

AGREEMENT

BETWEEN

COUNTY OF SACRAMENTO

AND

AFSCME, LOCAL 146, AFL-CIO

COVERING ALL EMPLOYEES

IN THE

HEALTH SERVICES UNIT

2013 - 2018

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Exhibit "A"
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PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the COUNTY OF SACRAMENTO, hereinafter referred to as the County, and LOCAL 146, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union, establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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

ARTICLE I RECOGNITION AND COVERAGE

1.1 RECOGNITION

a. The County recognizes the Union as the exclusive negotiating agent for all employees in the Health Services Unit.

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

1.2 COVERAGE OF EMPLOYEES

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

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

ARTICLE II UNION RIGHTS

2.1 UNION SECURITY

a. It is the intent of this article to provide for payroll deductions of Union members to be deducted from their warrants insofar as permitted by law, and not to

exceed \$99.99 including dues. The County agrees to deduct and transmit to the Union all authorized deductions for all Union members within the foregoing unit who have signed an approved authorization card or cards for such deductions in a form agreed upon by the County and Union.

- (1) The written authorization for approved insurance and benefit programs and the amount of dues deducted from Union members' warrants shall be changed by the County upon written request of the Union.
- (2) The Union agrees to indemnify, defend and hold the County harmless against any claims made of any nature and against any suit instituted against the County arising from its check-off for the dues, insurance or benefit programs of the Union.
- (3) Previously authorized Union dues deductions shall be reinstated when an employee returns to paid status from leave of absence or temporary promotion, unless the authorization has been canceled.

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

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

2.2 FAIR AND EQUAL REPRESENTATION

It is recognized that the Union owes the same responsibilities to all employees in the representation unit and has a duty to provide fair and equal representation to all employees in all classes in the unit whether or not they are members of the Union.

2.3 MAINTENANCE OF MEMBERSHIP

Employees who are members or who become members of the Union shall remain members during the term of this Agreement, unless such membership is canceled in writing within the last fifteen-day period of this Agreement.

2.4 CONDITION OF EMPLOYMENT

All employees in the representation unit on or after the effective date of this section shall, as a condition of continued employment, beginning with the second full pay period after notice is given to employees in accordance with Section 2.9 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.

2.5 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 second full pay period following the return of the employee to the representation unit. The term separation includes transfer out of the unit and layoff. The condition of employment shall apply to an employee entering the unit commencing with the second full pay period in the unit. The condition of employment applies to on-call employees and employees on a leave of absence only during pay periods for which they are paid.

2.6 ON-CALL EMPLOYEES

- a. On-call employees shall be subject to termination for failure to comply with the fair share obligation within two (2) pay periods (four [4] weeks) after the first pay period in which the on-call employee has performed paid work for the County.

b. An on-call employee who fails to respond or to comply within ten (10) days of the notice by the appointing authority as set forth in Subsection 2.14-c. may be terminated without hearing and the employee shall not be eligible for further temporary or on-call employment.

2.7 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 representation 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 Agreement administration (for example, meetings and discussions with management concerning grievances under the Agreement, 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).

2.8 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 Health Services Unit.
- (3) Payments to affiliates, except for payments for activities under Section 2.7 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 2.7 above shall not be considered when making a determination of the fair share service fee of non-members.

2.9 FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE

Within sixty (60) days after the effective date of this Agreement and annually thereafter, within sixty (60) calendar days after the end of its fiscal year, the Union shall post in major locations where notices to employees are customarily placed and mail to the County and to all service fee payors 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:

- a. An independent accounting prepared and signed by an auditor from a certified public accounting firm with 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 Agreement administration as defined in Section 2.7 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 Agreement administration as defined in Section 2.7.
 - (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 Agreement administration as defined in Section 2.7.
 - (d) The auditor shall prepare a statement itemizing which of the Union expenditures are clearly allocated to negotiation and Agreement administration as defined in Section 2.7 and which expenditures are not so allocated.
 - (e) The auditor shall then calculate the proportion of dues which are clearly allocable to negotiation and Agreement administration as defined in Section 2.7, 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.(1) above. In the event that payments are made to any other organization, the auditor shall be provided access to such organization's 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 2.9-a.(1)(e) above.
- c. Instructions on Filing a Challenge to the Amount of the Fair Share 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 2.7, or because the procedures set forth herein have not been complied with, must file "Fair Share Fee Challenge Petition" with the Union and with 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.
 - (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 filing. 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.

2.10 FAILURE TO POST FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE

Should the Union fail to post the required annual Fair Share Fee Explanation and Notice of Right to Challenge set forth above within the required sixty (60) days after the effective date of this Agreement or 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.

2.11 LABOR ORGANIZATION ANNUAL REPORT

Annually, the Union shall file with the Director 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 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.

2.12 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.

2.13 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.

2.14 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 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.
 - (1) 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.
 - (2) In the case of a temporary or on-call 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.
- d. The parties to the hearing shall be the Union and the employee.
- e. 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 employees within ten (10) days after making such determination. An

employee may not appeal the order of termination through the grievance arbitration procedure. However, permanent employees may appeal the order of termination to the Civil Service Commission.

- f. 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 may not include payment of the attorney selected by the County to prosecute and defend the termination action.

2.15 INDEMNIFICATION

The Union shall indemnify and hold the County harmless against any and all claims, demands, suits, order, 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.

2.16 PAYROLL AUTHORIZATION REQUIREMENTS

a. The authorization for payroll deductions described in Section 2.1 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.

2.17 PRECONDITIONS TO IMPLEMENTATION OF FAIR SHARE/AGENCY SHOP PROVISIONS

a. These provisions shall take effect only after a certification of a secret ballot election, conducted by the County in accordance with Chapter 2.79 of the Sacramento County Code, in which a simple majority of those voting vote to implement fair share/agency shop. Such election shall be held as soon as is administratively feasible. This provision, if approved, shall be effective beginning with the third full biweekly pay period after the certification of the election.

b. An election to implement the provisions of this section shall not prohibit or restrict an election to rescind this provision as provided by Section 3502.5 of the Government Code.

c. The Union and the County mutually agree that the election provided for in Subsection b. of Section 3502.5 of the Government Code:

- (1) Shall be determined by a simple majority of those voting; and

- (2) Shall be conducted following election security procedures that apply to the conduct of employee representation elections that are subject to Chapter 2.79 of the Sacramento County Code.

d. All employees holding status as such, in classifications included in the Health Services Unit, on a date thirty (30) days prior to the holding of the election, shall be eligible to vote in such election and no other.

2.18 UNION LEAVE REIMBURSEMENT

The Union agrees to pay the County for all release time expended by County employees representing the Union for any purpose other than meeting with management concerning grievances, arbitration, or in general negotiations. The involved employee will enter any such time expended in the designated area on the time sheet for Union release time. The County shall bill the Union for the amount of compensation paid to the employee for such time. The total compensation shall be computed at 1.26 times the "9" step salary rate. The Union shall reimburse the County no later than the end of the full biweekly pay period following the billing. If any billing is not paid within fifteen (15) days of the due date, the County is authorized to deduct the amount of that billing from the Union payroll deductions of employees in the unit. The County agrees that, except for business necessity, release time paid for by the Union shall not be denied.

2.19 UNION WAIVER

Upon implementation of the agency shop/fair share service fees, the Union agrees, without further action by the County or the Union, to waive its right, if indeed there is such a right, to negotiate: decisions, procedures and rules of the Civil Service Commission and the Board of Retirement, so long as any action taken by such Board or Commission takes place after a public hearing, during which the Union may testify; and changes to the Employee Relations Ordinance which prohibit recognized employee organizations from representing both a supervisory and a non-supervisory unit, and/or restrict a law enforcement employee organization from representing non-law enforcement units.

2.20 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 provided 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. The Union shall be entitled to reasonable use of bulletin boards at all offices and work locations where they are established or where they may be reasonably necessary.

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 person in charge of the areas he or she 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 County's departmental inter-office mail system. The Union may also contact Union members via the County's email system for the purpose of communicating with AFSCME members on a limited basis.

2.21 UNION REPRESENTATION

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

b. A written list of the officers of the Union and the stewards serving the representation unit, broken down by department, shall be furnished to the County immediately after their designation and the Union shall notify County promptly of any changes of such officers or stewards. Those officers or stewards shall not be recognized by the County until such lists or changes thereto are received.

c. The number of stewards shall be a total of twelve (12).

d. Upon the request of the aggrieved employee, a steward or officer of the Union may investigate the specified grievance provided it is in his assigned area of responsibility and assist in its presentation. He or she shall be allowed a reasonable time for this purpose during working hours without loss of pay, subject to prior notification and approval by his or her immediate supervisor. Such notification shall be in writing on a form prescribed by the County, which form will state the amount of time spent for the purpose. The assignment of more than one (1) steward or officer who is an employee 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. Representatives of the Union other than officers will be permitted time off without loss of pay only if they are full-time County employees.

e. AFSCME designated representatives shall have the right to consult with County management regarding employee job training concerns.

2.22 PEOPLE CONTRIBUTIONS

The County agrees to deduct from the salary of those employees who individually request PEOPLE contributions in an amount specified by the employees. Such contributions will be transferred to AFSCME together with the County's transfer of Union dues, fair share fees, and related contributions pursuant to Article II of the Agreement.

2.23 UNION ORIENTATION

The County agrees to notify the AFSCME Chapter President or designee of any general New Employee Orientation conducted by the Department of Personnel Services. AFSCME will be provided thirty (30) minutes during lunch break to speak to new bargaining unit employees. Such notice will include the date, time, and location of the orientation and the names of the new AFSCME represented employees.

2.24 RESPECTFUL WORKPLACE

The County and AFSCME will endeavor to maintain a respectful working environment for employees, free from harassment, intimidation and work place violence. Concerns about respectful working environment matters will be referred to the Labor Management Committee. This Section shall not be subject to the Grievance and Arbitration procedures.

ARTICLE III COUNTY RIGHTS

3.1 COUNTY RIGHTS

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

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

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

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

e. This provision is not subject to the grievance and arbitration procedure as set forth in Article V of this Agreement.

ARTICLE IV GENERAL PROVISIONS

4.1 DEFINITIONS

a. Where the terms "on-call employee" or "regular employee" are used in this Agreement, the terms shall be given the meaning assigned in Section 2.78.240 and 2.78.276, respectively (Sacramento County Code).

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

4.2 STRIKES AND LOCKOUTS

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

b. The 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 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.

4.3 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 responsibilities as exclusive 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, handicap, political or employee organization affiliation, or sexual preference. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

4.4 APPLICATION OF PERSONNEL ORDINANCE

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

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

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

4.5 CLASSIFICATION CHANGES

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.

- (1) If the classification study modifies existing class specifications or creates new class specifications, and reallocates existing positions to different classifications, the Union shall be sent the report two (2) weeks prior to the deadline for Personnel Services to submit its final report to the Civil Service Commission. The Union shall be obligated to provide to Personnel Services any concerns, comments, and problems it may have with the final draft report one (1) week prior to the aforementioned deadline. The County and the Union shall attempt to resolve any differences as expeditiously as possible.
- (2) If the classification study does not affect the allocation of any position and only modifies an existing class specification, the Union shall be sent the report two (2) weeks prior to the scheduled agenda date for Civil Service Commission action.

b. The parties may mutually agree on a case-by-case basis to modify the above time frames.

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; and,
 - (2) to provide an orderly procedure for reviewing and resolving grievances promptly.

5.2 DEFINITIONS

- a. A grievance is a complaint of one (1) or a group of employees, or a dispute between the County and the 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 herein, "steward or Union representative", if an employee of the County, refers to an employee designated as such pursuant to Article II, Section 2.21, Union Representation.

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

A full-time employee or the Union representative, or both, may present a grievance during normal working hours without loss of compensation.

