department in that class, or he or she is laid off from employment.

- (3) Employees who are least senior in a class in which there is no vacancy and to which an employee demotes from a higher class within the department or with respect to which an employee's request to demote from a higher class in another department is granted shall be laid off from that class, and shall, accordingly, have the same right to demote under Section 16.3-c. as does any other employee who is laid off.
  - (4) Employees demoted under the above procedure shall be deemed to have exercised their right to demote under Section 16.3-c. and to have accepted each demotion, subject to their right to resign from employment. An employee who resigns in lieu of accepting a demotion, shall retain, in the class from which the employee was demoted, reemployment rights pursuant to this article.
  - (5) The words "scheduled for layoff" under Section 16.3-c. shall mean laid off. An employee demoted under Section 16.3-c. shall be deemed for all purposes to have been laid off from each class from which he or she demotes or is displaced, including classes which he or she passes through because of the absence of a vacancy and insufficient seniority to occupy a position in that class.
- h. Except as hereinafter provided, the right to request demotion to another department under Section 16.3-c. 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 (when measured at the top steps of the ranges of the salary schedule), which is situated in any department other than the one to which the employee was assigned prior to layoff. Such right to request demotion shall not apply to a class to which the requesting employee is demoted and from which he or she is not laid off within the department to which the requesting employee is assigned.

The appointing authority of the receiving department may, in his or her discretion, grant a request to demote if there is either a vacancy in the class within the receiving department or the requesting employee would not be the least senior employee in the receiving department within the class to which the request refers.

- i. The words "scheduled for layoff" under Section 16.3-c. shall mean laid off. If an employee's request to demote to another department is granted, he shall be deemed for all purposes to have been laid off from the class from which he or she demotes.

## **16.5 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, delivered to his or her last known address, or mailed to the last known address by certified mail. The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which he or she is assigned. The notice shall be deemed served on the date it is personally handed to the employee, or on the date it is delivered to his or her last known address, or on the date it is mailed to his or her last known address, as the case may be.

b. With respect to any layoff which becomes effective during the term of this Agreement, the effective date of layoff shall be not earlier than the 14th calendar day following the date of service of the notice of layoff.

## **16.6 NOTICE TO UNION**

Each time a layoff is or layoffs are ordered, the County shall mail to the Union, not later than the date of service of the last notice of layoff, each seniority list by class and department in which an employee within the Welfare Supervisory Unit is to be laid off. Each such list shall identify the personnel to be laid off and show the date of service of the notice of layoff to each employee who is to be laid off.

## **16.7 GRIEVANCE-ARBITRATION PROCEDURE**

The grievance-arbitration procedure set forth in Sections 16.8 through 16.18 shall be applicable only to disputes 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.

## **16.8 DEFINITION**

A grievance is a complaint by one (1) or a group of employees or the Union involving the interpretation, application or enforcement of the express terms of this article relating to 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, and asserting that an employee

or employees have not been served with notice of layoff, or have not been timely served with notice of layoff, have been misplaced within the order of layoff, or incorrectly identified for layoff under the order of layoff in violation of the terms of this article.

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

a. A grievance shall be filed on a form prescribed by the County. Each grievance shall state the factual basis for the claim, cite the provision of the article allegedly violated, and state the name of each employee who it is contended has not been validly served with notice of layoff or not served in a timely manner, misplaced within the order of layoff or incorrectly identified for layoff under the order of layoff. Any grievance which either is not filed on a form prescribed by the County or which does not state the name of any employee contended to have been not validly served with notice of layoff or not served in a timely manner, misplaced within the order of layoff or incorrectly identified for layoff under the order of layoff, shall be deemed invalid, null, and void.

b. All grievances shall be filed with the Office of Labor Relations.

c. All grievances shall be filed not later than seven (7) calendar days following the date of service of the notice of layoff upon the employee or employees it is contended by the grievance were not validly served with notice of layoff or not served in a timely manner, misplaced within the order of layoff or incorrectly identified for layoff under the order of layoff. Any grievance which is not received by the Office of Labor Relations within seven (7) calendar days following the date of service of such notice of layoff shall be deemed invalid, null and void, and a waiver of the employee or employees named in the grievance assert their rights. Grievances filed by the Union shall be considered timely if filed within seven (7) calendar days, from the date of notice, pursuant to Section 16.6.

