

AGREEMENT

BETWEEN

COUNTY OF SACRAMENTO

AND

SACRAMENTO COUNTY PROBATION ASSOCIATION

COVERING ALL EMPLOYEES IN THE

PROBATION NON-SUPERVISORY UNIT

2018-2021

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- Exhibit "B"**
- Exhibit "C"**
- Exhibit "D"**

PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the COUNTY OF SACRAMENTO, hereinafter referred to as the County, and SACRAMENTO COUNTY PROBATION ASSOCIATION, hereinafter referred to as the Association, has as its purpose the promotion of harmonious labor relations between the County and the Association; 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 for under Section 3505.1 of the Government Code.

ARTICLE I RECOGNITION AND COVERAGE

1.1 RECOGNITION

a. The County recognizes the Association as the exclusive negotiating agent for all employees in the Probation Non-Supervisory Unit.

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

1.2 COVERAGE OF EMPLOYEES

a. The Probation Non-Supervisory 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 ASSOCIATION RIGHTS

2.1 ASSOCIATION SECURITY

a. It is the intent of this article to provide for the regular dues of Association members to be deducted from their paychecks insofar as permitted by law.

b. The County agrees to deduct and transmit, to the Treasurer of the Association, dues in uniform amounts from all Association members within the foregoing unit who have signed an authorization card for such deduction in a form approved by

the County. The written authorization for the Association dues deduction shall remain in full force and effect unless canceled in writing, as provided in such authorization form.

c. The County shall deduct and transmit to the Association payroll deductions authorized by employees to cover approved insurance and benefit programs sponsored by the Association.

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

e. Forms and procedures pertaining to deductions for insurance and benefit programs shall be subject to approval by the County. Deductions shall not exceed \$999.99, including dues, each pay period.

f. The Association agrees to indemnify, defend and hold the County harmless against any claims made of any nature whatsoever, and against any suit instituted against the County arising from its deductions for dues or insurance and benefit programs offered by the Association.

g. Solicitation or servicing regarding the Association's insurance and benefit program shall not interrupt any employee who is on duty. Solicitation may be conducted in County facilities only with advance approval by the County and in locations, at times and under such conditions as may be prescribed by the County. Such approval shall not be unreasonably denied.

2.2 ASSOCIATION NOTICES AND MEETINGS

a. The Association 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 Association 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 Association 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 Association 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 Association representative shall, upon arrival at the facility, notify the person in charge of the areas he wishes to visit. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated.

e. The Association may transmit reasonable amounts of written materials through the County's departmental inter-office mail system. The Association shall also have the right to incidental use of the County's e-mail system for the purpose of communication with an individual member in the bargaining unit. Such incidental use shall not include mass distribution of Association materials or announcements or other use inconsistent with the County's Information Technology Policies.

2.3 ASSOCIATION REPRESENTATION

a. The County recognizes and agrees to deal with designated officers and representatives of the Association 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 Association and the representatives serving each work area or County organizational unit, broken down by location, shall be furnished the County immediately after their designation, and the Association shall notify County promptly of any changes of such officers or representatives. Those officers or representatives shall not be recognized by the County until such lists or changes thereto are received by the County Executive, or his designee, and the County Probation Officer.

c. The Association officers recognized by the County shall be as follows:

- President
- Vice-President
- Secretary
- Treasurer
- Board of Directors (8)

2.4 SCPA TIME

a. For all purposes of representation, the association shall receive 1.0 FTE release time for the President of the Association and .5 FTE release time for one other officer or board member designated by the president without loss of any benefits or rights. No other employee's schedule will be impacted as a result of the assignment of the .5 FTE. The president shall be paid at the top step of the highest class in the bargaining unit. The other officer or board member shall be paid at the regular salary of his or her class.

b. All time off such as vacation, sick leave, holiday in lieu (HIL) and

compensating time off (CTO) taken by the president and/or other designated person shall be charged and shown as such on the time sheet.

c. All SCPA board officers and board members will be allowed to use release time for SCPA board, general membership, and committee meetings per a schedule to be provided to the Department by the SCPA at the beginning of each calendar year. SCPA board members and officers shall be permitted to use release time to attend special or emergency meetings on 24 hours' notice to the appropriate department representative.

d. SCPA board members (not including anyone covered under paragraph one above) will be released for up to six hours per week, only to represent Association members in administrative investigations in which they are entitled to representation in accordance with Sacramento County Probation Department Policy and Procedure: Internal Affairs. The time will be scheduled with IA and taken in blocks that are the same as the scheduled investigation. The release time is at no cost to SCPA. These six hours per week are on a use-it-or-lose-it basis with no rollover rights.

e. SCPA shall be granted 200 hours per year of release time to use for training of its officers and board members. Such training time must be approved in advance by the Department which shall have discretion to apply the training hours toward the employees' STC mandated annual training requirements. These 200 hours per year are on a use-it-or-lose-it basis with no rollover rights.

f. Employees released from their regular shift pursuant to Section 2.4 are performing activities at the direction of the Sacramento County Probation Association and are not agents of the County of Sacramento. For any third party claim or suit instituted against the County arising from the activities of employees on release time, the Association agrees to provide the County with evidence of liability insurance in the amount of not less than \$1 million, single-limit, covering employees while on release time and naming the County as an additional insured.

g. Release time authorized pursuant to this section shall be at no cost to the County. The County shall deduct from the Association's dues each biweekly pay period an amount equal to the release time used by the Association. The amount is subject to annual adjustment by the County to reflect the full benefitted cost of the release time with notice to the Association each July 30.

h. The Association agrees to indemnify, defend, and hold the County harmless against claims of any nature arising from the County making this deduction for Association release time from the Association's dues remittance.

i. Should the Association violate Section 5.2-b of the parties' Agreement (the "no strike provision") the County shall have the right to immediately seize all payroll deductions of any kind on behalf of the Association (dues, fair share fees, insurance, et cetera) until such time as the Association ceases the violation. No

payment shall be made or any such deductions collected for any period of such violation, nor shall any release time be authorized under Section 2.4.

j. Where the president or vice president is on release time and must perform required training, such employees shall be given ten days' notice and shall be on regular duty, at no cost to SCPA, for the duration of such training.

2.5 UNION BUSINESS

a. An employee who is elected or appointed to the Association Office, or is selected for regular employment with the Association, 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.