5.5 EMPLOYEE RIGHTS

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

5.6 APPLICATION

Grievances, as defined in Section 5.2, shall be brought through this procedure. 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 the Union representative. Within five (5) workdays the immediate supervisor shall give his/her 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 reason to bypass the informal step, a formal grievance may be initiated in writing ("in writing" as used in this Article shall be pursuant to Section 5.8 c. below). A formal grievance may be initiated in writing no later than:

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

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

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

d. Within ten (10) workdays after the initiation in writing of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant and the Union.

5.9 FORMAL GRIEVANCE - STEP 2

a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, he or she may appeal the decision within ten (10) workdays to the appointing authority or his or her designee. The employee may be represented by the Union. If the appointing authority or his or her designee is the first level of appeal, the grievant may bypass Step 2.

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, the grievant may appeal the decision within fourteen (14) calendar days. The grievant may be represented by a Union representative.

b. Effective the first pay period after approval of this MOU by the Board of Supervisors, the County and the Union agree to implement Step 4 Mediation as a pilot program. If either party is unsatisfied with the viability of Step 4, either the County or the Union may notify the other party any time after July 1, 2015 that this pilot program shall be void and the grievance procedure shall revert to the status quo ante (appealed to Labor Relations or Mediation, but not both).

c. Mediation:

- (1) Grievances appealed to Step 3 may be submitted by the Union to mediation. Mediation shall be scheduled by mutual agreement. Subsequent days for mediation will be scheduled, if necessary. The parties agree to mutually select a panel of mediators. If the parties are unable to select a panel of mediators, they shall utilize the State Mediation and Conciliation Service.
- (2) Under no case shall the adjustment or resolution of the grievance at this level exceed sixty (60) calendar 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.
- (3) Mediators who have been selected by the parties to mediate grievance disputes may be scheduled on a rotating and available basis.
- (4) The parties agree to meet annually in May to review the mediators listed above. The list of mediators for the subsequent year shall be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until such time as a new list is agreed to or the State Mediation and Conciliation Service is utilized.
- (5) All costs of the mediator, if any, shall be borne equally by the parties. No party shall purposely withhold information at this level but shall disclose all information relevant to the grievance for consideration by the other party.
- (6) Mediation Procedures: The mediation procedure shall be entirely informal in nature. However, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the

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

- (7) The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one (1) party. If settlement is not possible, the mediator shall provide the parties with an immediate bench opinion, based on the stated grievance and the Collective Bargaining Agreement, as to how the grievance would be decided if it went to arbitration. That opinion would not be final or binding, but would be advisory. It would be delivered orally and would be accompanied by a statement of the reasons for the mediator's opinion. The advisory opinion may be used as the basis for further settlement discussions or for withdrawal or granting of the grievance. If the grievance is not settled, granted or withdrawn, the parties are free to arbitrate. If they do, the mediator shall not serve as arbitrator, and no offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration. Neither attorneys nor court reporters or any other type of note taker shall be allowed to be present at the proceedings.
- (8) If the parties agree to be bound by a mediator's recommendation, the subsequent agreement shall be reduced to writing and signed by the parties.
- (9) Any grievance not resolved within thirty (30) calendar 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 fourteen (14) calendar days.
- (10) Either party may elect not to utilize this mediation process should any additional cost be incurred.

d. In the case of status quo ante, the following language shall apply: There shall be two (2) tracks to solve the grievance at Step 3. The Union shall reserve the right to choose either:

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

e. Hearing and Response - Step 3: The County Executive or his/her designated representative shall, within fourteen (14) calendar days of receipt of the appeal, schedule and conduct a grievance hearing unless extended by mutual agreement of the parties. The County Executive or his/her representative shall render a written response to the grievance within thirty (30) calendar days following the date of the grievance hearing unless extended by mutual agreement of the parties.

5.11 ARBITRATION - STEP 4

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

5.12 RESPONSE

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

5.13 COPY OF DECISION

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

5.14 SELECTION OF ARBITRATOR

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

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

c. The parties shall mutually agree on one (1) of the arbitrators on the list or shall alternately strike off names from the list until one (1) remains. If the selected arbitrator is unable or unwilling to hear the grievance, the parties shall again repeat the process unless they can mutually agree upon an arbitrator.

d. Expedited arbitration shall occur only if mutually agreed by both the County and the Union.

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

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

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

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

5.15 DECISION

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

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

5.16 COSTS

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

5.17 WITNESSES

The County agrees that employees shall not suffer loss of compensation for 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 HOURS OF WORK AND OVERTIME

6.1 SHIFTS AND WORKWEEKS

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

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

c. Notwithstanding a. above, employees of a specific section, unit, division, or department may work a modified week of less than five (5) days, but not less than forty (40) hours (such as the 4-10-40 or 9-80 work schedules), subject to approval of the County and Union.

d. Other modified or alternate work schedules including, but not limited to, variable daily work hours, flex-time, adjusted weekly work schedules, part-time, or job sharing arrangements which are not violative of the provisions of this Agreement, may be implemented at the discretion of the appointing authority or his/her designee.

6.2 CHANGES IN ASSIGNED HOURS OR WORK LOCATION

a. Permanent employees shall be given at least ten (10) workdays written notice prior to a permanent change in their assigned hours of work or work location. The notice requirement shall not apply to emergency assignments.

b. If the proposed change in assigned hours or work location creates a hardship for an employee in terms of dependent care or car pool arrangements, the

employee may request an extension of an additional five (5) workdays if required. Such requests shall not be capriciously or arbitrarily denied.

c. The required time period may be waived by mutual agreement of the employee and the supervisor.

d. This section shall not be used in a punitive or arbitrary manner.

6.3 MEAL PERIODS

a. Employees may be required to perform duties during normal lunch periods. These employees shall be compensated for their lunch periods. If employees are permitted a lunch period, it shall be not less than thirty (30) minutes nor more than one (1) hour. Where the work situation permits, permanent employees shall be assigned a regularly scheduled lunch period. Permanent employees shall be given notice prior to a permanent change in their assigned lunch hours. The notice requirement shall not apply to emergency assignments.

b. It is recognized that scheduling of lunch periods at 24-hour facilities may vary on a day-to-day basis depending upon patient care responsibility.

c. Lunch periods shall not be counted as part of total hours worked, except for those employees for whom lunch periods include the actual performance of assigned duties.

d. Whenever it is necessary for an employee to work overtime four (4) or more hours, he or she shall be granted an additional unpaid meal period in accordance with Section 6.3-a. above. Taking the additional meal break shall be at the employee's option, and shall be scheduled during the overtime period at the mutual convenience of the employee and supervisor.

6.4 REST PERIODS

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

b. Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary. An employee who misses a scheduled break may be allowed to take a break later during the four-hour work period. However, all rest periods shall be scheduled in accordance with requirements of the department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a workshift or lunch period.

c. The appointing authority may designate the location or locations at which rest periods may be taken.

d. Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

6.5 TRAINING TIME

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

6.6 ALTERNATE WORKWEEK SCHEDULES

a. The County may operate, at its option, alternate work schedules which include, but are not limited to, variable daily work hours, flex-time, adjusted weekly work schedules, 9-80, 7/12, and/or four-day workweek schedules in all departments covered by this Agreement. Such work schedules are subject to the provisions of the applicable County ordinance.

b. An alternate workweek schedule may be initiated, if in accordance with the following:

- (1) The proposed schedule is recommended by the appointing authority, is agreed to by the Union, and is subsequently recommended by the County Executive for adoption by the Board of Supervisors.
- (2) The proposed schedule is recommended by the Union or the employee, is agreed to by the appointing authority, and is subsequently recommended by the County Executive for adoption by the Board of Supervisors.

c. The County shall have the right to return employees assigned to an alternate workweek schedule to the normal five-day workweek. Any proposed cancellation of an alternate workweek adopted in accordance with the above provision shall be accomplished by noticing the Union ten (10) or more working days in advance. The appointing authority will meet with the Union, if requested to do so, prior to the commencement of the proposed cancellation.

6.7 PART-TIME EMPLOYEES

Regular employees employed part time for not less than forty (40) hours per pay period, either voluntarily or as a result of a reduction-in-hours in lieu of layoff, shall be subject to the following conditions, unless otherwise provided in this Agreement:

- a. The salary of part-time regular employees shall be prorated based on the number of hours worked.
- b. Vacation, sick leave and holiday benefits shall be prorated based upon the number of hours worked.
- c. Such regular part-time employees shall be eligible for group medical

insurance, health benefits, dental benefits, and life insurance; and the County shall make contributions in the same amount as for full-time regular employees.

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

6.8 OVERTIME

a. Employees will be compensated only for overtime authorized or ordered by designated supervisory personnel.

b. Employees 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. If the department is unable to schedule and grant time off within one (1) year from the date the overtime was performed, cash payment shall be made in lieu of compensating time.

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

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

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

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

g. Regular employees required to work on a holiday shall receive, in addition to straight time pay for holiday work, overtime compensation 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. Employees who are granted one (1) day off every four (4) weeks (H-day) in lieu of prescribed holidays shall be compensated pursuant to this subsection if they are required to work on a day which has been scheduled as a day off (H-day) in lieu of prescribed holidays.

h. The parties mutually agree that the appointing authority shall have the sole authority to approve the use of compensatory time off (CTO) when CTO has been requested by an employee. If the employee has not taken CTO within nine (9) months from the date of accrual, the appointing authority has the sole discretion to schedule the CTO within the next three (3) months. When scheduling the use of CTO, the appointing authority will give notice to the employee a minimum of fourteen (14) calendar days prior

to scheduling CTO. The appointing authority will schedule the CTO in conjunction with requested vacation time off or other regularly scheduled days off from work unless there is an operational necessity not to do so.

i. 7/12 Work Schedule:

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

6.9 POLICY FOR EQUITABLE DISTRIBUTION OF OVERTIME, STANDBY AND CALL-BACK TIME

a. Purpose: This policy is established for fair distribution of overtime, standby and call-back time. The County reserves the right to waive this provision in emergency situations. Disputes over waiver of this policy may be resolved through the grievance procedure of this Agreement.

b. General Provision: Overtime work shall be distributed fairly insofar as possible among qualified employees engaged in the same activities or any one (1) class in accordance with the criteria established herein.

c. General Factors for Determination of Qualifications: The County shall determine which employees are qualified for overtime based on the following factors:

- (1) Employee class
- (2) Job location
- (3) Experience related to task for which overtime is required
- (4) Physical qualification required to perform the work
- (5) Project assignment
- (6) Shift
- (7) Completion of started assignment
- (8) Emergency
- (9) Desire to work overtime
- (10) Employee availability

d. Practice: On each occasion, the overtime assignment shall be offered to the appropriately qualified employee based upon the above factors. If that employee is unable to work, the assignment may be offered to other appropriately qualified employees. The supervisor shall make a reasonable effort to get a qualified volunteer to

work the overtime, if no qualified employee volunteers, the supervisor shall decide who shall work.

6.10 CALL-BACK AND STANDBY ASSIGNMENTS

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

b. The employee who performs emergency work on standby duty shall be compensated therefor as overtime worked. A minimum of two (2) hours overtime compensation per shift shall be paid an employee who is called in from standby in addition to standby pay.

c. Any employee called in to work shall be compensated at the overtime rate established for the job class in the following manner:

- (1) Office/field work – for overtime work which requires the employee to come to the office site or conduct a field visit due to an emergency, the employee shall be paid a minimum of two (2) hours overtime compensation.
- (2) Non-office/non-field work – for overtime work which does not require the employee to come to the office site or conduct a field visit due to an emergency but is conducted, for example, by telephone from the employee's residence, the employee shall be paid based on the actual hours worked.

d. An employee on standby who is called to work prior to his/her regular shift shall be compensated at the overtime rate beginning at the time the employee is called to work and ending at the start of his or her normally scheduled workshift.