### **16.10 DELIVERY TO UNION**

The County shall deliver a copy of each grievance filed by an employee or group of employees to the Union not later than eight (8) calendar days following the date of filing. If many grievances are filed within a period of a few days, it is intended that copies of the grievances be delivered to the Union in a group or groups and not one (1) at a time.

### **16.11 COMPLAINTS BY UNION**

a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 16.10 or twenty-two (22) calendar days after the filing of a grievance by the Union, whichever is earlier, the Union shall file a consolidated complaint with respect to all such grievances. The complaint shall name each employee who the Union asserts has not been validly served with notice of layoff, or not served in a timely manner, misplaced within the order of layoff, or incorrectly identified for layoff under the order of layoff. No claim may be asserted with

respect to any employee named in the complaint who has not been named in a preceding timely grievance as one who has not been validly served with notice of layoff or 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 preceding timely grievance filed by the Union or a timely employee grievance (a copy of which has been delivered to the Union at least fifteen (15) calendar days preceding the date of filing of the complaint) as having not been validly served with notice of layoff or not served in a timely manner, misplaced within the order of layoff or incorrectly identified for layoff under the order of layoff, who is not so named in the complaint, shall be deemed to have been validly served with notice of layoff in a timely manner, correctly placed within the order of layoff and correctly identified for layoff under the order of layoff.

b. In formulating and filing the complaint or by not filing a complaint, the Union shall have authority to waive the claims of employees which it elects not to assert. The failure to assert such claims or name such employees in the complaint (as to grievances filed by the Union and employee grievances, copies of which were delivered to the Union at least fifteen (15) calendar days preceding the date of filing the complaint) shall be deemed to be a waiver of such claims and rights which is binding both upon the Union and the individual employee.

c. The complaint shall be filed with and received by the Office of Labor Relations within fifteen (15) calendar days following delivery to the Union of the copies of employee grievances or twenty-two (22) calendar days following filing by the Union of its grievance, whichever is earlier. The failure of the department to receive a complaint within said time shall be deemed to be a waiver of all claims and grievances to which the complaint is required to refer.

## **16.12 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.

## **16.13 CONSOLIDATION OF PROCEEDINGS**

a. It is understood that the County is entering into this type of agreement with exclusive representatives of other representation units of County employees. The County Executive or his designee shall be authorized to order the consolidation for purposes of hearing and decision of a complaint by the Union with one (1) or more complaints by exclusive representatives of other representation units, except as to unit representatives who file their complaints on dates which preclude the scheduling of the consolidated hearing within the time prescribed by Section 16.12.

b. Consolidation shall be effective by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice shall designate the arbitrator for the consolidated hearing from among those specified in

Section 16.14-a., or in the event of unavailability of those specified, the arbitrator selected by the American Arbitration Association pursuant to Section 16.14-b.

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

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

e. If the Union withdraws from a consolidated proceeding, the County shall, notwithstanding the provisions of Section 16.12, have a right to a reasonable continuance of any hearing of the Union's complaint if necessary in order to avoid the hearing of more than one (1) complaint of a unit representative on the same day.

f. If the Union withdraws from a consolidated hearing, and if the arbitrator makes a back-pay award under the Union's complaint, there shall be subtracted from the amounts owing any and all back-pay attributable to the period, if any, between the date of the arbitrator's decision on the Union's complaint and:

- (1) The date of the arbitrator's decision in the consolidated proceeding from which the Union withdrew, if any, or if all unit representatives withdrew from the consolidation except one (1).
- (2) The date of the arbitrator's decision with respect to the complaint of the unit representative who did not withdraw from the consolidation, or, if all of the unit representatives withdrew from the consolidation.
- (3) The date of the arbitrator's decision on the complaint which is the first one decided among those of unit representatives which the County Executive ordered to be consolidated.

#### **16.14 APPOINTMENT OF ARBITRATOR**

a. An impartial arbitrator shall be selected jointly by the parties to conduct either consolidated or non-consolidated proceedings.

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

### **16.15 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, in any hearing all unit representatives shall present their complaints and evidence in support of their cases in chief before the County presents any rebuttal evidence and its case in chief as to any individual complaint or the complaints as a whole.
- c. Whether or not the proceedings shall be consolidated, the parties to the proceedings shall be deemed to be the County and the Union (and other unit representatives, if any), and no employee or groups of employees shall be deemed to be parties of the proceedings.