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

ARTICLE III AGENCY SHOP

3.1 AGENCY SHOP

a. It is recognized that the Association 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 Association.

b. All employees in the representation unit on or after the effective date of this article shall, as a condition of continued employment, beginning with the second full pay period after such effective date and until the termination of the Agreement, either:

- (1) Become a member of the Association; or
- (2) Pay to the Association a fair share fee for services rendered by the Association 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 non-member 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 Association on the same terms and conditions as are available to every other member of the Association; or
- (3) (a) 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

- (b) Pay a sum equal to the agency fee described in Subsection b (2) to a non-religious, non-labor charitable fund chosen by the employee from those charities listed within United Way. The employee shall furnish written proof to the County and the Association that this contribution has been made.

3.2 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 transfers out of the unit, layoff, and leaves of absence with a duration of more than two (2) full pay periods. The condition of employment specified above shall not apply to newly hired employees until the beginning of the second full pay period of employment.

3.3 FAIR SHARE SERVICE FEE DETERMINATION AND DISCLOSURE

Only the costs of the following activities shall be considered by the Association 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 Association representative, and staff support including research of and preparation for a negotiating position).
- b. Expenditures for contract administration (for example, meetings and discussions with management concerning grievances under the contract, meetings with employees as part of grievance resolution, and costs of representatives for arbitration, shorthand reporters, or attorneys in enforcing the Agreement and staff support including research and preparation).

3.4 EXPENDITURES NOT INCLUDABLE IN DETERMINATION OF THE FAIR SHARE FEE

Costs other than those described in Section 3.3 shall not be considered when making a determination of the fair share service fee of non-members. Costs not to be included include the following:

- a. Lobbying and other political activity including support for individual candidates or political parties.

- b. Organizing and recruiting activities of the Association.
- c. Payment to affiliates.
- d. Social activities of the Association.
- e. Charitable and philanthropic activities.
- f. Insurance and other benefit programs.
- g. Any strike fund.

3.5 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 Association shall post in locations where notices to employees are customarily placed and mail to the County and to all employees 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 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 Association in detail necessary for an employee to be able to reasonably determine what portion of regular membership dues would be allocable to the cost of negotiation and contract administration as defined in Section 3.3 above.
 - (1) The accounting will utilize data from the prior fiscal year and shall include the following information:
 - (a) A breakdown of the Association's actual revenue by source.
 - (b) A breakdown of each major category within the Association's budget and indicating the actual expenditures within each category including the portion of each category allocable to the costs of negotiation and contract administration as defined in Section 3.3.
 - (c) Where Association expenditures are for employee compensation, the auditor shall determine what portion of the employee's salary is clearly allocated to the actual negotiation and contract administration as defined in Section 3.3.

- (d) The auditor shall prepare a statement itemizing which of the Association expenditures are clearly allocated to negotiation and contract administration as defined in Section 3.3 and which expenditures are not so allocated.
 - (e) The auditor shall then calculate the proportion of dues which are clearly allocable to negotiation and contract administration as defined in Section 3.3, expressed as a percentage of regular membership dues.
 - (2) To enable the auditor to prepare the accounting, the Association shall provide the auditor access to all records reasonably necessary for such preparation including a record of the employee's activities in sufficient detail to enable the auditor to make the necessary determination in Subsection a. above. In the event that payments are made to any other organization, the auditor shall be provided access to such organizations' records when reasonably necessary to prepare the above accounting. In the event that such records from the Association, or other organization are not provided or contain insufficient detail to prepare the above statement, then the auditor shall so notify the County immediately in writing, and upon such notification this article shall become null and void.
- b. The amount of the fair share service fee: Such fee shall not exceed the proportion of dues calculated in Section 3.5-a.(1)(e) above.
- c. Instructions on filing a challenge to the amount of the fair share fee with the Association:
 - (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 3.3, or because the procedures set forth herein have not been complied with, must file a "Fair Share Fee Challenge Petition" with the Association 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 Association.
 - (4) The dispute described in the challenge petition shall be heard by the Association within thirty (30) calendar days after filing. If the written response of the Association 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 Association.

- (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 Association.

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

Should the Association 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 Association two (2) pay periods' notice to provide the required notice. If the Association 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 Association (dues, fair share fees, insurance, et cetera) until such time as the Association provides the required notice.

3.7 LABOR ORGANIZATION ANNUAL REPORT

Annually, the Association shall file with the Director of Labor Relations a copy of the U.S. Department of Labor Form LM-2 (Labor Organization Annual Report). Such report shall be filed within sixty (60) calendar days after the end of the Association's fiscal year. Such reports shall be made available to employees in the unit.

3.8 FAILURE TO FILE LABOR ORGANIZATION ANNUAL REPORT

If the Association fails to file and provide the County with the financial disclosure information as required above, then the County shall have the right to give the Association two (2) pay periods' notice to provide the required LM-2 form. If the Association fails to provide the required LM-2 form at the expiration of the two (2) pay periods, Subsection 3.1-b. shall become inoperative and the County shall make no further fair share or charitable contributions pursuant to that subsection until such time as the Association provides the required LM-2 form.

3.9 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.

3.10 PROCEDURE FOR FAIR SHARE TERMINATION

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

- a. The Association 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 Association will request that the employee be terminated as provided in this article.
- b. If the employee fails to comply, the Association 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 all Association 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. The County 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 Association and the employee of the scheduled date of a hearing by the appointing authority.
- d. The parties to the hearing shall be the Association, the employee, and the County.
- e. The appointing authority shall determine whether the Association has established cause to terminate the employee because of the violation of this article. If the appointing authority determines that there is cause for termination of the employee, the appointing authority shall terminate said employee within ten (10) days after making such determination. An employee with permanent civil service status may appeal the order of termination as provided under Article XIX of this Agreement.
- f. The Association shall bear all costs of terminating the employee, including all costs of the County in defending any appeal of an employee from the County's termination of such employee for failure to pay a fair share service fee. Such reimbursed costs shall not include payment of the

attorney selected by the County to prosecute and defend the termination action.

3.11 INDEMNIFICATION

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

3.12 PAYROLL AUTHORIZATION REQUIREMENTS

The authorization for payroll deductions described in Section 3.13-b. 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.