6.11 COURT TIME

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

b. If an employee is called into court two (2) hours or less prior to start of shift, that employee will be entitled to two (2) hours at the overtime rate.

c. An employee on his/her off duty hours or day off who is appearing on more than one (1) case within a four-hour time period beginning with the first appearance shall receive the minimum four (4) hours overtime compensation for only the first appearance; any other appearance(s) within the same time frame will not be compensated except for those portions of subsequent appearances which continue beyond the initial four-hour

period. Where appearances on the same day are separated by four (4) or more hours, the employee shall be compensated a minimum of four (4) hours at the overtime rate for each appearance.

d. An employee called into court while on their own off-duty time shall be compensated at the time and one-half rate from the time of the scheduled appearance until he/she is released. This overtime compensated period includes any recesses or meal periods called by the court. (This means no unpaid lunch periods shall be required to be deducted from the total court time overtime compensation.)

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

- (1) The employee shall receive no compensation if notified that the subpoena or appearance is canceled before 5:00 p.m. of the workday or court day immediately preceding the appearance.
- (2) The employee shall otherwise receive two (2) hours compensation at the overtime rate if the subpoena or appearance is canceled after 5:00 p.m. of the workday or court day immediately preceding the scheduled appearance but before the time of such appearance, provided:
 - (a) Between 5:00 p.m. of the day immediately preceding the appearance and 8:00 a.m. of the day of the appearance, the employee's name appears upon a recorded telephone answering device which can be called by the employee during those hours to find out about the cancellation of the subpoena or appearance. (A copy of the tape shall be maintained by the Sheriff's Department Court Liaison Officer for thirty (30) calendar days following the date the name was placed on the tape.)
 - (b) After 8:00 a.m. but before the scheduled appearance, the employee contacts the Sheriff's Department Court Liaison Office to determine if the subpoena or appearance has been canceled.
- (3) If the employee has complied with e.(2), (a) or (b), and is informed at the time of compliance that the appearance is yet required, and subsequent to that confirmation is informed that the appearance is canceled, the employee may be compensated two (2) hours at the overtime rate.
- (4) If after complying with e.(2), (a) or (b) above, but prior to the time of appearance, the employee is ordered to standby for appearance by the Court Liaison Office, the employee may, at the employee's option, either standby as provided in Section 6.11, or may appear and standby at the court for overtime compensation as provided elsewhere in this Agreement. The employee shall not be entitled to

standby pay for the same time period in addition to appearance pay or the cancellation pay as provided in e. above.

- (5) Employees eligible for two (2) hours cancellation pay as in Subsection e.(3), shall receive two (2) hours overtime compensation for each such canceled appearance, providing he or she is not otherwise compensated during that same four-hour time period.
- (6) When notified by the Court Liaison Office that a trial has been rescheduled to another date, the effect shall be, for purposes of this section, that a new subpoena has been issued.

6.12 MENTAL HEALTH DIVISION AND SACRAMENTO COUNTY MENTAL HEALTH TREATMENT CENTER LABOR-MANAGEMENT COMMITTEE

a. To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, the parties shall meet as a joint Labor-Management Committee to discuss common concerns. The Committee shall consist of two (2) employee representatives appointed by the Union, plus Union staff, and an equal number of management representatives. Employees shall suffer no loss of compensation as a result of participation in the Joint Labor-Management Committee meetings. The two (2) employee representatives, if on County time, shall not be from the same workshift unless approved by management.

b. The Committee will meet on a quarterly basis (or as otherwise arranged) with the Union providing a proposed agenda one (1) week in advance of the agreed upon meeting date.

c. The subjects discussed at the Labor-Management meeting must relate to mutual concerns of the employees and management. The discussions shall not be for the purpose of discussing pending grievances or for collective bargaining.

d. The composition and scope of this Committee may be changed by mutual agreement of the Union and the County.

6.13 9/80 WORK SCHEDULES

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

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

- (1) For these employees, the 9/80 work schedule is a schedule which during one (1) week of the biweekly pay period the employee is scheduled to work four (4) nine-hour workshifts for a total of thirty-six

(36) hours, and during the other week of the pay period, is scheduled to work four (4) nine-hour workshifts and one (1) eight-hour workshift.

- (2) For those 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. (1) above. This redesignated workweek must be in writing and specifically state the day of the week and time of day that the workweek commences and the effective date of the redesignated workweek. This must be completed and approved prior to the employee working the 9/80 schedule, and be filed in the employee's personnel file. This redesignated workweek must be changed prior to the employee altering the day of the week or time of day that the eight-hour workshift occurs; the redesignated workweek must always commence during the middle of the eight-hour workshift. This redesignated workweek must also be changed back to the standard Sunday through Saturday workweek upon the employee moving off of the 9/80 work schedule.

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

d. Employees working a 9/80 schedule shall take an unpaid meal period in the middle of their nine-hour and eight-hour workshifts, or between the two (2) four-hour workshifts, consistent with Section 6.3. Employees may receive one (1) rest period during the first half of the employee's nine-hour or eight-hour workshift and one (1) rest period during the second half of the nine-hour or eight-hour workshift, consistent with Section 6.4. Employees who work two (2) four-hour workshifts may receive one (1) rest period during each four-hour workshift.

e. An employee shall be granted a holiday that falls on the employee's scheduled eight-hour workshift. If the holiday falls on the scheduled eight-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 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 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).

6.14 ON-CALL SHIFT CANCELLATION AND NOTIFICATION

- a. When an on-call employee is scheduled to work a shift and is subsequently not needed
- b. to work, the Department shall notify the employee using the contact information provided by the employee at least two (2) hours prior to the start of the scheduled shift.

b. Employees who are not contacted by the Department, show up at the scheduled work time/place and are informed they are no longer needed to work, shall be compensated with the (2) hours of pay.

c. Employees shall be responsible for maintaining current contact information with the Department.

6.15 7/12 WORK SCHEDULE

a. Employees may be assigned by the County to a work schedule consisting of seven (7) workdays of twelve (12) hours each during a biweekly pay period. During one (1) week of the biweekly pay period, employees will work three (3) workdays of twelve (12) hours each, and during the other week, they will work four (4) workdays of twelve (12) hours each. The 7/12 workweek shall be redesignated so that the week commences in the middle of the last twelve-hour workshift in the four-day workweek and ends the following week on the same day and time, a period of seven (7) consecutive twenty-four hour periods.

b. Employees who work in excess of forty (40) hours per workweek shall be paid overtime or receive compensating time off as stated in Section 6.8-i.

c. The 7/12 work schedule consists of eighty-four (84) hours per pay period. The additional four (4) hours above the standard forty-hour workweek shall be considered as overtime as provided in Section 6.8-i.

d. The four (4) hours of overtime described in Section 6.15-c. shall be treated as overtime for all purposes and shall not be a factor or credit for purposes of step advancement, paid leave accruals, seniority, or any other benefit towards which overtime work is excluded in the benefit calculation. No provision of this Agreement shall be interpreted in a manner which gives the employees assigned to the 7/12 schedule greater compensation or a larger monetary benefit than that same benefit as applied to employees assigned to the five-day/eight-hour schedule and the four-day/ten-hour schedule.

e. For training purposes, an employee's 7/12 workweek schedule may be modified to a schedule combining both the eight-hour workday and the twelve-hour workday. An example of such a combination could be the substitution of three (3) eight-hour workdays for two (2) twelve-hours workdays. In such cases, the employee shall be provided five (5) days' notice. Any change in the 7/12 workweek schedule for training purposes is not intended to modify the workweek to less than eighty (80) hours in the biweekly pay period.

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

g. It is also understood that the County's payroll system is not designed to handle the 7/12 work schedule as set forth in the Agreement. Therefore, it is understood that employees on the 7/12 schedule may be given instructions to complete their time sheets in a manner to provide them the correct gross pay, even though the procedure utilized may not be accurate per the time sheet categories or would be a procedure not allowable for any other employee not on the 7/12 schedule.

h. Employees on the 7/12 work schedule shall terminate all off-duty employment a minimum of twelve (12) hours prior to the start of their regular shift.

i. Meal Periods: Employees working a 7/12 schedule normally will take a half-hour meal period in the middle of their twelve-hour workshift. Employees may receive one (1) rest period during the first half of the employee's twelve-hour workshift and one (1) rest period during the second half of the twelve-hour workshift.

j. Holidays: If a holiday falls on the scheduled twelve-hour workshift, four (4) hours must be taken off as leave first from accumulated compensating time off, and second from holiday in lieu or accumulated vacation time; and, if there are no leave balances, then leave without pay. If the holiday falls on an employee's scheduled day off, the employee shall accrue eight (8) hours compensating time off.

k. Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on a scheduled twelve-hour workshift shall result in the deduction of twelve (12) hours from the employee's accrued leave balances.

l. Notwithstanding any other provision of this Agreement, the County shall have in its sole discretion the right to discontinue the 7/12 work schedule. The County shall give the Union two (2) pay periods written notice of the cancellation of the 7/12 work schedule. The Union may discuss with the County the discontinuance of the 7/12 work schedule, but the County shall not be obligated to meet and confer over such discontinuance, nor shall the decision to discontinue the 7/12 work schedule be subject to the grievance and arbitration procedure set forth in Article V.

ARTICLE VII SALARIES

7.1 SALARY INCREASES

a. Fiscal Year 2013-14: No salary increase.

b. Fiscal Year 2014-15: Effective the first pay period after approval of this MOU by the Board of Supervisors, but not sooner than the first pay period of July 2014, salaries shall be increased based on the average percent year-to-year change in the Consumer Price Index (United States City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2014, rounded to the nearest one tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) or more than four percent (4%).

c. Fiscal Year 2015-16: Effective the first period of July 2015, salaries shall be increased based on the average percent year-to-year change in the Consumer Price Index (United States City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2015, rounded to the nearest one tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) or more than four percent (4%).

d. Fiscal Year 2016-17: Effective the first pay period of July 2016 salaries shall be increased by four percent (4%).

e. Fiscal Year 2017-18: Effective the first pay period of July 2017, salaries shall be increased based on the average percent year-to-year change in the Consumer Price Index (United States City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2017, rounded to the nearest one tenth of one percent (1/10%); provided, however, such increase shall not be less than two percent (2%) or more than five percent (5%).

7.2 BILINGUAL PAY

a. An employee who is in a selectively certified position or a special class, either of which requires that the employee utilize bilingual skill or knowledge of a specified culture, shall be entitled to bilingual-cultural pay as provided in this section.

b. Other employees shall be approved for bilingual-cultural pay if:

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

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

d. Employees who qualify pursuant to the above shall be paid effective the first pay period after the approval of this MOU by the Board of Supervisors, \$.50 (fifty cents) differential per paid hour per pay period for oral and/or written skills.

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

7.3 CALCULATION OF SALARY INCREASES

a. All salary increases provided for by this Agreement shall be calculated at Step "9."

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

7.4 SALARY ADMINISTRATION

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

b. Reemployment: Any person appointed in accordance with the rule governing reemployment following layoff shall receive compensation and benefits as though he or she had been on leave without pay.

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

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

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

f. Transfer: Upon transfer an employee shall receive the same step in the new range as he or she received in the former range. For purposes of this provision, a transfer is a change between classes where the maximum salary rate of the class to which transfer is made is less than 5% higher or is less than 5% lower.

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

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

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

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

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

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

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

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

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

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

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

(1) Effective October 8, 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 below, any person appointed to a class shall receive the entry step of the range of such class and shall accrue other benefits as a new employee.

(2) Transition of employees in salary steps "2," "3," and "4"

(a) Effective October 8, 2000, employees in salary Steps "2," "3," and "4" shall be moved as follows:

- (i) Employees in salary Steps “2” and “3” will be moved to salary Step “5” with no change in salary step increase date.
- (ii) Employees in Salary Step “4” will be moved to salary Step “6” with a new salary step increase date of October 8, 2000.