### **16.16 QUESTIONS**

Whether or not the proceedings are consolidated, 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 the order of layoff did not comply with the terms of this article or that particular employees were identified for layoff in violation of the terms of this article; and
- e. The employee or employees who should have been identified for layoff, if it is determined that one (1) or more employees were identified for layoff in violation of the terms of this article.

### **16.17 DECISION**

Whether or not the proceedings are consolidated, 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 the Agreement 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 determined to have been not validly served with notice of layoff or not served in a timely manner, or identified for layoff in violation of the terms of the article, unless the employee has been alleged to have been not validly served or not served in a timely manner or incorrectly identified for layoff 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 who has not been alleged to have been assigned an improper order in both a timely grievance and a timely complaint, except to the extent necessary to grant relief to an employee determined to have been assigned an improper order who was so 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 who was so alleged 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 so identified instead of the one incorrectly identified, 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 16.5.
- 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 within any department or organizational unit or class than ordered by the County, or which otherwise impairs the discretion of the County to determine the number of personnel within each department and within each class who will be employed.
- f. The arbitrator shall have no authority to add to, delete or alter any provision of this Agreement, but shall limit his or her decision to the application and interpretation of its express provisions.
- g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by the interpretations by prior arbitrators of the terms of this article.
- h. The decision of the arbitrator shall be final and binding as to all matters within his jurisdiction.

## **16.18 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**

### **16.19 ENTITLEMENT**

With respect to classes within the Welfare Supervisory Unit, reemployment entitlements shall be as follows:

- a. A person whose effective date of layoff occurs at any time during the term of this Agreement and who held permanent or probationary status in the class from which he or she was laid off, also shall, during the four-year period following the effective date of layoff, be entitled to be appointed from a departmental reemployment list to a vacancy in that class within the department from which the person was laid off pursuant and subject to the provisions set forth in this division.

A person whose effective date of layoff occurs at any time during the term of this Agreement and who held permanent or probationary status in the class from which he or she was laid off, shall also, during the four-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, pursuant and subject to the provisions set forth below.

### **16.20 TYPE OF POSITION**

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

### **16.21 LIMITED-TERM PERSONNEL**

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.

### **16.22 DEPARTMENTAL REEMPLOYMENT LISTS**



a. The County shall prepare a departmental reemployment list for each class in each department in which an employee with permanent or probationary status in that class is laid off during the term of this Agreement. 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 were separated from service in that class.

b. Notwithstanding any provision of this article to the contrary, the order of names on departmental reemployment lists 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 Sections 16.8 through 16.18. 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.

### **16.23 COUNTY-WIDE REEMPLOYMENT LISTS**

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

### **16.24 APPOINTMENT AND CERTIFICATION PRIORITIES**

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

- a. A vacancy in a class shall be filled first from the Medical Center transfer eligible lists prescribed in Section 7.7(d) of the Civil Service Rules, as that section existed prior to August 15, 1974. If the vacancy is not filled by appointment from the Medical Center transfer eligible list, then;
- b. The vacancy shall be filled from that departmental reemployment list for the class in which the vacancy exists and for the department in which the vacancy exists. Persons shall be appointed to vacancies in the order of the list.
  - (1) One (1) person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.
  - (2) A person to whom an appointment is intended to be offered may be contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless he or she

has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to his or her last known address, and he or she has failed to accept the appointment in writing within ten (10) calendar days following the date of mailing of the notice.

- c. No persons shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list or 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 each 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 c.(2), above.
  - (3) If there are fewer than three (3) names on the County-wide reemployment list, 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.

## **16.25 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 four (4) 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 c.(2) of Section 16.24, except in instances where the person states in writing that he or she is temporarily medically incapacitated.
- d. In the event a person states in writing that he or she does not desire appointment from the list, or fails to file a written statement expressing his or her desire for appointment within ten (10) calendar days following certified mailing to his or her last known address of written inquiry concerning such desire.

### **16.26 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 four (4) 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 he or she does not desire appointment from the list, or fails to file a written statement expressing his or her desire for appointment within ten (10) calendar days following certified mailing, to his or her last known address of written inquiry concerning such desire.
- 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 d. of Section 16.25, a person shall be authorized to decline appointment to a class to which he or she 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. However,

the person shall not thereafter be certified for appointment to a vacancy which falls within the description of the written objection.