3.13 PRECONDITIONS TO IMPLEMENTATION OF FAIR SHARE/AGENCY SHOP PROVISIONS

- a.
 - (1) This article became effective only after a secret ballot election, conducted by the County pursuant to the 1982-83 Labor Agreement, in which a simple majority of those voting voted to implement agency shop.
 - (2) The election to implement the provisions of this article shall not prohibit or restrict an election to rescind the article as provided by Section 3502.5 of the Government Code.
 - (3) The Association and the County mutually agree that the election provided for in Subsection b. of Section 3502.5 of the Government Code:
 - (a) Shall be determined by a simple majority of those voting; and
 - (b) 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.
 - (4) All employees holding status as such in classifications included in the unit on a date thirty (30) days prior to the holding of the election shall be eligible to vote in such election and no others.

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 article who files with the County a written authorization requesting such deduction be made.

c. Upon implementation of the agency shop fees established by this article, the Association automatically, without further action by either the County or the Association, waives its right, if indeed there is such a right, to negotiate:

- (1) 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 Association may testify; and
- (2) Changes to the Employee Relations Ordinance which prohibit recognized employee organizations from representing both a supervisory and a non-supervisory unit, and/or restricts a law enforcement employee organization from representing non-law enforcement units.

ARTICLE IV COUNTY RIGHTS

4.1 COUNTY RIGHTS

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

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

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

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

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

ARTICLE V GENERAL PROVISIONS

5.1 DEFINITIONS

a. Where the terms "extra-help employee" or "regular employee" are used in this Agreement, the terms shall be given the meaning assigned in Section 2.78.240 (Sacramento County Code) as that section read on the effective date of this Agreement.

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) as that section read on the effective date of this Agreement.

5.2 STRIKES AND LOCKOUTS

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

b. The Association agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the County. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

5.3 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 Association or encourage membership in any other employee organization.

b. The Association, in turn, recognizes its responsibility 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, sexual preference, pregnancy, or political or employee organization affiliation. The Association shall share equally with the County the responsibility for applying this provision of the Agreement.

5.4 APPLICATION OF PERSONNEL ORDINANCE

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

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

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

ARTICLE VI GRIEVANCE AND ARBITRATION PROCEDURE

6.1 PURPOSE

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

b. The purposes of this procedure are:

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

6.2 DEFINITIONS

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

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

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

d. As used herein, representative or the Association representative, if an employee of the County, refers to an employee designated as such pursuant to Section 2.3.

6.3 TIME LIMITS

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

6.4 PRESENTATION

An employee or the Association representative who is a full-time employee, or both, may present a grievance while on duty. On group grievances no more than four (4) County employees may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the County. The County agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or excluding testimony.

6.5 EMPLOYEE RIGHTS

The employee retains all rights conferred by Section 3500, et seq., of the Government Code and Chapter 2.79 of the Sacramento County Code. Grievances pertaining to an individual employee must be signed by the employee personally on all appeals.

6.6 APPLICATION

Grievances as defined in Section 6.2 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.

6.7 INFORMAL DISCUSSION

The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Association representative. Within five (5) workdays, the immediate supervisor shall give his/her decision or response.

6.8 FORMAL GRIEVANCE - STEP 1

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

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

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

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

6.9 FORMAL GRIEVANCE - STEP 2

a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision within five (5) workdays to the appointing authority or his/her designee. The grievant may be represented by an Association representative. If the appointing authority or his/her designee is the first level of appeal, the grievant may bypass Step 2.

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

6.10 FORMAL GRIEVANCE - STEP 3

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within five (5) workdays to the County Executive through the County Labor Relations Office. The grievant may be represented by an Association representative.

b. The County Executive through the County Labor Relations Office shall schedule a mutually agreeable time to hear the grievance, which shall be within thirty (30) days of the receipt of the grievance. The County Executive through the County Labor Relations Office shall respond in writing to the grievance within ten (10) workdays following the grievance hearing.

6.11 ARBITRATION - STEP 4

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

6.12 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.

6.13 COPY OF DECISION

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

6.14 ASSIGNMENT OF AN ARBITRATOR

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

b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of five (5) arbitrators. The parties shall alternately strike one (1) name from this list and the remaining name shall be the selected arbitrator.

6.15 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 except as specifically provided in Article XIX of this Agreement. The arbitrator shall limit his/her decision to the application and interpretation of the provisions of this Agreement.

6.16 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.

6.17 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 the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE VII HOURS OF WORK AND OVERTIME

7.1. HOURS OF WORK

a. A 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. Notwithstanding a., above, employees of a specific section, unit, or division may work a modified week of less than five (5) days, but not less than forty (40) hours subject to approval of the County and the Association.

c. Any agreement entered into between the County and the Association by virtue of this section, subsequent to July 1, 1979, shall be reduced to writing and added as a letter of understanding to this Agreement.

d. 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.

e. All employees normally shall be allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the workshift. Permanent employees shall be given at least five (5) workdays' written notice prior to a permanent change in their assigned lunch hours. The notice requirement shall not apply to temporary or emergency assignments.

f. 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.

g. 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.

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

7.2 OVERTIME

a. Authorization:

- (1) Employees will be compensated only for overtime ordered by designated supervisory personnel.
- (2) Absence with pay, except sick leave, shall be counted as time worked. Time compensated as overtime shall not be counted in determining whether an employee has worked in excess of eight (8) hours in a day or forty (40) hours in a week.
- (3) Employees who work overtime shall promptly and accurately report such time in the manner prescribed by the County.
- (4) Employees working overtime shall have the option of accruing one (1) hour compensating time off or one (1) hour's pay for each hour worked in excess of eight (8) hours per day or forty (40) hours per week. Such compensating time off shall be used within one (1) year from the date the overtime was performed. Compensating time off not used within the specified time shall be paid off in cash at the hourly rate.

(5) All classifications shall be credited one and one-half (1 ½) hours compensating time off or pay for each hour of overtime worked.

b. Eligibility:

(1) All overtime assignments will be in accordance with the B.F.O.Q. needs of the department.

(2) Only employees with institutional experience will be eligible for institutional overtime assignments.

c. Procedure:

(1) No Probation Aide may normally work more than forty (40) hours in any week.

(2) No employee may work overtime while on authorized leave.

(3) All employees are normally required to have a minimum of eight (8) hours off between shifts or assigned hours of work.

(4) Administratively assigned work schedules shall not be changed without prior approval of administration.