7.5 ON-CALL POLICY

- a. It is the policy of the County to provide necessary employment information to on-call employees. The appointing authority shall determine and, if necessary, provide employment information such as work locations, names of supervisors and other information about County employment to each on-call employee.
- b. As an incentive to recruitment and retention, on-call employees in the class series of Activities Therapist, Cook I & II, Dental Hygienist, Dietitian, Food Service Worker, Licensed Vocational Nurse, Licensed Vocational Nurse- D/CF, Medical Assistant – Level I/II (including special skills classes), Mental Health Counselor, Mental Health Worker, Mental Health Worker- Licensed, Nutrition Assistant – Level I/II (including special skills classes), Occupational and Physical Therapist (PHC), Pharmacy Technician I/II, Physician Assistant, Radiologic Technologists, Senior Mental Health Counselor, and Senior Pharmacy Technician shall be hired at Step “7” or above. Pharmacists shall be hired at Step “8” or above.
- c. Employees who are hired at Step “7” or above as on-call employees may be hired at the normal entry step (usually Step “5”) or above, in accordance with County policies and procedures, if appointed to a permanent position, subsequent to their on-call status.
- d. On-call employment, up to twenty-six (26) biweekly pay periods of full-time service, or the equivalent, shall be considered as eligible service for a step increase for an on-call employee who is appointed to a regular position without a break in service. Such on-call employment shall be subject to other provisions of this Agreement governing step increases.
- e. On-call employees shall receive one (1) salary step increase after completion of 4,160 hours of work commencing from January 1, 2000.
- f. The County may compensate an On-Call Dental Hygienist at an hourly rate not to exceed 20% above Step 9 of the salary range for Dental Hygienist.

7.6 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/her step increase date.

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

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

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

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

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

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

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

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

7.7 MULTI-LEVEL SALARY CLASSIFICATIONS

a. The salary level at which initial appointments are made to classes with more than one (1) salary level, and advancement from the lower to the higher salary level of such classes (for example, from Level I to Level II) are at the discretion of the appointing authority provided the minimum qualifications as stated in the class specifications as adopted by the Civil Service Commission are met. Advancement from the lower to higher salary level shall not be arbitrarily or capriciously denied.

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

7.8 CORRECTIONAL RECRUITMENT INCENTIVE

Employees in the classes of Physician's Assistant, Licensed Vocational Nurse, Detention/Correction Facility, Medical Assistant, and Public Health Aide shall receive a

15% differential for the purpose of recruitment and retention. Employees in the classes of Pharmacist and Pharmacy Technician who are assigned on a permanent basis to work in a correctional facility shall also be eligible for this differential.

7.9 PAY DIFFERENTIAL FOR ACTING LEADWORKER/SUPERVISOR

a. The purpose of this provision is to permit compensation of an employee who is properly assigned in writing to perform the significant duties of a leadworker/supervisory position for relief necessitated by a temporary vacancy caused by the incumbent's absence or pending the filling of a vacant position. This differential shall not apply to any employee who has leadworker or supervisory responsibilities as a regular duty within their class specifications.

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

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

c. The five (5) percent differential shall cease (1) when the absent incumbent returns to duty, (2) when the vacant position is filled, or (3) when the assignment is terminated by the appointing authority, whichever occurs first. However, under no circumstance may any temporary assignment continue nor is any compensation authorized in excess of sixty (60) workdays, unless so authorized in writing by the Director of Personnel Services, in which case an additional fifteen (15) workdays may be authorized. The purpose of the fifteen (15) workday extension is to allow the necessary time to make a civil service appointment to the vacant position.

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

7.10 SHIFT PAY

a. PM Shift: An employee shall receive PM shift differential pay if one-half or more of their work period is after 4:00 p.m. PM shift differential pay shall be 7.5% of the employee's hourly rate.

b. Night Shift: An employee shall receive night shift differential pay if one-half or more of their work period is after 12 midnight or before 8:00 a.m. Night shift differential shall be 10% of the employee's hourly rate.

c. Weekend Shift: A Licensed Vocational Nurse, DCF, shall receive weekend shift differential pay for hours worked on Saturday and Sunday, except in the case of a night shift, it means Friday and Saturday. Weekend shift differential shall be \$1.00 per hour.

7.11 BOYS RANCH DIFFERENTIAL

Regular employees assigned to the Boys Ranch shall receive a differential of five (5) percent of the employee's hourly rate.

7.12 PAYROLL ERRORS

a. This provision applies when the Director of Personnel Services determines that an error has been made in relation to the base salary, overtime cash payment, or paid leave accruals, balances, or usage. 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 underpayment, reimbursement shall be made by the County to the employee. If the error has resulted in an overpayment, the

employee shall reimburse the County, in the overpayment amount which has occurred within one (1) year prior to the date of the initial written notice to the employee.

- (1) In the case of overpayment, reimbursement of the overpayment shall be made through one (1) or a combination of the following methods, as determined by the policies and procedures of the Director of Personnel Services:
 - (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). If the balances are not sufficient to cover the overpayment, payroll deduction of the overpayment from the employee's future salary shall be made in installments until the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge against future accruals shall not be permitted.
 - (c) Installments through payroll deduction to cover the same number of pay periods over which the error occurred. If the installments exceed 10% of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least 10% of the employee's base salary including incentives, et cetera.
- (2) In the case of an underpayment the County will expedite reimbursement to the employee via an in-lieu warrant, a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
- (3) An employee whose employment 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 Director's initial written notice to the employee, shall be deemed waived and not reimbursable.

d. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous Agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified

by the provisions of this section; nor 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 of past overpayments or other losses which result from errors involving other matters, such as insurance, retirement, social security and court-ordered payments.

7.13 PHARMACIST LEADWORKER DIFFERENTIAL

A Pharmacist assigned in writing to leadworker responsibilities on a regular basis for other Pharmacist or pharmaceutical support positions shall receive a differential of five (5) percent of the employee's pay.

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) Such holidays shall include:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Day	December 25

(2) Contingent upon agreement with all recognized employee organizations, the above schedule will be modified so that Lincoln's birthday will be combined with Washington's birthday and observed as a President's Day to occur on the third Monday in February. In exchange, Cesar Chavez' birthday will be added as a holiday with observance occurring on the last Monday in March.

- (3) When January 1, February 12, 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.
- (4) When January 1, February 12, July 4, November 11 or December 25 holidays fall on Saturday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the preceding Friday as a holiday with pay.

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

c. 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 employee's 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 up to a maximum of 104 hours. Cash shall be paid for such holiday-in-lieu hours accrued above the maximum 104-hour limit.

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

e. Regular employees whose weekly two (2) days off are other than Saturday and Sunday, and who are not covered by Subsection c., shall receive holiday time off the same as regular employees whose days off are Saturday and Sunday.

f. When an employee gives adequate advance notice, the County will make reasonable accommodations, by rescheduling working hours or releasing from work without pay, to allow the employee to observe the Sabbath or other special religious holidays, except under circumstances when such accommodations would unduly interfere with County operations. Such release time may be charged to vacation or compensating time off if requested by the employee.

8.2 HOLIDAY WHILE ON VACATION

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

8.3 HOLIDAY IN-LIEU TIME SCHEDULING

The appointing authority shall schedule time off to which an employee is entitled as compensating time off pursuant to Subsection b. of Section 6.8 or as an in-lieu holiday pursuant to Subsection b. of Section 8.1 in accordance with the needs of the department. At the discretion of the appointing authority, in-lieu holiday time off may be scheduled to be used either on a regular monthly basis or may be accumulated and used in a manner substantially the same as the accumulation and use of vacation credit pursuant to Section 9.3.

8.4 CHRISTMAS EVE AND NEW YEAR'S EVE

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

ARTICLE IX LEAVES

9.1 LEAVE OF ABSENCE

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

9.2 MATERNITY LEAVE OF ABSENCE

Leave of absence without pay shall be granted to an employee who is temporarily disabled due to pregnancy and who has exhausted all accrued leave and compensatory time off for which she is eligible, in accordance with County leave policy and State and Federal laws.

9.3 VACATION

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

b. Upon proper application by an employee, and with the approval of the employee's appointing authority, the Board of Supervisors may authorize the accrual, in appropriate circumstances, of more than the number of hours specified in this section.

c. Consistent with the requirements of the department as determined by the appointing authority, accrued vacation time may be taken by each employee during the first six (6) months of employment. After six (6) months from the date of hire, the procedures as set forth in Subsections e. through m. below shall apply. An employee who separates or is terminated from County service or who takes military leave in excess of one hundred eighty (180) calendar days shall be paid the monetary value of his/her full terminal vacation regardless of the length of service.

d. Whenever possible, vacations shall be granted at the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the appointing authority may place reasonable seasonal or other restrictions on the use of accrued vacation.

e. It is recommended that supervisors prepare and post for their organizational units a tentative schedule at the beginning of the calendar year, for the entire year, of available vacation periods. Supervisors shall gauge their unit's workload to maintain efficient staffing.

f. Each employee shall indicate by order of preference the vacation period(s) desired. If an employee requests that a vacation be taken in two (2) or more non-continuous periods, his or her seniority within current classifications shall apply to one (1) continuous period as the first choice of vacation periods requested. Seniority shall be exercised only once by each employee in each successive round of choice of vacation periods. The next senior employee shall have the next choice, and so forth. Seniority shall be applied to second and subsequent choices.

g. The supervisors shall review these requests, resolve any conflict in favor of employees with the greater seniority within current classification, and recommend the completed schedule to the appointing authority or his designee. The supervisor shall attempt to approve or disapprove the time off for vacation requests as soon as possible. After the vacation schedule has been approved by the appointing authority, an employee promoted into or transferred into a unit may not "bump" another employee's previously scheduled vacation period without that employee's consent.

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

i. 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.

j. All employees shall accrue vacation and accumulate vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Biweekly Accrual Rate</u>	<u>Approximate Number Annual Days*</u>	<u>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			

k. Employees who reach their vacation maximum accrual rate shall cease accruing vacation leave until the balance is reduced below the vacation maximum accrual rate.

9.4 SICK LEAVE

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

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

- (1) A regular employee may use sick leave for personal purposes or family purposes as provided in this section.
- (2) For personal purposes, 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.
 - (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 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. The length of such absence shall be limited by the appointing authority to the time reasonably required to either provide care or to make other arrangements for such care.
 - (b) 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.
 - (c) To transport an eligible family member to and from a local hospital for medical treatment or operation, including childbirth.
 - (d) To attend, at any location, during serious medical treatment or operation, including childbirth, performed upon an eligible family member.
- (4) The appointing authority may require reasonable substantiation of the need for, and use of, sick leave.

9.5 BEREAVEMENT LEAVE

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

- (1) spouse
- (2) registered domestic partner
- (3) child
- (4) child of registered domestic partner
- (5) parent
- (6) grandparent
- (7) 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.

9.6 MILITARY LEAVE

Employees shall be granted military leave as required by statute.

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 shall elect either:
- (a) Retain any Workers' Compensation Benefits received during the pay period and receive full pay. The employee shall use their accrued sick leave, vacation CTO and HIL on an hour-for-hour basis to cover all hours the employee is absent from duty due to the work-related disability during the applicable pay period. Or,
 - (b) Retain any Workers' Compensation Benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the Workers' Compensation Benefits added together are equivalent to the employee's full pay. The employee shall use their accrued sick leave, vacation, CTO, and HIL in an amount equal to one-half of the number of hours the employee was absent from work during the pay period due to the work-related disability. If, however, the amount of the Workers' Compensation Benefits is subtracted from the employee's full pay for the time off due to the disability, and the remainder is less than one-half of the amount of such full pay, then only the number of leave balance hours necessary to equal that remainder shall be charged.
- (3) The choice of either (2)(a) or (2)(b) above shall be an irrevocable choice for the duration of the disability leave resulting from the work-related injury. However, if the employee returns to work for a period of at least thirty (30) calendar days, the employee may again elect to choose either option b.(2)(a) or b.(2)(b) for any subsequent disability leave taken as a result of (or relating to) the same injury.

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

9.8 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.