## **16.27 EFFECT OF REEMPLOYMENT**

When a person is reemployed from either a department reemployment list or a County-wide reemployment list, the period of unemployment succeeding the layoff shall not be treated as an interruption of service for purposes of 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.

## **16.28 SERVICE OF REEMPLOYMENT LISTS**

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

b. Not later than July 5 each year, the County shall serve by mail upon the Union a set of copies of all County-wide reemployment lists and all departmental reemployment lists for classes within the Welfare Supervisory Unit. 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.

## **16.29 GRIEVANCE-ARBITRATION PROCEDURE**

The grievance-arbitration procedure set forth in Sections 16.30 through 16.36 shall be applicable only to disputes arising under Division C of this article.

## **16.30 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 the failure of the County to establish a County-wide reemployment list or departmental reemployment list required by this article, the establishment of a County-wide reemployment list or departmental reemployment list prohibited by this article, the order of persons set forth on County-wide reemployment lists, the failure to place persons thereon as required by this article, or the erroneous omission of personnel therefrom in violation of this article.

b. No later than twenty (20) calendar days following each service of reemployment lists upon the Union pursuant to Section 16.28 the Union shall be authorized to file a grievance asserting that the County has failed to establish a County-wide reemployment list or departmental reemployment list required by this article, has established a County-wide reemployment list or departmental reemployment list

prohibited by this article, that the order of personnel contained on any one (1) or more of the lists violates the provisions of Sections 16.19, 16.20, 16.21, 16.22, or 16.23, 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 Agreement 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 Department of Personnel Services (Director's Office) and shall be received by the department not later than twenty (20) calendar days following service of the lists pursuant to Section 16.28.
- (<sup>3</sup>) The failure of the Union to file a grievance within the time required herein shall constitute a waiver of the right to challenge the matters referred to in this section which is binding upon the Union and all other persons. The lists served pursuant to the provisions of Section 16.28 shall conclusively be presumed to comply with the provisions of this article with respect to matters referred to in this section except as challenged by a grievance filed pursuant to the provisions of this section.

### **16.31 OTHER MATTERS**

a. Except as to matters referred to in Section 16.30, the Union and any persons laid off during the term of this Agreement from a class within the Welfare Supervisory Unit shall be authorized to file a grievance alleging a violation of Sections 16.19 through 16.27, inclusive.

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

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

### **16.32 PRE-ARBITRATION HEARING**

a. A hearing shall be held by the County Executive or his designee on all grievances filed pursuant to the provisions of Sections 16.19 through 16.27, not later than ten (10) working days following the date of filing. The Union shall be given advance written notice of the time, date and place of all such hearings, and shall be authorized to appear and participate therein.

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

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

### **16.33 REQUEST FOR ARBITRATION**

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

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

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

### **16.34 ARBITRATION SCHEDULING**

Timely requests for arbitration shall be submitted to and determined by an arbitrator. Each arbitration proceeding shall commence not earlier than fifteen (15)

calendar days and not later than forty-five (45) calendar days following the date of filing of the request.

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

### **16.35 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 the 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 thereon who was so alleged in a timely grievance.
- c. The arbitrator shall not have jurisdiction or authority to invalidate the employment of any person who has been reemployed from either a County-wide reemployment list or departmental reemployment list or to grant any relief to a person on such a list who should have been so reemployed or certified for appointment, except as to persons named in a timely grievance.
- d. The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit his or her 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 the article.

- f. The decision of the arbitrator shall be final and binding as to all matters within his or her jurisdiction.

### **16.36 COSTS**

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

## **ARTICLE XVII DISCIPLINE AND DISCHARGE**

### **17.1 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 17.2 below, of employees in a class included in the Welfare Supervisory Unit.

### **17.2 DEFINITION**

- a. As used herein, "disciplinary action" means demotion, reduction in pay step in class, suspension or discharge of an employee with permanent civil service status.
- b. As used herein, "parties" means the County and the Union.