7.3 CALL-IN

a. Any employee called into work shall receive a minimum of two (2) hours' compensation except as reflected in b.

b. Any employee called into work for a job-related court appearance shall be compensated a minimum of four (4) hours' pay.

c. Compensation for call in for a job-related court appearance shall commence with their initial reporting to any facility incident to such call in and shall terminate when all administrative duties in connection with the appearance have been completed.

d. An employee who responds to a Department authorized page or telephone call concerning department-related work shall receive compensation at a minimum of six (6) minute increments for each telephone response. Call response time shall be treated as hours worked pursuant to Article VII of the MOU.

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

c. 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.

7.5. PART-TIME EMPLOYMENT

a. This section applies to employees who request to be employed on a part-time basis, and whose request is approved subject to such rules and regulations as the County Probation Officer may establish. Approval of requests for part-time employment lies within the discretion of the County Probation Officer. It is understood that the County Probation Officer will not give consideration for requests for part-time employment during any period in which a hiring freeze is imposed on the department.

b. Employees may be employed part time either twenty (20) hours per week or thirty-two (32) hours per week. If a request to convert to part time is approved, the employees will be assigned on a part-time basis as soon as administratively feasible.

c. A part-time employee may return to full-time employment by indicating a desire to do so in a written request submitted to the County Probation Officer. Employees submitting such requests will be returned to full-time employment as vacancies become available. The part-time employee who has the earliest dated request to return to full-time employment will be given the first available vacancy. It is understood that lists and return-to-full-time employment lists have priority over the requests of part-time employees to return to full-time employment. A part-time employee may request that his/her name be placed on the return-to-full-time employment list in the event such a list is established through imposition of a thirty-two (32) hour workweek in-lieu of layoff.

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

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

f. Part-time employees working twenty (20) hours a week or more shall be eligible for group medical insurance and health benefits, group dental benefits, and life insurance, and the County shall make contributions in the same amount as for full-time regular employees.

g. Approval of requests for part-time employment shall not exceed 10% of the regular budgeted positions in the classes found in the Probation Non-Supervisory Unit.

h. The provisions of this section may be waived by mutual agreement of the parties to facilitate any discussions pursuant to Section 18.5 of this Agreement.

7.6 9/80 WORK SCHEDULES

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

b. For reference purposes only, this subsection discusses the application of the 9/80 schedule for employees who do not receive time and one-half overtime. This subsection does not in any way change or impact the time and one-half overtime employees receive under the Agreement pursuant to Section 7.2.

- (1) For employees who do not receive time and one-half overtime pay, the workweek will remain from 12:00 a.m. on Sunday to 12:00 a.m. the following Sunday, a period of seven (7) consecutive twenty-four hour periods.
- (2) For these employees, the 9/80 schedule is a schedule which during one (1) week on 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.
- (3) For these employees working the 9/80 work schedule who are eligible to earn straight-time overtime, overtime shall be earned when the employee is required to work in excess of 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 employees is scheduled to work thirty-six (36) hours, or in excess of forty-four (44) hours during the week the employee is scheduled to work forty-four (44) hours.

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

- (1) For these employees, the 9/80 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 (2) above.
- (2) For these employees overtime shall be earned when the employee is required to work in excess of nine (9) hours when normally scheduled to work the nine-hour workshift, and in excess of forty (40) hours during the redesignated workweek. Additionally, overtime will be earned when the employee is required to work more than four (4) hours when normally scheduled to work either of the four-hour workshifts.

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.

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

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

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

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

7.7 4/40 WORK SCHEDULE

The appointing authority will provide a 4/40 schedule in accordance with the following:

- a. (1) The department shall not be required to utilize more than

(50)% of the total Sacramento County Probation Association (SCPA) positions in Field Services for the 4/40 program. For the purposes of this section, Field Services includes all adult and juvenile field services units including specialized supervision units and positions, range and armory positions, day treatment programs, Home Supervision, drug court programs, and the field restitution unit.

- (2) The department shall not be required to utilize more than 40% of the total SCPA positions in Adult Court for the 4/40 program. For the purposes of this section, Adult Court consists of adult intake, adult investigations, Drug Diversion, and court liaisons.
 - (3) The department shall not be required to utilize more than 20% of the total SCPA positions in Juvenile Court for the 4/40 program. For the purposes of this section, Juvenile Court consists of investigations, restitution, citations, record seals, military background checks, court information window, expediter and the court presenter unit.
 - (4) The department shall not be required to utilize more than 30% of SCPA positions in the Placement Division for the 4/40 program.
 - (5) 1.5 FTE positions designated for SCPA labor representation shall not be included against any of the percentage or division totals listed above.
- b. Field Staff, Placement and Court Staff schedules would include Saturday and Sunday as a regular day off. Home Supervision and Youth Detention and Commitment Facilities staff schedules continue their potential seven-day-a-week schedule.
 - c. The department agrees to announce schedules prior to soliciting volunteers in Field Services, Adult Court, Juvenile Court, and Placement.
 - d. The department agrees to select only volunteers for the 4/40 program in Field Supervision, Adult Court, Juvenile Court, and Placement except that each employee volunteering will only be assigned to 4/40 within the function he/she is currently assigned to. For example, all employees placed on 4/40 schedules in Juvenile Court Services must be volunteers presently assigned to Juvenile Court Services, et cetera.
 - e. Employees in Field Supervision, Adult Court, Juvenile Court, Placement and Home Supervision may withdraw from the 4/40 program and return to 5/40 by submitting written notice to the department. The schedule change will be effective the first day of the pay period following the notification.
 - f. Subject to subsection d. and in the event that there are more volunteers than positions in Field Services, Adult Court, Juvenile Court, or Placement, department seniority will prevail. No employee will be removed from his/her schedule to accommodate an incoming transfer with more seniority.