9.9 JURY DUTY

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

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

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

9.10 UNION BUSINESS

a. An employee who is elected or appointed to Union office, or is selected for regular employment with the Union, may be granted a leave of absence from the County without pay for a one-year period. Subsequent applications for additional one-year periods may be granted subject to the needs of the County. Upon request of the Union, one (1) employee from all units represented by the Union shall be granted a leave of absence to serve as AFSCME Union representative for up to the term of the Agreement.

b. An employee who is elected or selected by the Union, upon written request of the President of the Union, may be granted an excused absence without pay for a period of time sufficient to attend conferences, conventions, or special training schools.

c. Each calendar year officers and/or stewards may be released from work for not more than a calendar year total of twelve (12) hours each without loss of compensation, to attend meetings of the Union/Stewards Council to cover such Union/Management items as proper grievances, application of rules and regulations, and Union Steward training. The County shall release officers and/or stewards to attend the training sessions except that they may be held on the job in the event of an emergency. The Union shall notify the County reasonably in advance of the training session.

d. The Union agrees to reimburse the County for all Union leave pursuant to Section 2.18, Union Leave Reimbursement.

9.11 TIME OFF FOR PROMOTIONAL EXAMINATIONS AND TRANSFER INTERVIEWS

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

b. Whenever an employee has an appointment to appear for a transfer interview, the employee shall be released from duty without loss of compensation while

being interviewed during normal work hours. Every effort should be made to schedule transfer interviews at times that minimize interference with County operations.

c. Transfer bids submitted pursuant to this Section shall not be arbitrarily or capriciously denied.

9.12 ASSIGNMENT OF LEAVE FOR CATASTROPHIC ILLNESS AND OTHER PURPOSES

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

9.13 PARENTAL LEAVE

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

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

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

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

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

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

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

9.14 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 workday.

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

c. Any regular County employee who qualifies and is approved for the County Employees as Volunteer Poll Workers Program will receive his/her regular pay while on paid leave from County employment for one (1) regularly scheduled workday that falls on the day of the election and for such leave time prior to the election as is necessary,

including travel, to attend the required Poll Worker Training during the employee's work hours. No overtime or compensatory time shall be earned or accumulated during such paid leave.

9.15 WELLNESS INCENTIVE PROGRAM

a. The County shall continue the 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 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 twenty-six week period from Pay Period #1 through #13, and from Pay Period #14 through #26. Any employee on an unpaid leave of absence during a portion of the designated twenty-six week period is excluded for that time period. Any employee during the designated twenty-six week period who receives pay pursuant to Labor Code Section 4850 or who receives SDI integration pursuant to Section 10.4 or who selects the disability leave option pursuant to 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 twenty-six week time period is excluded for that time period.

c. Part-time regular employees who work forty (40) or more hours per pay period shall be eligible to participate in the 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 nine (9) hours. 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 six (6) 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 Incentive Program as outlined above.

9.16 ADMINISTRATIVE LEAVE TIME

a. Effective the first pay period after approval of this MOU by the Board of Supervisors, but not sooner than the first pay period of July 2014, each

employee shall, one time only, be granted a 40 hour bank of Administrative Leave Time (ALT).

b. ALT shall have no cash value and may not be cashed out. If an employee terminates employment with the County, any ALT remaining in the bank shall be surrendered with no value to the employee.

c. ALT shall be used in the same manner as Vacation Leave.

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-six (26) years of age.

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. The County insurance contribution shall be \$826.90, as well as entitlement to cash back, cash back maximums, plan selection incentive and FICA reductions, if applicable. This County contribution arrangement shall be henceforth referred to as Tier A. Employees in Tier A shall remain in this tier unless they voluntarily elect to move to Tier B. Such election by an employee to move to Tier B shall be irrevocable once made.
- b. Tier B: The County shall provide an insurance contribution, henceforth known as Tier B, for employees starting employment with the County on or after January 1, 2007, and employees who were in Tier A and have voluntarily elected to participate in Tier B. The County contribution shall be reset annually on January 1 of each year. The County contribution amount shall be 80% of the premium amount for the health plan and level of coverage selected provided, however, that the maximum amount of the contribution shall be 80% of the premium amount for the least expensive, full coverage HMO health plan option offered by the County, for the level of coverage selected by the employee. The employee shall pay through payroll deduction any additional premium not paid by the County contribution that is required for the plan option and level of coverage selected by the employee, or the default coverage if the employee did not select another plan or waive coverage as specified under the provisions of this Agreement.
- c. 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) Coverage Levels. Status quo shall continue for employees desiring coverage under the County medical insurance plans. Employees may elect coverage under one (1) of the following levels:
- (a) Employee only
 - (b) Family

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

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

10.3 RETIREE HEALTH SAVINGS PLAN

The County shall continue a retiree health savings plan (RHSP) by contributing an amount of \$25.00 to the employee's RHSP each biweekly pay period.

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 three (3) times their annual salary to a maximum of \$500,000 of provided and purchased life insurance. Premium rates for these supplemental options

shall be determined by the County based on the quotation from the insurance carrier selected by the County to provide the life insurance.

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

e. 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.

f. 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 as allowed by law up to \$5,000. 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, at employee cost, for employees in classes covered by this Agreement.

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 Agreement 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 whether the employee continues to receive State Disability Insurance payments, once all County paid leave balances are exhausted, County compensation shall cease unless the employee returns to work.
- (6) The County shall continue its contributions towards the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods which include County payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain medical insurance coverages when County contributions cease.
- (7) Eligible part-time employees shall be included in this program on a prorated basis.

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

10.9 JOINT LABOR-MANAGEMENT HEALTH AND WELFARE COMMITTEE

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

10.10 HEALTH CARE REOPENER

a. The parties recognize that during the term of this Agreement, it may be necessary for the County to reopen this Article for the exclusive purpose of negotiating health benefit changes. Where the County finds it necessary to make such changes, anytime between January 1, 2015 and December 31 2016, one time only, the County shall notify AFSCME in writing. AFSCME shall request to meet and confer over any proposed changes within ten (10) working days. The parties agree to meet and confer in good faith pursuant to GC3500 et. seq. It is the intent of the parties to utilize this process to maintain to the extent permissible the health care benefits and coverage currently provided.

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

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

d. In an effort to resolve any impasse reached as a result of meeting and conferring pursuant to Subsection a. above, the County shall have the right to invoke mediation and/or fact finding (GC3500) prior to AFSCME exercising the right to strike in Subsection e.

e. In the event the parties fail to reach an agreement as a result of meeting and conferring pursuant to Subsection a. above, notwithstanding Section 4.2 (Strikes and Lockout) and subject to Subsection d. above, AFSCME reserves the right to strike.

ARTICLE XI RETIREMENT PLAN

11.1 RETIREMENT PLANS

The Tier 2 Retirement plan is recognized by the County and the Union as a County-wide issue having impact upon all County bargaining units. If modifications are proposed by the County during the life of the Labor Agreement, AFSCME, Local 146, shall be notified and shall have the right to meet and confer over any proposed modifications.

11.2 NEW EMPLOYEES' RETIREMENT BENEFITS

The County may elect that all new employees in the unit hired after July 1, 1979, shall have their final compensation of retirement benefits computed in accordance with Section 31462 of the County Employees' Retirement Law of 1937.

11.3 PARTICIPATION IN CAFETERIA PLAN

The County provides a cafeteria-type benefit plan for permanent and probationary employees which presently consists of dependent medical coverage and a dependent care assistance program. It is understood that any increased compensation costs resulting from the Union participation in the plan must be offset by reductions in salaries or other benefits.

11.4 DEFERRED COMPENSATION

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

11.5 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. 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.

d. Employees hired on June 27, 1993, or after, shall upon hire be placed into Tier 3.

11.6 RETIREMENT ENHANCEMENT FOR MISCELLANEOUS

a. Effective June 27, 2004, or sooner if agreement reached with all other recognized employees organizations representing miscellaneous members, the County will implement the 2% @ age 55-1/2 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 TIER 2 SERVICE TO MISCELLANEOUS 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 3 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 5 MISCELLANEOUS EMPLOYEE RETIREMENT

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

11.9 RETIREMENT CONTRIBUTIONS

a. Fiscal Year 2014-15: Effective the first pay period after approval of this MOU by the Board of Supervisors, but not sooner than the first pay period of July 2014, all employees will pay one-quarter of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

b. Fiscal Year 2015-16: Effective the first pay period of July 2015 all employees will pay an additional one-quarter of the difference, if any between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

c. Fiscal Year 2016-17: Effective the first pay period of July 2016, all employees will pay an additional one-quarter of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

d. Fiscal Year 2017-18: Effective the first pay period of July 2017, all employees will not pay more than 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

ARTICLE XII ALLOWANCES AND REIMBURSEMENT

12.1 UNIFORM ALLOWANCE

a. Regular, full-time employees who are required to furnish and wear uniforms in the performance of their duties shall be reimbursed four hundred dollars (\$400) per fiscal year, payable every six (6) months in arrears with second salary payment made in January and July. Regular, full-time employees who are eligible for a uniform allowance for less than the full six-month period shall receive a prorated payment based on paid regular hours, but not including overtime hours. Regular, part-time, on-call, and temporary employees who are eligible for a uniform allowance for less than the full six-month period shall receive a prorated amount based on paid regular hours, but not including overtime hours.

b. Regular, full-time employees in the classes of Laboratory Assistant, Laboratory Helper, Licensed Vocational Nurse, and Medical Assistant, as well as employees who are required to furnish and wear lab coats or smocks in the performance of their duties and do not receive a uniform allowance, shall be reimbursed three hundred dollars (\$300) per fiscal year, payable every six (6) months in arrears with second salary payment made in January and July. Regular, full-time employees who are eligible for this smock or lab coat allowance for less than the full six-month period shall receive a prorated payment based on paid regular hours, but not including overtime hours. Regular, part-time, on-call, and temporary employees who are eligible for a smock or lab coat allowance for less than the full six-month period shall receive a prorated amount based on paid regular hours, but not including overtime hours.

c. If the County provides uniforms, lab coats, or other protective clothing to the employees during the term of this Agreement, eligibility for the allowance shall be terminated.

d. The amount to be reimbursed in subsections a. and b. above shall be increased by twenty-five dollars (\$25) effective January 2018.

12.2 DAMAGED PROPERTY AND CLOTHING REIMBURSEMENT

a. The County shall reimburse employees represented by the Union for clothing and personal property damaged as a result of contact with detainees, patients, or clients, subject to the conditions identified herein.

b. Reimbursement is to cover the payment of costs for repair, replacement, or actual value of personal property of an employee, such as eye glasses, watches, or articles of clothing necessarily worn or carried by the employee, when such items are damaged during the performance of their job by contact with detainees, patients or clients.

c. Employees claiming reimbursement shall submit a written request for reimbursement in the form provided by the County to his/her supervisor.

d. Reimbursement shall not be made for damage resulting from acts of negligence or deliberate destructive acts on the part of the employee; or damage resulting from ordinary wear or tear incidental to normal use and employment.

e. Reimbursement shall not exceed the actual cost of the item or one hundred fifty dollars (\$150), whichever is less.

f. The appointing authority, or his/her designee, will review the claim for reimbursement and shall approve or disapprove the request.

g. Upon determination of approval or disapproval, the appointing authority shall advise the claimant in writing within thirty (30) days of submitting the claim and shall submit a claim to the Auditor's office for immediate payment.

h. In the case of reimbursement for eye glasses, contact lenses, hearing aids, prosthetic devices, or for any claim which exceeds one hundred fifty dollars (\$150), the appointing authority shall prepare a recommendation to the Director of Personnel Services or his/her designee, indicating the circumstances involved and the amount of reimbursement approved by the appointing authority. The Director of Personnel Services or his/her designee shall review to determine if payment in excess of one hundred fifty dollars (\$150) is appropriate and, if required, shall submit the recommendation for approval by the Board of Supervisors. The Director of Personnel Services shall endeavor to make their determination and their recommendation to the Board of Supervisors within thirty (30) days receipt of the claim and recommendation from the appointing authority.

i. The reimbursement amounts in subsection e. and h. above shall be increased by twenty-five dollars (\$25) effective January 1, 2018.

12.3 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.

12.4 MEAL REIMBURSEMENT DURING TRAVEL

Any employee who is ordered to or authorized to travel in the performance of duties shall be compensated for meals consistent with the policy of the Board of Supervisors.