### **17.3 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.

### **17.4 APPLICATION**

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



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

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

## **17.5 CAUSE FOR DISCIPLINARY ACTION**

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

- a. Fraud in securing appointment.
- b. Incompetency.
- c. Inefficiency.
- d. Inexcusable neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drunkenness on duty.
- h. Addiction to the use of narcotics or habit-forming drugs.
- i. Inexcusable absence without leave.
- j. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- k. Discourteous treatment of the public or other employees.
- l. Political activity prohibited by state or federal law.
- m. Willful disobedience.
- n. Violation of any of the prohibitions set forth in Section 71 of the Sacramento County Charter.

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

#### **17.6 CAUSES FOR PERSONNEL ACTION DUE TO PHYSICAL OR MENTAL DISABILITY**

For non-disciplinary reasons, a permanent employee's employment may be terminated or a permanent employee may be reduced in rank because of physical or mental disability which disability precludes the employee from the proper performance of the essential duties of his or her job. Any such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 17.5.

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

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

b. A copy of the proposed and final notice of disciplinary action shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address which is within the personnel file of the employee within the department to which he or she is assigned. If notice is provided by mail, the employee should be deemed to have received notice five (5) days after the date of mailing. At the same time, service shall be made to the Union.

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.

## **17.8 APPEAL**

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

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

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

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

e. If the Union fails to file a notice of appeal within the time specified in Subsection a. of this section, the disciplinary action shall become final without further action.

## **17.9 MEDIATION OF A DISCIPLINARY ACTION**

a. Prior to the arbitration hearing the Union may request mediation. The parties agree to utilize the State Mediation and Conciliation Service for mediation.

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. 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.

d. 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 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.

e. The primary effort of the mediator shall be to assist the parties in settling the stated appeal in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one (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.

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

g. 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.

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

#### **17.10 APPOINTMENT OF ARBITRATOR**

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

b. The selection of the arbitrator shall be in accordance with Section 5.16-a. b. and c. of this Agreement.

#### **17.11 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 Director of Labor

Relations an amended or supplemental order of disciplinary action. Consent is not required for an amended or supplemental order filed prior to commencement of the hearing. If the amended or supplemental order presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto. Any new causes or allegations shall be deemed denied and any objections to the amended or supplemental causes or allegations may be made orally at the hearing.

## **17.12 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.

### **17.13 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.
  
- b. The employee shall be represented by the Union and counsel chosen by the Union.
  
- c. The employee shall be entitled to appear personally at the hearing and produce evidence.
  
- d. The appointing authority may also be represented by counsel.
  
- e. At the hearing, the appointing authority shall have the burden of going forward first with evidence in support of the allegations contained in the order of disciplinary action and shall have the burden of establishing the facts by a preponderance of the evidence. The arbitrator may administer oaths and take official notice of facts as authorized by law.
  
- f. Oral evidence shall be taken only on oath or affirmation.
  
- g- A court reporter shall take a transcript of the hearing.
  
- h. The arbitrator may consider the records or any relevant prior disciplinary actions against the employee which are final, and any records contained in the employee's personnel files if such records were introduced at the arbitration hearing.

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

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

#### **17.14 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.

#### **17.15 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.

#### **17.16 FINALITY OF DECISION**

The decision of the arbitrator shall be final and binding.

#### **17.17 COSTS**

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



**17.18 WITNESSES**

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

**ARTICLE XVIII  
TERM**

**18.1 TERM**

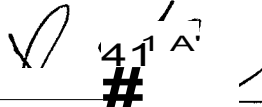
a. The provisions of this Agreement shall be effective on July 1, 2016, except as otherwise specifically provided.

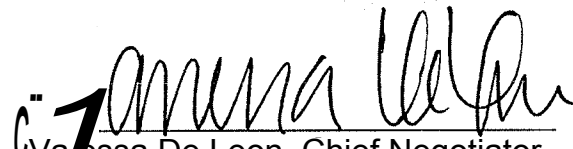
b. This Agreement shall remain in full force and effect from July 1, 2016, to and including June 30, 2019

DATE: \_\_\_\_\_

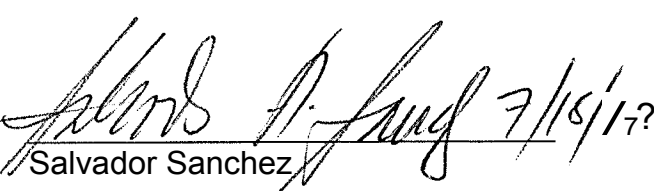
SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 1021