- g. Seniority shall be determined by the date of original appointment to the class of Deputy Probation Officer (DPO hire date). Where seniority dates are the same, ties will be broken with the earliest date of entry into continuous County service. An employee that qualifies for a specialized assignment that has a 4/40 schedule attached will be given the schedule assigned to the assignment regardless of seniority. Specialized assignments are defined as those that collaborate with a specific multijurisdictional task force or are attached to or work with an outside agency that requires flexibility in scheduling. An employee vacating a specialized assignment, returning to a regular work assignment will be subject to the seniority parameters listed above for a 4/40 schedule.
- h. In the event there are more volunteers for 4/40 than there are positions designated for the program, the remaining requests will be retained on file and individuals will be placed on a waiting list, which will be used by the Division in assigning employees to positions that are eligible for 4/40. Employees may submit their requests on an ongoing basis. Each time a new request is submitted within a Division, the waiting list for the 4/40 schedule will be recalculated based on department seniority.
- i. Employees assigned to a four-day workweek schedule normally shall work ten (10) hours a day, four (4) days per week.
- j. Employees shall earn overtime compensation in accordance with Section 7.2, except that such overtime shall be earned when employees work in excess of ten (10) hours a day or forty (40) hours per week.
- k. Sick leave with pay shall be accrued, accumulated and taken in accordance with Section 10.2 of this Agreement and the applicable provisions of the Personnel Ordinance.
- l. Vacation leave with pay shall be accrued and taken in accordance with Section 10.1.
- m. Employees participating in a four-day workweek shall receive the same amount of holiday time as other full-time regular employees who work a normal Monday through Friday schedule. Employees participating in a four-day workweek shall be granted the day off in accordance with the applicable holiday provisions of the Agreement if a holiday is observed on an employee's scheduled workday, Monday through Friday, except that the remaining two (2) hours must be taken off as leave without pay, or from accumulated compensating time off or accumulated vacation time. If a holiday is observed on an employee's scheduled day off during the normal Monday through Friday workweek, the employee shall accrue eight (8) hours' compensating time off.

- n. If it becomes necessary, due to resources, or to maintain service levels, the number of positions in the 4/40 program may be increased or decreased or the program may be terminated in accordance with the following procedure:
- (1) The Chief Probation Officer personally shall notify the Association in writing of the department's preliminary intent to modify or terminate the 4/40 program, along with the rationale for each modification.
 - (2) The Association shall have the right to meet personally with the Chief Probation Officer. The Association must request such a meeting within ten (10) workdays of receipt of the notice.
 - (3) The Chief Probation Officer personally shall meet with representatives of the Association and shall consider such presentations they may make before making a final decision on modifications or termination of the 4/40 program.
 - (4) The Chief Probation Officer personally shall notify the Association in writing of his/her final decision on modifying or terminating the program. Such notice shall be given within five (5) workdays of the meeting.
 - (5) If the Association still finds the rationale for the decision unsatisfactory after the above written and verbal explanations, the Association may, within five (5) workdays of receipt of the notice outlined in Section (4), request that the County Executive review the decision.
 - (6) The County Executive shall review the decision in a timely manner and respond to the Association and Chief County Probation Officer. The County Executive's decision shall be final.
 - (7) If it has been determined at either Step (4) or (6) that changes will be made to the 4/40 program, then affected employees will be given at least ten (10) workdays' written notice prior to a permanent change is implemented.

7.8 7/12 WORK SCHEDULES AND 7/12 OVERTIME

a. Effective December 3, 2000, the parties agree to add the 7/12 schedule and 7/12 overtime provisions to the Agreement. It is understood that Section 7.8 and Section 7.9 apply only to sworn employees in the classes in the Probation Non-Supervisory Unit.

b. The following 7/12 work schedule and 7/12 overtime provisions apply only to those employees at the institutions who are assigned to work a 7/12 schedule.

c. 7/12 Work Schedule:

- (1) Regular sworn employees working at the Youth Detention Facility, Warren E. Thornton Youth Center, Carson Creek Boys Ranch and the intake function at Juvenile Court Services may be assigned by the appointing authority 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 work four (4) workdays of twelve (12) hours each.
- (2) Temporary sworn employees who are Probation Aides working in a position assigned to the 7/12 work schedule shall be allowed to work a 12-hour workday, a forty-eight hour workweek, and eighty-four (84) hours in a biweekly pay period at straight time. Overtime for these Probation Aides shall be paid as stated in Section 7.9-e.
- (3) The 7/12-work schedule consists of eighty-four (84) hours per pay period. The additional four (4) hours above the standard eighty-hour pay period (the 81st through 84th hour) shall be considered as overtime and payable as provided in Section 7.9-a. through d. Employees shall not be allowed to utilize their accrued leave balances to cover or receive compensation for these four (4) hours of overtime without the proper agreement of the County through the meet and confer process.
- (4) These four (4) hours of overtime (81st through 84th hour) 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.
- (5) 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 would be the substitution of three (3) eight-hour workdays for two (2) twelve-hour workdays. In such cases, the employee shall be provided five (5) days' notice.
- (6) It is understood that the County will be continually examining both the short-term and long-term implications and impact of the 7/12-work schedule.
- (7) 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.

- (8) 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 Association two (2) pay periods' written notice of the cancellation of the 7/12-work schedule. The Association 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 VI.

7.9 7/12 WORK SCHEDULE OVERTIME

a. Overtime for employees on the 7/12 work schedule shall be defined as time worked by an employee in excess of twelve (12) hours per day, in excess of thirty-six (36) hours per week in the week the employee is scheduled to work three (3) twelve-hour workdays; in excess of forty-eight (48) hours per week in the week the employee is scheduled to work forty-eight (48) hours; or in excess of eighty (80) hours per biweekly pay period.

b. Overtime shall be paid at the rate of time and one-half for overtime worked in excess of twelve (12) hours per day, in excess of thirty-six (36) hours in the week the employee is scheduled to work three (3) twelve-hour workdays, and in excess of forty-eight (48) hours in the week the employee is scheduled to work four (4) twelve-hour workdays.

c. Employees on the 7/12 work schedule shall receive overtime pay at the straight time rate for the regularly assigned hours in excess of eighty (80) hours per pay period (81st through 84th hour).

d. Employees are assigned to the 7/12-work schedule, pursuant to the overtime exemption under Section 7(k) of the Fair Labor Standards Act. The appropriate period for overtime purposes under the Act shall be fourteen (14) days, to coincide exactly with the standard County biweekly pay period (starting at 12:00 midnight Sunday and ending at 12:00 midnight the second Sunday thereafter). The application of this exemption shall allow the straight time overtime payment as provided in Subsection b. and c. above. This 7(k) exemption as stated herein (14-day work period) shall also apply to temporary employees to allow those employees to work at straight time as stated in Subsection e. below.

e. Sworn temporary employees working in a position assigned to the 7/12 work schedule shall receive overtime pay at the rate of time and one-half for work in excess of twelve (12) hours per day, forty-eight (48) hours per week, or eighty-four (84) hours per biweekly pay period. The hours of work in excess of the standard 80-hour biweekly pay period (81st through 84th hour) shall be considered as overtime payable at the straight time rate."