12.5 MEALS AT THE SACRAMENTO COUNTY MENTAL HEALTH TREATMENT CENTER

All employees who are assigned to work at the Sacramento County Mental Health Treatment Center shall be permitted to purchase a meal at the Sacramento County Mental Health Treatment Center at a cost of \$1.25 per meal.

12.6 SACRAMENTO COUNTY MENTAL HEALTH TREATMENT CENTER RETENTION INCENTIVE

a. Regular full-time employees assigned to the Sacramento County Mental Health Treatment Center shall be eligible to receive a differential of 5.0% of the employee's hourly rate paid biweekly. Regular employees in the following classes shall be eligible to receive 7.5%:

Mental Health Worker – Licensed
Senior Mental Health Worker – Licensed
Mental Health Counselor
Senior Mental Health Counselor

b. Regular part-time employees who meet the above requirements shall be entitled to a pro-rata amount of this allowance.

12.7 REQUIRED HEALTH CARE EXAMINATIONS

All physical examinations and other health care examinations required by the County shall be paid for or furnished by the County.

12.8 KITCHEN/LAUNDRY INMATE SUPERVISION DIFFERENTIAL

Regular employees in the classes of Cook I, Cook II, Cook III, Baker, and Laundry Worker who are required by the County as their normal assignment to supervise the work of one (1) or more inmates or wards shall receive a 10% differential. On-call employees in the classes of Cook I and Cook II who are assigned to positions responsible for such supervision shall receive a 10% differential.

12.9 TRANSIT PASS

The transit subsidy shall be seventy-five dollars (\$75) per month.

12.10 LICENSING DIFFERENTIAL

All licensed Senior Mental Health Counselors will receive a differential of 5% of the employee's hourly rate paid biweekly.

ARTICLE XIII SAFETY

13.1 OBJECTIVE

The County and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. The County shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

13.2 SAFETY COMMITTEE

A safety committee consisting of three (3) employees designated by the Union and three (3) members designated by the County shall hold meetings quarterly, or at such other intervals as may be agreed upon by the Committee, such as after significant safety-related events, including workplace violence, security breaches, and medical errors etc. The Union may request the release of additional members to participate in the Committee depending on the expertise needed on a particular issue. The function of the Safety Committee shall be to advise County management concerning safety and health matters. In the discharge of its function, the Safety Committee shall consider existing practices and rules relating to safety and health, formulate recommended changes in existing practices and rules, and recommend adoption of new practices and rules.

13.3 PROTECTIVE DEVICES

Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the County in accordance with practices now prevailing or as such practices may be improved from time to time by the County.

13.4 SAFETY SHOES REIMBURSEMENT

a. When it is determined by the County that the wearing of safety shoes is required of certain employees, the County will provide an allowance of two hundred fifty dollars (\$250) per year for the purchase and maintenance of a prescribed shoe.

b. The prescribed shoe must meet the American National Standards Institute (ANSI) Standard Z41.1 Rating 75 and/or whatever local revisions the issuing Division or section may prescribe.

c. Employees receiving the allowance are required to wear the prescribed shoe whenever on duty.

d. Employees who are required to furnish and wear safety shoes in the performance of their duties shall be reimbursed as listed above, payable every six (6) months in arrears, the first biweekly pay period in January and July. Employees who are eligible for a shoe allowance for less than the full six-month period shall receive a pro-rated payment. Reimbursement shall be made separate from regular salary payment.

13.5 RAIN GEAR

The County shall provide adequate rain gear for all employees required by the County to work in inclement weather as a normal part of their job duties. The County shall replace such gear when no longer serviceable.

13.6 SAFETY GLASSES

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

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

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

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

13.7 RUBBER FLOOR MATS

The County will provide rubber mats at counter locations where there are concrete, hardwood or other types of inflexible flooring if the job required employees to spend significant time working at the counter.

ARTICLE XIV CAREER DEVELOPMENT

14.1 EDUCATION REIMBURSEMENT

The County will provide education reimbursement for education costs incurred by regular employees who apply for such reimbursement in accordance with the policies and procedures governing the education reimbursement program. Effective the first pay period after approval of this MOU by the Board of Supervisors, the maximum reimbursement shall be fifteen hundred dollars (\$1,500).

The County will reimburse an employee, one time only for the cost of a County approved licensure preparation course. Reimbursement shall be paid upon submission of proof by the employee that the employee has earned the license.

14.2 CONFERENCE/EDUCATIONAL LEAVE/CONTINUING EDUCATION

a. It is the policy of the County to encourage staff development by allowing time off from work with pay for employees to attend workshops, training courses, seminars, and conferences directly related to employee's work assignment for the County.

b. This policy shall be in addition to present departmental policy regarding attendance at work-related workshops, seminars and conferences; that is, those workshops, seminars and conferences to which the employee is sent by the County at County expense.

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

- (1) The employee's request is to be submitted in writing sixty (60) days in advance whenever possible but, in any case, no less than twenty-one (21) days in advance.
- (2) A reasonable amount of time shall be allowed for travel to reach and return from the conference by the most cost-effective means. The County may authorize use of a County vehicle.
- (3) No overtime will be earned or claimed.
- (4) The County will notify the employee of the decision within twenty-one (21) days after the request is submitted whenever possible or at least within fourteen (14) days of the course when the employee's request is received twenty-one (21) days in advance of the course.

d. The County shall make a reasonable effort to grant requests by those employees who must meet continuing education requirements to maintain their certification, registration, or licensure.

14.3 LICENSED VOCATIONAL NURSES IN-SERVICE EDUCATION PROGRAM

a. The Department of Health and Human Services and Correctional Health Services, in accordance with its present policy for providing In-Service Continuing Education for County-employed Registered Nurses, will endeavor to provide the same continuing In-Service Education Program for regular County-employed Licensed Vocational Nurses.

b. Nurses who wish to attend In-Service Training courses shall submit to their supervisors such requests in writing at least one (1) week before the scheduled training session. All such requests for training shall be considered; however, approval for attendance may be withheld for valid work-related reasons.

14.4 LOCATION AND SHIFT BIDDING

a. Permanent employees in a class may submit bids for desired work locations or shifts to which positions in the class are assigned. Such bids shall be submitted to the department which employs the positions. The department shall retain such requests for at least one (1) year. The department will first consider seniority and may select from the bid requests when filling vacancies in such positions. Vacancies may be filled from civil service eligible lists, transfer, or reassignment if not filled from among those who bid.

b. Employees who have timely bid requests on file with the appropriate departments, as provided in Subsection a. above, shall be notified of vacancies when they occur at the requested worksites.

c. Employees who have submitted bid requests may be interviewed at the discretion of the appointing authority.

d. Bids submitted pursuant to this Section shall not be arbitrarily or capriciously denied.

14.5 OFFICE CLOSURE

In the event the County closes one (1) or more offices the County will endeavor to notify the Union, and will discuss with the Union, upon its request, the impact upon the wages, hours and working conditions of the affected employees in the Health Services bargaining unit.

14.6 AFFIRMATIVE ACTION COMMITTEE

AFSCME shall have the right to submit a nomination to the Board of Supervisors for consideration of appointment to a vacancy to the Affirmative Action Committee in one (1) of the four (4) positions authorized to be filled by recognized employee organizations as prescribed in Chapter 2.27.030, Subparagraph 3, of the County Code.

14.7 DEFERRED COMPENSATION - TEMPORARY EMPLOYEES

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

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

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

14.8 LICENSURE PREP COURSE

The County will reimburse an employee, one time only, for the cost of a County approved licensure preparation course. Reimbursement shall be paid upon submission of proof by the employee that the employee has earned the license.

ARTICLE XV PROBATIONARY PERIODS

15.1 PROBATIONARY PERIOD

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

b. Any former employee who had left County service and who held permanent status in a class at the time of resignation shall be required to serve the probationary period of any class to which he/she is reinstated if such reinstatement is to a permanent position.

ARTICLE XVI PERFORMANCE EVALUATIONS

16.1 PERFORMANCE EVALUATIONS

a. Annual performance evaluations are not mandatory but may be utilized at the discretion of the appointing authority.

b. Annual performance evaluations are used for employee development. Annual performance evaluations are designed to instruct employees as to how they may better meet their job objectives.

c. An employee who is evaluated shall be given an opportunity to read and sign formal performance evaluations prior to the placement of such material in the employee's personnel file. The employee shall receive a copy of the performance evaluation and shall have the right to discuss the evaluation with his/her supervisor as well as to file written comments pertaining to the content of the evaluation within thirty (30) days of the employee's review.

d. On-call or provisional employees may request a performance evaluation after working six (6) months. Supervisors of on-call or provisional employees shall provide the performance evaluation within fourteen (14) calendar days of the employee's request.

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

ARTICLE XVII SENIORITY, LAYOFFS AND REEMPLOYMENT

DIVISION A APPLICATION-PURPOSES-RIGHTS

17.1 PURPOSE

This article establishes layoff/reduction-in-hours in lieu of layoff procedures and reemployment/return rights. The decision to reduce the number of positions in a class in a department and the reasons for any such reduction shall be within the sole and exclusive discretion of the County. Additionally, the provisions of this article shall be construed to enable the County, at its sole and exclusive discretion, to establish a four-fifths time position in lieu of any deleted full-time position, in order to implement a reduction-in-hours in lieu of layoff of employees. However, the order of layoff/reduction-in-hours in lieu of layoff and the identity of those employees to be laid off/reduced-in-hours in lieu of layoff shall be governed by the provisions of this article. This article also establishes reemployment/return rights and the order of reemployment/return of employees who are laid off/reduced-in-hours in lieu of layoff and provides for the resolution of any dispute which might arise respecting the order of layoff/reduction-in-hours in lieu of layoff or reemployment/return of those employees who are laid off/reduced-in-hours in lieu of layoff.

17.2 DEFINITIONS AND INTERPRETATIONS

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

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

17.3 LAYOFF

a. When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in a department, the order in which employees will be laid off within each class which is affected by the layoff shall be based on seniority as provided in Section 17.5.

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

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

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

17.4 RIGHT TO DEMOTE

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

- (1) If there is only one (1) other lower salaried class within the department in which the employee formerly held permanent status, the employee shall be demoted to that class. If there is no vacancy in that class and the demoting employee has less seniority than all other employees within the department in that class, the demoting employee shall be laid off from that class and from employment.
- (2) If there are two (2) or more lower salaried classes within the department in which the employee formerly held permanent status, the employee shall be demoted to that class in which the employee formerly held permanent status which has the highest salary. If there is no vacancy in that class, and the demoting employee has less seniority than all other employees within the department in that class, the above process shall continue until the demoting employee either reaches a class within the department in which the employee formerly held permanent status in which there is a vacancy or in which the employee is not the least senior employee within the department in that class, or the employee is laid off from employment.
- (3) An employee who is least senior in a class in which there is no vacancy and to which an employee demotes from a higher class within the department shall be laid off from that class, and shall have

the same right to demote as does any other employee who is laid off.

- (4) An employee demoted under this procedure shall be deemed to have exercised the employee's right to demote and to have accepted each demotion, subject to the employee's right to resign from employment.
- (5) An employee who is demoted from a class in which the employee holds permanent status shall be deemed for all purposes to have been laid off from each class from which the employee subsequently demotes or is displaced, including classes which the employee passes through because of the absence of a vacancy and insufficient seniority to occupy a position.

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

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

17.5 SENIORITY

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

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

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

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

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

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

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

17.6 SENIORITY FOR SACRAMENTO MENTAL HEALTH CENTER EMPLOYEES

Employees at the Sacramento Mental Health Center who gained regular County civil service status on June 26, 1983, shall have that date as their official date of hire for purposes of salary step increases. For purposes of seniority, pursuant to Article XVIII of this Agreement, Employees at SMHC will be given service credit for up to one (1) year of time spent in continuous service with the Sacramento Mental Health Center, dating back to July 1, 1982. Ties among SMHC employees in the same class shall be broken on the basis of the earliest date of entry into continuous service with the Sacramento Mental Health Center, including continuous service when the facility was known as Live Oak.