COUNTY OF SACRAMENTO

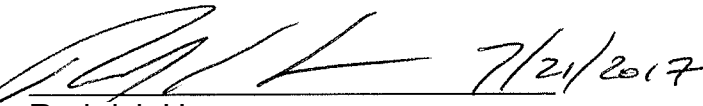
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Jo tead-M  
Executive Director  
Field & Programs

By:  7. f3.17  
Vanessa De Leon, Chief Negotiator

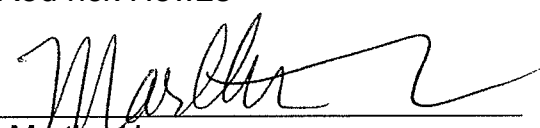
  
Ti Gonz les  
Regional A Field Director

 7/16/17  
Salvador Sanchez

 7/13/2017  
Chris Bolshazy, F Repre ent bye

 7/21/2017  
Rod rick Howze

 7/13/17  
Mike Sh resident (Acting)

  
Martha Haas

Judy Baker 7/13/17  
Bedy er

Lester Heatley 7/18/17  
Lester Heatley

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Judy Burr  
Judy Burr

Ronald Alton 1,teiffiz F43/77  
Ronald Alton

Alisa Young 7/13/17  
Alisa Young

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T iko Harper

Mercedes Riggeman 7/13/17  
Mercedes Riggeman

Tammie Ostroski 7-13-2017  
Tammie Ostroski

How Seniority is Computed:

Assume an employee has the following employment history with Sacramento County:

Class	Rep Unit	Emp. Status	Date	Transaction
Welfare Bureau Chief	Mgt		8/1/77	Completed Probation
Welfare Bureau Chief	Mgt.	Pro	2/1/77	Appointed, cert #770201.3
Social Service Sup II	WeIf-Sup		10/12/71	Completed Probation
Social Service Sup II	WeIf-Sup	Pro	7/12/71	Title change, granted status
Child Welfare Sup I	WeIf-Sup	Pro	4/12/71	Appointed, cert # 710212.2
Welfare Sup I (M)	WeIf-Sup	P	6/30/70	Credit for master's degree
			6/30/70	Return from academic LOA
			8/31/69	Approved for LOA until 7/1/70
Welfare Sup I	WeIf-Sup		9/1/68	Completed probation
Welfare Sup I	WeIf-Sup	Pro	3/1/68	Appointed, cert #680301.7
			10/30/67	Resigned, personal reason
Welfare Worker III	WeIf-Non-Sup P		5/15/67	Completed probation
Welfare Worker III	WeIf-Non-Sup Pro		11/15/66	Appointed, cert #661115.1

The Personnel Ordinance provides for demotion from the class of Welfare Bureau Chief. Upon demotion, the employee's classification is within the Welfare Supervisory unit, which specifies the language covering seniority and further demotional rights.

In accordance with Section 16.2-a. of the Agreement, the following time periods are counted:

11/15/66 to 10/30/67 (0 yr, 11 mo, 15 day)  
 3/1/68 to 6/30/78 \* (10 yr, 3 mo, 29 day)  
 (\* date selected for computation purposes only)

Total Seniority: 11 yr, 3 mo, 14 day



**Welfare Supervisory Unit**

Current Classes	Hearings And Complaints Supv.	Welfare Elig. Supv.	Home-Maker Supv.	Social Service Supv. I	Social Service Supv. II	Welfare Program Specialist
Former classes such that if permanent status shall be granted in the current class.	Hearings and Complaints Supv. and no others	Welfare Supv. 1* Case Supv.* Welfare Elig. Supv. and no others	Home-maker Supv. and no others	Welfare Supv. 1 Case Supv. Social Service Supv. 1 and no others	Child Welf. Sup. 1 Child Welf. Supv. Welfare Supv. 1 (M) Case Supv. Social Service Sup. 1(M) Social Service Supv. II and no others	Welfare Program Specialist and no others

With the exception of classes asterisked, the above constitutes an agreed application of the language of the Agreement respecting classes to which demotion may be made.

\* Prior classes which it is agreed create a right to demote to the class indicated regardless of the language of the Agreement.