7.10 MODIFIED 7/12 WORK SCHEDULES AND OVERTIME

a. Effective July 2005, the parties agree to add the modified 7/12 schedule and overtime provisions to the Agreement. It is understood that Section 7.10 applies only to sworn employees in the classes in the Probation Non-Supervisory Unit who are assigned to the Youth Detention Facility Visitors Center. This schedule is governed by the 7(k) exemption of the Fair Labor and Standards Act.

b. Modified 7/12 Work Schedule:

- (1) Regular sworn employees working at the Youth Detention Facility Visitors Center may be assigned by the appointing authority to a work schedule consisting of six (6) workdays of twelve (12) hours each and one (1) workday of eight (8) hours 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 work three (3) workdays of twelve (12) hours each plus one (1) workday of eight (8) hours.
- (2) Temporary sworn Probation Aides working in a position assigned to the modified 7/12 work schedule shall be allowed to work a twelve-hour workday, a forty-four hour workweek, and eighty (80) hours in a biweekly pay period at straight time. Overtime for these Probation Aides shall be paid as stated in Section 7.10c.
- (3) For training purposes, an employee's 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 would be the substitution of three (3) eight-hour workdays for two (2) twelve-hour workdays. In such cases, the employee shall be provided five (5) days' notice.
- (4) It is understood that the County will be continually examining both the short-term and long-term implications and impact of the modified 7/12-work schedule.
- (5) Employees on the modified 7/12-work schedule shall terminate all off-duty employment a minimum of twelve (12) hours prior to the start of their regular shift.
- (6) Notwithstanding any other provision of this Agreement, the County shall have in its sole discretion the right to discontinue the modified 7/12-work schedule. The County shall give the Association two (2) pay periods' written notice of the cancellation of the modified 7/12-work schedule. The Association may discuss with the County the discontinuance of the modified 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 modified 7/12 work schedule be subject to the grievance and arbitration procedure set

forth in Article VI.

c. Modified 7/12 Work Schedule Overtime:

- (1) Overtime for employees on the modified 7/12 work schedule shall be paid at the rate of time and one-half for time worked in excess of twelve (12) hours per day, in excess of thirty-six (36) hours per week in the week the employee is scheduled to work three (3) twelve-hour workdays; in excess of forty-four (44) hours per week in the week the employee is scheduled to work forty-four (44) hours, or in excess of eighty (80) hours per biweekly pay period.
- (2) Sworn temporary employees working in a position assigned to the modified 7/12 work schedule shall receive overtime pay at the rate of time and one-half for work in excess of twelve (12) hours per day, forty-four (44) hours per week, or eighty (80) hours per biweekly pay period.

ARTICLE VIII SALARIES

8.1 SALARY INCREASES

- a. Fiscal Year 2018-19: Effective June 24, 2018, salaries shall be increased three percent (3%).
- b. Fiscal Year 2019-20: Effective June 23, 2019, salaries shall be increased three percent (3%).
- c. Fiscal Year 2020-21: Effective June 21, 2020, salaries shall be increased by two percent (2%).

8.2 SALARY ADMINISTRATION

a. Entry Step:

The entry step within the established range for each class shall be Step "5" unless specifically designated as otherwise. Except as otherwise provided herein, 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 the entry step but not exceeding the step that he or she 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:

- (1) Upon promotion of an employee from outside the unit to a class in the unit, the employee shall receive the lowest step in the new class which provides an increase of approximately 5.0%.
- (2) Upon promotion of an employee to a class not yet incorporated in Exhibit "A," the employee shall be treated as other classes in Exhibit "A" with the same range. If the range of the new class is not currently identified in Exhibit "A," the employee shall receive the lowest step in the new class which provides an increase of 5.0%.

f. Transfer: Upon transfer of an employee from outside the unit to a class in the unit, the 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 5.0% higher or less than 5.0% lower.

g. Demotion: A demotion is a change to a class which has a maximum salary rate which is at least 5.0% lower than the maximum salary rate of the former class. Whenever an employee is demoted due to layoff, without cause or inability on his or her part, his or her salary shall be that step in the new range which provides an equal salary, or in the absence thereof, the nearest lower salary, to that received prior to the demotion. In all cases of demotion for cause, the employee shall receive the same step in the lower range as he or she received in the higher range. An employee with permanent status in a class who, with the approval of the appointing authority, voluntarily demotes to a lower class shall receive the step in the lower range which provides an equal salary or, in the absence thereof, the nearest lower salary to that which was received prior to demotion.

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

i. Y-Rate: The Board of Supervisors may adopt a Y-rate to apply to:
(1) an employee who would suffer an actual decrease in salary as a result of action taken by the County, without fault or inability on the part of the employee, or (2) an employee who is changing from one (1) class series to another, as a normal

consequence of career development through the County's upward mobility program, and the salary of the class the employee enters in the new class series is less than the salary the employee was receiving in the former class. A Y-rate means a salary rate, for an individual employee, which is greater than the established range for the class.

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 this Agreement.

k. Granting of Status: Whenever the Civil Service Commission or other appropriate authority grants an employee direct status in another class, the employee shall receive the step determined in accordance with the provisions of this section.

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 period, 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.

8.3 SALARY STEP INCREASES

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

b. Except as otherwise provided 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 received is 10% 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.

8.4 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.

(1) As used in this section:

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

- (b) "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.
- (c) "Paid leave" means vacation, sick leave, compensating time off and all other types of authorized leave with pay.
- (d) "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.
- (e) "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.

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

- (1) In the case of overpayment, reimbursement of the overpayment shall be made through one or a combination of the following methods:
 - (a) In cash payment(s) mutually agreed to by the employee and the Department of Personnel Services;
 - (b) A one-time only leave adjustment to CTO or vacation equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave);
 - (c) Installments through payroll deduction to cover the same number of pay periods over which the error occurred. If the installments exceed 10% of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least 10% of the employee's base salary including incentives, et cetera.
- (2) In the case of an underpayment the County will expedite reimbursement to the employee via an in lieu warrant, a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
- (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.

c. 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.

d. 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.