17.7 VOLUNTARY REDUCTION-IN-FORCE

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

department who so volunteer in writing, shall be assigned to four-fifths time positions on the basis of seniority.

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

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

17.8 VOLUNTARY LEAVES OF ABSENCE FOR THE PURPOSE OF ACHIEVING REDUCTIONS

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

b. When notice is given under Section 17.7 of the County's decision to establish reduced-in-hours positions, regular employees in the class and department may request a leave of absence for the purpose of achieving reductions, if such request is made no less than seven (7) calendar days prior to the date the reduced-in-hours positions are effective. Subject to the provisions of Subsection b., employees in the class and department, who so volunteer in writing, shall be granted such leaves of absence on the basis of seniority.

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

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

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

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

- (1) Delete the vacant position;
 - (2) Retain the position without returning any four-fifths time employee to full-time employment and without making any appointment to that position;
 - (3) Retain the position and make an appointment to that position in compliance with Section 17.31. If there are no eligible employees available on the reemployment lists described in Section 17.31, the position shall be filled in accordance with other personnel rules;
 - (4) Reestablish a full-time position in lieu of the vacant four-fifths time position and make an assignment or appointment to that position in compliance with Section 17.31. If there are no eligible employees available on the return or reemployment lists described in Section 17.31 the position shall be filled in accordance with other personnel rules.
- b. With regard to a full-time position which becomes vacant, the County may:
- (1) Delete the vacant position;
 - (2) Retain the position without returning any four-fifths time employee to full-time employment and without making any appointment to that position;
 - (3) Retain the position and make an appointment to that position from the return to full-time employment list.

17.10 JURISDICTION

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

DIVISION B LAYOFF

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

a. Each employee subject to layoff/reduction-in-hours in lieu of layoff shall be given written notice of layoff/reduction-in-hours in lieu of layoff. The notice shall prescribe the effective date of layoff/reduction-in-hours in lieu of layoff. The written notice shall either be personally handed to the employee, delivered to his last known address, or mailed to the last known address if such address is a post office box number.

The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which he is assigned. The notice shall be deemed served on the date it is personally handed to the employee, or on the date it is left at his last known address, or on the date it is mailed to his last known address, as the case may be.

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

17.12 NOTICE TO UNION

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

17.13 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 17.13 through 17.23 shall apply to grievances concerning the validity or timeliness of service of notice of layoff/reduction-in-hours in lieu of layoff, the order of layoff/reduction-in-hours in lieu of layoff, or the identification of who is laid off/reduced-in-hours in lieu of layoff under the order of layoff/reduction-in-hours in lieu of layoff.

17.14 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, and asserting that an employee or employees have been not served with notice of layoff/reduction-in-hours in lieu of layoff, not timely served with notice of layoff/reduction-in-hours in lieu of layoff, misplaced within the order of layoff/reduction-in-hours in lieu of layoff, or incorrectly identified for layoff under the order of layoff/reduction-in-hours in lieu of layoff, in violation of the terms of this article.

17.15 TIME, PLACE AND MANNER OF FILING

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

b. All grievances on this subject shall be filed with the County's Director of Labor Relations not later than seven (7) calendar days following the alleged violation. Any grievance which is not received by the Director of Labor Relations within seven (7)

calendar days following the alleged violation shall be deemed invalid, null and void and a waiver of the employee's assert of his or her rights.

17.16 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.

17.17 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 18.17 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 previously named in a grievance, who the Union asserts has been not validly served with notice of layoff/reduction-in-hours in lieu of layoff, not served in a timely manner, misplaced within the order of layoff/reduction-in-hours in lieu of layoff, or incorrectly identified for layoff/reduction-in-hours in lieu of layoff under the order of layoff/reduction-in-hours in lieu of layoff. Any employee named in a timely grievance filed by the Union or a timely employee grievance, who is not so named in the complaint, shall be deemed to have been validly and correctly identified for layoff/reduction-in-hours in lieu of layoff under the order of layoff/reduction-in-hours in lieu of layoff.

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

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

17.18 ARBITRATION - SCHEDULING

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

17.19 CONSOLIDATION OF PROCEEDINGS

a. It is understood that the County is entering into this type of agreement with exclusive representatives of other representation units of County employees. The County Executive or his 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.

b. Consolidation shall be effected by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice shall designate the arbitrator for the consolidated hearing from among those specified in Section 17.20 a., or in the event of their unavailability, the arbitrator selected pursuant to Section 17.20b.

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

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

e. If the Union withdraws from a consolidated proceeding, the County shall 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 subsequently an 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, between the date of an arbitrator's decision on the Union's complaint and the date of an arbitrator's decision on the complaint which is the first one decided among those ordered to be consolidated.

17.20 APPOINTMENT OF ARBITRATOR

a. An impartial arbitrator shall be selected jointly by the parties from a list of nine (9) arbitrators provided by the State of California Mediation and Conciliation Service.

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

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

17.21 HEARINGS

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

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

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

17.22 QUESTIONS

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

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

17.23 DECISION

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

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing or hearings. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state the reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.
- b. The arbitrator shall not have jurisdiction or authority to order reinstatement, back pay or any other relief for any employee who is identified for layoff/reduction-in-hours in lieu of layoff in violation of the terms of this article, unless the employee has been identified in both a timely grievance and a timely complaint.
- c. The arbitrator shall not have jurisdiction or authority to revise the order of layoff/reduction-in-hours in lieu of layoff as to any employee except to the extent necessary to grant relief to an employee determined to have been assigned an improper order of layoff/involuntary reduction-in-hours in lieu of layoff alleged in both a timely grievance and a timely complaint.

- d. The arbitrator shall have authority, in the event of a determination that an employee incorrectly identified for layoff/reduction-in-hours in lieu of layoff in a timely grievance and a timely complaint, to order the reinstatement of such employee with back pay. For each employee so reinstated, the arbitrator shall determine and designate the employee currently working for the County who should have been identified instead, and shall order the layoff/reduction-in-hours in lieu of layoff of each such employee. The order of layoff/reduction-in-hours in lieu of layoff shall become effective fourteen (14) calendar days following service of the notice of layoff/reduction-in-hours in lieu of layoff which results therefrom pursuant to Section 18.12.
- e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff/reduction-in-hours in lieu of layoff of fewer personnel than ordered by the County to determine the number of personnel within each department who will be employed.
- f. The arbitrator shall have no authority to add to, delete, or alter any provision of this article, but shall limit his or her decision to the application and interpretation of its express provisions.
- g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by those interpretations.
- h. The decision of the arbitrator shall be final and binding as to all matters within his jurisdiction.

17.24 COSTS

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

DIVISION C REEMPLOYMENT

17.25 ENTITLEMENT

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

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

which the person was laid off pursuant and subject to the provisions set forth in this division.

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

17.26 TYPE OF POSITION

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

17.27 LIMITED-TERM

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

17.28 DEPARTMENTAL LISTS FOR RETURN TO FULL-TIME EMPLOYMENT

The County shall prepare a departmental list for return to full-time employment for each class in each department in which employees have been reduced-in-hours in lieu of layoff. All employees with permanent status in a class in a department who have been reduced-in-hours in lieu of layoff shall be added to the list for the class and department in which the reduction-in-hours occurs. Employees who have voluntarily been reduced-in-hours shall be placed on the return to full-time employment list as provided in Section 17.7.c. The order of employees on the departmental list for return to full-time employment shall be based upon seniority as provided in Section 18.6. Employees who acquire permanent status in the class subsequent to the effective date of their reduction-in-hours in lieu of layoff shall be added to the return to full-time employment list on the date they attain permanent status.

17.29 DEPARTMENTAL REEMPLOYMENT LISTS

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

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

17.30 COUNTY-WIDE REEMPLOYMENT LISTS

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

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

17.31 RETURN APPOINTMENT AND CERTIFICATION PRIORITIES

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

- a. Whenever a vacancy in a full-time position in a class in a department is filled, it may first be filled pursuant to the authority of Subsection 17.9 b. Otherwise, it shall be filled from the departmental return to full-time employment list for the class in which the vacancy exists and for the department in which the vacancy exists. Employees who have been reduced-in-hours in lieu of layoff shall be returned to vacancies in the order of the list. If the vacancy is not filled as provided in this subsection, then;
- b. The vacancy shall be filled from that departmental reemployment list for the class in which the vacancy exists and for the department in which the vacancy exists. Persons shall be appointed to vacancies in the order of the list.
 - (1) One (1) person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.
 - (2) A person to whom an appointment is intended to be offered may be

contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless the person has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to the person's last known address, and the person has failed to accept the appointment in writing within five (5) calendar days following the date of mailing of the notice.

- 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 for the class within the department in which the vacancy exists or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name shall be certified for vacancy in excess of one (1).
 - (1) For each person who declines an offer of appointment, an additional name shall be certified.
 - (2) A person on the County-wide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as is specified in Section 17.31 b. (2).
 - (3) If there are fewer than three (3) names on the County-wide reemployment list, a rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available.

17.32 REMOVAL FROM RETURN TO FULL-TIME EMPLOYMENT LIST

An employee shall remain on the departmental return to full-time employment list for a classification only as long as the employee retains employment in the reduced-in-hours position for that classification. Additionally, an employee shall be retained on the list, but not certified, as long as the reduced-in-hours position is voluntarily held (for example, the employee requests the reduced-in-hours position and is accepted pursuant to the provisions of Section 17.7). Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.

17.33 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS

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

- a. Upon the expiration of two (2) years (which shall be extended by mutual agreement via a side letter within six months of the two year limit) 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 (1) for which the list exists or which, at the time of appointment, is equal to or higher than the one (1) for which the list exists in salary when measured at the top step of the salary schedule; (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)
- c. Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Section 17.31 c. (2) except in instances where the person states in writing that he or she temporarily is medically incapacitated.
- d. In the event a person states in writing that he or she does not desire appointment from the list, or fails to file a written statement expressing his or her desire for appointment within five (5) calendar days following certified mailing to the person's last known address.

17.34 REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS

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

- a. Upon the expiration of two (2) years (which shall be extended by mutual agreement via a side letter within six months of the two year limit) 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 (1) for which the list exists or which, at the time of appointment, is equal to or higher than the one (1) for which the list exists in salary when measured at the top step of the salary schedule. (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)
- c. In the event a person states in writing that the person does not desire appointment from the list, or fails to file a written statement expressing the person's desire for appointment within five (5) calendar days following certified mailing, to the person's last known address.
- d. Removal from the departmental reemployment list. The removal shall be from that County-wide reemployment list for the class to which the departmental reemployment list applied.
- e. Except as provided in paragraph c. of Section 17.33, a person shall be

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

17.35 EFFECT OF REEMPLOYMENT

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

17.36 SERVICE OF REEMPLOYMENT LISTS

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

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

17.37 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 17.13 through 17.24 shall be applicable only to disputes arising under Division C of this article.

17.38 EXISTENCE, ORDER AND CONTENTS OF REEMPLOYMENT LISTS

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

b. No later than twenty (20) calendar days following each service of reemployment lists upon the Union, the Union shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list or return to full-time employment list required by this article, has established a reemployment list or return to full-time employment list prohibited by this article, the order of personnel contained on

any one or more of the lists violates the provisions of Sections 17.25, 17.26, 17.27, 17.28, 17.29, or 17.30 above, that personnel have been placed on a list in violation of said sections, or that personnel have been omitted from the lists in violation of said sections.

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

d. The grievance shall be filed with the County's Director of Labor Relations, and shall be received by the Director not later than twenty (20) calendar days following service of the lists pursuant to Section 17.36.

e. 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.

17.39 OTHER MATTERS

a. Except as to matters referred to in Section 17.38, the Union and any persons laid off from a class or reduced-in-hours in lieu of layoff in a class covered by this article shall be authorized to file a grievance alleging a violation of Sections 17.25 and 17.35.