8.5 NIGHT SHIFT PAY

a. An employee shall receive night shift differential pay if he/she is regularly scheduled to work one-half or more of his/her work period before 8 a.m. or after 5 p.m.

b. An employee shall receive 7-1/2% of his/her standard daily rate for each shift he/she is regularly scheduled to work.

c. Night shift differential pay is intended as compensation for regularly scheduled night work, and shall not apply to occasional or emergency night assignments.

8.6 BOYS' RANCH DIFFERENTIAL

Regular employees assigned to the Boys' Ranch shall receive a differential of 5% of the employee's hourly salary rate.

HOLIDAYS

9.1 HOLIDAYS

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

- (1) Such holidays shall include:
 - (a) January 1 - New Year's Day
 - (b) Third Monday in January - Martin Luther King, Jr's. Birthday
 - (c) February 12 - Lincoln's Birthday
 - (d) Third Monday in February - Washington's Birthday observed
 - (e) March 31 – Cesar Chavez Observance
 - (f) Last Monday in May - Memorial Day
 - (g) July 4 - Independence Day
 - (h) First Monday in September - Labor Day
 - (i) Second Monday in October - Columbus Day
 - (j) November 11 - Veterans' Day
 - (k) Fourth Thursday in November - Thanksgiving Day
 - (l) Day after Thanksgiving
 - (m) December 25 - Christmas Day
- (2) When January 1, February 12, March 31, July 4, November 11, or December 25 holidays fall on Sunday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the Monday following as a holiday with pay.
- (3) When January 1, February 12, March 31, 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.
- (4) It is the intent of the parties that County employees shall take off from work the Fridays enumerated herein except where the needs of the service require otherwise.

b. Regular employees who work in a unit for which the normal work schedules include Saturdays, Sundays and holidays shall be granted one (1) day off every four (4) weeks in lieu of prescribed holidays. Such time off shall be designated in the employee's regular work schedule. If not scheduled and taken every four (4) weeks, such time shall accrue at the rate of 4.3 hours (4.3) hours each biweekly pay period.

The maximum accrual of HIL time for a twelve-month period is 104 hours. Cash payment shall be made for any HIL time in excess of 104 hours.

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

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

9.2 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.

9.3 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 a. of Section 7.2, or as an in lieu holiday pursuant to Subsection b. of Section 9.1, 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 periodic basis or may be accumulated and used in a manner substantially the same as the accumulation and use of vacation credit pursuant to Section 10.1.

ARTICLE X LEAVES

10.1 VACATION

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

b. Consistent with the requirements of the department as determined by the appointing authority, accrued vacation time may be taken by each employee. After six (6) months from the date of hire, the procedure as set forth in Subsections g. and h. shall apply. A reinstated employee may use accrued vacation during the first six (6) months of service, subject to the needs of the department. An employee who separates or is terminated from County service or who takes military leave in excess of one hundred eighty (180) days shall be paid the monetary value of his/her full terminal vacation.

c. Whenever possible, vacations shall be granted at the time requested by the employee. The County will respond to such requests within 10 work days after submission of the request. An employee's request for vacation leave shall not be

unreasonably denied. 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.

d. If during the period a person has reemployment rights with the County, such person becomes a regular employee in a class covered by this Agreement, such person shall accrue vacation based upon the applicable service at the time of layoff. This provision will be applied effective August 31, 1985.

e. Employees may accumulate vacation to the maximum hours in accordance with 10.1f. Employees who reach their vacation maximum accrual rate shall not be entitled to cash payment for any hours exceeding the maximum accrual rate.

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

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

*eight-hour day

10.2 SICK LEAVE

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

b. Sick leave may be used consistent with reasons in 10.2(c) for the following relationships to the employee:

- 1) Self;
- 2) Child (biological, adopted foster, step, legal ward, or a child to whom the employee stands in loco parentis);

- 3) Parent (biological, adoptive, foster, step, legal guardian to employee or employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor child);
- 4) Spouse;
- 5) Registered Domestic Partner;
- 6) Grandparent;
- 7) Grandchild;
- 8) Sibling
- 9) Any other close relative or child who resides with the employee.

c. Sick leave shall be provided for the relationships in 10.2(b) for the following purposes:

- 1) Employee is physically or mentally unable to perform his/her duties due to illness, injury, dental work or medical condition, including pregnancy;
- 2) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or employee's family member, including childbirth (inclusive of transportation to and from medical facility);
- 3) For an employee who is a victim of domestic violence, sexual assault, or stalking as defined in Labor Code Sections 230(c) and 230.1(a); and
- 4) Employee's Donation of Blood—scheduled at the discretion of the appointing authority, not to exceed four hours in any instance and only approved upon submission to the appointing authority of an official blood bank receipt reflecting the donation;

d. The appointing authority may require reasonable substantiation of the need for, and use of, sick leave except where prohibited by state or federal leave protections.

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

f. Additional sick leave, not to exceed thirty (30) working days, may be granted to an employee by the Director of Personnel Services when, in the judgment of the Director, such additional sick leave is the result of an illness or injury that has occurred in the course and scope of the employee's County employment and when the employee has exhausted all other sick leave balances. At the end of such illness or

injury, all such unused additional sick leave shall be deducted from the employee's sick leave balances.

10.3 FAMILY DEATH LEAVE

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

- (1) spouse
- (2) registered domestic partner
- (3) child
- (4) child of registered domestic partner
- (5) parent
- (6) grandparent
- (7) great-grandparent
- (8) grandparent-in-law
- (9) grandchild
- (10) great-grandchild
- (11) brother
- (12) sister
- (13) brother-in-law; brother of registered domestic partner; registered domestic partner of brother
- (14) sister-in-law; sister of registered domestic partner; registered domestic partner of sister
- (15) mother-in-law; mother of registered domestic partner
- (16) father-in-law; father of registered domestic partner
- (17) any child or close relative who resided with the employee at the time of death.

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

c. Such absence for family death shall be limited to time which is definitely required and shall not exceed five (5) days for any one (1) death. Family death leave benefits will be prorated for 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.