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

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

17.40 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 17.37 and 17.38 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 employees who have been employed in violation of the provisions of this division relating to reemployment or the reduction-in-hours in lieu of layoff of any employee returned to full-time status in violation of the provisions of this division relating to return to full-time employment.

c. The County Executive or his 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.

17.41 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.

- a. The request for arbitration shall be in writing, and shall be filed with the Office of Labor Relations not later than ten (10) working 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 authority to waive the claims of persons who have filed grievances or others which it elects not to file. The failure to assert such claims shall be deemed to be a waiver of such claims and rights which is binding upon the Union, the persons who have filed grievances, and the personnel covered by this article.

17.42 ARBITRATION SCHEDULING

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

- a. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree, the arbitrator shall be appointed by the American Arbitration Association.
- b. Except as otherwise mutually agreed or otherwise provided, herein, the arbitration hearings shall be conducted in accordance with the rules of the American Arbitration Association.

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

17.43 DECISION

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

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.
- b. The arbitrator shall not have jurisdiction or authority to revise the order of either a County-wide reemployment list, departmental reemployment list or a departmental return to full-time employment list as to any person on such a list who has not been alleged in a timely grievance to have been placed in incorrect order thereon, except to the extent necessary to grant relief to a person determined to have been placed in incorrect order who was so alleged in a timely grievance.
- c. The arbitrator shall not have jurisdiction or authority to invalidate the employment of any person who has been reemployed from either a County-wide reemployment list or departmental reemployment list or to grant any relief to a person on such a list who should have been so reemployed or certified for appointment, except as to persons named in a timely grievance.
- d. The arbitrator shall not have jurisdiction or authority to invalidate the return to full-time employment of an employee who has been returned from a departmental return to full-time employment list or to grant any relief to any employee on such a list who should have been returned to full-time employment, except as to employees named in a timely grievance.
- e. The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit his or her decision to the application and interpretation of its express terms.
- f. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators and subsequent arbitrators shall be bound by the interpretations by prior arbitrators of the terms of this article.
- g. The decision of the arbitrator shall be final and binding as to all matters within his or her jurisdiction.

17.44 COSTS

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

DIVISION D MISCELLANEOUS

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

ARTICLE XVIII MISCELLANEOUS

18.1 AUTOMATIC RESIGNATION

a. If an employee fails to report to his/her worksite, and/or direct supervisor and has given no notification to the appointing authority, the employee shall be considered absent without leave. If an employee is absent without leave for five (5) consecutive workdays, such employee shall be required to submit a written statement to his/her appointing authority stating that he/she desires to retain his/her employment. If the employee fails to submit such a written statement to the appointing authority within two (2) workdays after notice has been served on the employee, such failure shall constitute an automatic resignation from County service.

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

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

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

- (1) If the employee makes satisfactory explanation to the appointing authority as to the cause of the employee's absence or failure to obtain leave therefore, and the appointing authority determines that he/she is ready, able and willing to resume the discharge of the duties of his/her position; or

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

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

18.2 LETTERS OF REPRIMAND

a. Each employee shall be given an opportunity to read and sign formal written letter of reprimand prior to the placement of such material in his or her personnel file. The employee shall receive a copy of the letter of reprimand. Within thirty (30) days of issuance of a letter of reprimand by the County, the employee may submit a written rebuttal of the reprimand. A "letter of reprimand" is a written censure of an employee. Letters of reprimand shall be given only for just cause.

b. An employee may grieve whether a formal letter of reprimand was given for just cause through to Step 4 (mediation) of the grievance procedure of the Agreement. Letters of reprimand are not arbitrable and the grievant shall not have the right to refer the matter to binding arbitration.

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

d. Upon request for removal of the letter of reprimand by the employee, the appointing authority shall review the request and may remove the letter of reprimand. Such request for removal shall not be unreasonably denied.

18.3 LIST OF EMPLOYEES AND REPRESENTATION INFORMATION

a. Biweekly Reports:

- (1) A list of employees newly assigned into the representation unit, including mailing addresses, shall be provided to the Union on a biweekly basis.
- (2) The County shall provide the Union with a dues and fees deduction report each pay period specifying the following information for each employee within the Health Services Unit for which such a deduction was made through the County payroll system:
 - (a) Name
 - (b) Social Security number
 - (c) Budget unit number associated with the employee's position
 - (d) Classification code

- (e) Employment status code
- (f) Amount of gross pay earned in the pay period
- (g) Year-to-date deduction amount on a calendar year basis
- (h) Amount of the deduction

This report includes the grand total of the biweekly deduction amounts for all employees.

b. Quarterly Reports:

- (1) The County shall furnish to the Union a list of all employees represented by the Union. Employees shall be listed by departments and classifications within departments. Such listing shall also indicate the class code, date assigned to the class, employment date, social security number, employment code, location code and salary range and step. Such lists shall be furnished quarterly to the Union on the first payday in the months of January, April, July, and October.
- (2) A list of employees within the Health Services Unit who have not authorized a Union payroll deduction and the amount of their gross pay earned in the quarter shall be provided to the Union.
- (3) Only upon request of the Union and no more than four (4) times per fiscal year, an updated list of the names and mailing addresses of all employees in the Health Services Unit shall be provided to the Union.

c. The above mailing addresses that are provided to the Union are given to the Union for its exclusive use for the sole purpose of conducting Union business and are to be kept confidential. The Union agrees not to release any employee mailing address to any other party without the written consent of the employee.

d. Any questions regarding any reports provided under this section shall be made in writing to the Director of Labor Relations.

18.4 PERSONNEL RECORDS

a. The employee's signing of any documents or material to be placed in the employee's personnel record will not indicate an agreement by the employee as to the contents of the documents or material, but such signing does indicate that the employee has had an opportunity to review the documents or material.

b. The employee may submit a written rebuttal to be placed in his or her personnel record and affixed to any personnel action taken by the employer. Such rebuttal shall constitute and remain a part of the personnel record.

c. Employees shall be given upon request a copy of any written material which is made a part of their personnel record.

18.5 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 and/or departmental labor-management committees. Each committee will be governed by the following principles:

- a. The committee will meet a minimum of once every quarter or more often if mutually agreed by the parties.
- b. The agenda for each meeting will be submitted five (5) working days in advance of the meeting, unless otherwise mutually agreed to by the parties.
- c. The County will release a reasonable number of officially designated 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. The parties agree that workload is an issue of major concern. As such, the Committee shall adopt as one of its primary objectives the development of a procedure to assist employees and department management to address employee concerns associated with increased workload. Such procedure shall include, but not be limited to, employee discussions with supervisors about altered work priorities and how work is to be accomplished.
- e. The section is not grievable within the meaning of the grievance procedure as defined in Article V of this Agreement.

18.6 COPIES OF AGREEMENT

The County shall at its expense print and provide to the Union copies of this Agreement sufficient in number to permit the Union to distribute copies to all employees in the Unit, but in no case more than 650 copies.

ARTICLE XIX DISCIPLINE AND DISCHARGE

19.1 PURPOSE

It is the intent of the parties that the provisions of this article, shall substitute for any and all appeal procedures provided by the Civil Service Commission relating to the

discipline, as defined in Section 19.2 below, of employees in a class included in the Health Services Unit.

19.2 DEFINITION

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

b. As used herein, "parties" means the County and the American Federation of State, County & Municipal Employees, Local 146 (AFSCME).

19.3 PERSONS AUTHORIZED TO INITIATE DISCIPLINARY ACTION

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

19.4 APPLICATION

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

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

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

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

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

19.5 CAUSE FOR DISCIPLINARY ACTION

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.

19.6 CAUSES FOR PERSONNEL ACTION DUE TO PHYSICAL OR MENTAL DISABILITY

For non-disciplinary reasons, a permanent employee's employment may be terminated or a permanent employee may be reduced in rank because of physical or mental disability, with or without reasonable accommodation, which disability precludes the employee from the proper performance of the essential duties of his or her job. Any

such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 19.5.

19.7 NOTICE REQUIREMENT AND EFFECTIVE DATE OF ORDER

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

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

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

19.8 APPEAL

a. AFSCME 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.

19.9 APPOINTMENT OF ARBITRATOR

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

b. The selection of the arbitrator shall be in accordance with Section 5.14-a. b. c. and d. of this Agreement.

19.10 AMENDED OR SUPPLEMENTAL ORDER

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

19.11 DISCOVERY

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

- (1) Those allegations in the order of disciplinary action which are admitted by the employee and those allegations in the order of disciplinary action which are denied by the employee;
- (2) The name, address and telephone number of each witness whom the responding party intends to call to testify at the hearing.
- (3) Copies of statements by any person whom the responding party intends to call as a witness.
- (4) All writing relevant to the issues involved in the appeal including but not limited to reports of mental, physical and blood examinations which the responding party intends to introduce into evidence.

"Writing" as used herein shall have the meaning defined in Evidence Code Section 250 which states: "Writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds or symbols, or combinations thereof.

- (5) A statement specifically defining the issues in dispute.
- (6) The foregoing does not apply to witnesses or exhibits used for impeachment or rebuttal.

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

c. Procedure for Discovery:

- (1) Personal Service: At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such hearing, any party may personally serve a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection (a) above.
- (2) Service by Mail: At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set for such hearing, any party may serve, by first-class mail, a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection (a) above. The effective date of service shall be the date of the postmark.
- (3) Response: Within twenty (20) calendar days of receiving the request mentioned in (1) and (2) above, the responding party shall prepare and serve a response to the request. Such response shall be served upon the requesting party, or representative of record, by the same means as service of the request was made.

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

19.12 TIMING AND CONDUCT OF HEARING

- a. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing shall be a private hearing.
- b. The employee shall be represented by AFSCME.
- c. The employee shall be entitled to appear personally at the hearing and produce evidence.
- d. The appointing authority may also be represented by counsel.
- e. At the hearing, the appointing authority shall have the burden of going forward first with evidence in support of the allegations contained in the order of disciplinary action and shall have the burden of establishing the facts by a

preponderance of the evidence. The arbitrator may administer oaths and take official notice of facts as authorized by law.

- f. Oral evidence shall be taken only on oath or affirmation.
- g. A court reporter shall take a transcript of the hearing.
- h. The arbitrator may consider the records or any relevant prior disciplinary actions against the employee which are final, and any records contained in the employee's personnel files if such records were introduced at the arbitration hearing.
- i. Each party shall have these rights: To call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness; and to rebut evidence. The appellant may be called and examined as if under cross-examination.
- j. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

19.13 SUBPOENAS

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

19.14 DECISION

- a. Following the hearing, the arbitrator shall promptly prepare and submit to the parties to the hearing a decision in the case. 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.

19.15 FINALITY OF DECISION

The decision of the arbitrator shall be final and binding.

19.16 COSTS

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

19.17 WITNESSES

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

19.18 EXPEDITED ARBITRATION

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

ARTICLE XX TERM

20.1 TERM

- a. The provisions of this Agreement shall be effective on July 1, 2013, except as otherwise specifically provided.
- b. This Agreement shall remain in full force and effect to and including June 30, 2018.

DATED: _____

American Federation of
State, County, and Municipal
Employees Local 146, AFL-CIO

County of Sacramento

By: _____
Hazel Yedey, Sacramento County
Chapter President

By: _____
Dennis Batchelder
Chief Negotiator

Tomas Zavala, Sacramento County
Chapter Vice President

Frank Ross

Nancy Friel, Sacramento County
Chapter Recording Secretary

Tony Deala

William Solomon, Union Steward

Kelli Weaver

Jodi Sprague, Union Steward

Aron Brewer

Karmen Lee Ortloff, AFSCME
Council 57 Business Agent

Jerry Elder

Robert Bonner

Adrian Johnson

Exhibit “C”

LIST OF CLASSES EXEMPT FROM GENERAL OVERTIME POLICY

Health Services Unit

4366	Pharmacist
8667	Mental Health Counselor
8665	Senior Mental Health Counselor
4345	Physician's Assistant