10.4 MILITARY LEAVE

a. In accordance with the provisions of the Military and Veterans Code, an employee who has one (1) full year of continuous County service prior to taking ordered military leave shall receive payment equivalent to the salary which would have otherwise been received for the first thirty (30) calendar days of the military leave, upon

submitting satisfactory evidence of military service. No more than 176 hours pay shall be given for any one (1) period of ordered military service. Nor shall the total amount of such payments exceed equivalent of 176 hours salary in one (1) fiscal year. For the purpose of determining the one (1) year of continuous County service, all recognized military service shall be counted.

b. The 176-hour maximum shall first be applied to any ordered active military duty within a fiscal year. If the employee exceeds the 176-hour maximum by combination of non-active and active military leave, the non-active military leave shall be charged, retroactively if necessary, to the employee's CTO, vacation, or HIL on an hour-for-hour basis equal to the total military leave in excess of 176 hours. If the employee has insufficient leave balances to charge the amount over 176 hours, the employee's future leave accruals shall so be utilized. This subsection only clarifies the application of Subsection a. and does not change the employee's potential usage of military leave for ordered non-active military duty.

10.5 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. The employee 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 Workers' Compensation Insurance, the employee shall be placed on disability leave with pay to the extent of any leave with pay which the employee 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 Workers' Compensation Insurance, the employee may elect either:
 - (a) To receive disability leave with pay to the extent of any leave with pay which the employee has accrued and retain any Workers' Compensation Benefits received; or
 - (b) Endorse to the County any Workers' Compensation Benefits received by the employee and receive a disability leave with pay to the extent of any leave with pay which the employee has accrued charged on a pro-rata basis of one-half day for each full day of absence for which temporary

Workers' Compensation Benefits are endorsed to the County.

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

10.6 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.

b. Such employee shall notify his/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/her regular salary.

d. An employee who is scheduled to work on a swing or grave shift and is called for jury duty may be excused by the department from the regular shift for the duration of the jury duty. If the employee is required to work because of the needs of the department, and if the number of hours worked plus the number of hours of jury duty exceed eight (8) hours (or ten [10] hours for employees assigned a ten-hour day, four-day work schedule) then those hours worked in excess of eight (8) or ten (10) shall be compensated at the overtime rate.

e. If an employee is called for jury duty on a scheduled day off, that time shall not be recorded on the timesheet nor shall it be counted as time worked when determining time over forty (40) hours per week for overtime purposes. An employee who is on a scheduled day off while on jury duty shall not be required to remit or waive jury fees for that day.

f. The appointing authority, in his/her sole discretion, may reassign days off for employees for the duration of jury duty.

10.7 CONFERENCES

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

10.8 TIME OFF FOR PROMOTIONAL EXAMINATIONS

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

10.9 LEAVES OF ABSENCE

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

10.10 ASSIGNMENT OF LEAVE FOR CATASTROPHIC ILLNESS AND OTHER PURPOSES

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

10.11 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 one-hundred and sixty (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 date of the Adoption Order issued by a judge. The maximum one-hundred and sixty (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.

10.12 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.

10.13 ADMINISTRATIVE LEAVE TIME

a. Effective the first pay period after approval of this MOU by the Board of Supervisors, each employee shall, one time only, be granted a 40 hour bank of Administrative Leave Time (ALT).

b. ALT shall have no cash value, may not be cashed out, and will be lost if not used by June 30, 2018. 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.

10.14 WELLNESS/SICK LEAVE INCENTIVE PROGRAM

a. Effective with Pay Period #14, beginning June 14, 1992, the County shall establish a Wellness Incentive Program. Eligible full-time regular employees who use twelve (12) hours or less of sick leave in Pay Periods #1 through #13 of any year shall receive a Wellness Certificate enabling them to take eight (8) hours off with pay during the following six-month period. Eligible full-time employees who use twelve (12) hours or less of sick leave in Pay Periods #14 through #26 of any year shall receive a certificate enabling them to take eight (8) hours off with pay during the following six-month period. The maximum of twelve (12) hours of sick leave usage will include any hours used under the Family Medical Leave Act. The certificate shall have no monetary value.

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 Periods #1 through #13, and from Pay Periods #14 through #26. Employees on unpaid leaves of absence during a portion of the designated twenty-six-week period are excluded for that time period. Any employees during the designated twenty-six-week period who receive pay pursuant to Labor Code Section 4850 or who receive SDI integration pursuant to Section 11.8 or who select the disability leave option pursuant to Personnel Ordinance Section 2.78.790(b)(2) (bb), are excluded from participation for that time period. Any employees who were temporary and transferred to permanent positions during the designated twenty-six-week time period are excluded for that time period.

c. Part-time regular employees who work forty (40) or more hours per pay period shall be eligible to participate in the Wellness Incentive Program. The same eligibility rules as outlined in Subsection b. above shall apply. However, the maximum amount of sick leave allowed for part-time employees to use in Pay Periods #1 through

#13, or in Pay Periods #14 through #26, shall be prorated. This means for a half-time employee the maximum sick leave that may be used is six (6) hours; for a four-fifths employee the maximum would be 9.6 hours. The maximum hours of sick leave usage will include any hours used under the Family Medical Leave Act. The amount of time off received by the qualifying part-time employee shall also be prorated. This means half-time employees would receive certificates for four (4) hours time off, and four/fifths employees would receive certificates for six and four-tenths (6.4) hours time off.

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

ARTICLE XI HEALTH AND WELFARE

11.1 GENERAL PROVISIONS

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

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

c. Enrollment In Benefits Plans:

- (1) All new employees shall automatically be enrolled in the default level of medical, dental, and basic life insurance coverage. Employees shall be charged the applicable level of employee contribution, if any, for each plan. During the first thirty (30) days of employment, an employee may waive coverage under the medical plan by providing proof satisfactory to the plan that the employee has other group medical insurance coverage. An employee may also change their health plan or coverage option under the plan (for example, from employee only coverage to an option that includes dependent coverage) during the first thirty (30) days of County employment. Failure to make any change within the thirty (30) day initial enrollment period shall be considered an irrevocable election for the default coverage.

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

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

11.2 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. 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. Tier A employees who are eligible to receive cash back will continue to be eligible with the exception that the benefit, when combined with any premium costs and FICA reductions, shall not exceed \$894.52 per month. The County will provide the following maximum contributions to Tier A employees:
 - (1) Effective January 1, 2011, the County's maximum contribution shall be frozen at 80% of the Kaiser family premium for 2011.
- b. Tier B: The County shall provide an insurance contribution, henceforth known as Tier B, for employees starting employment with the County on or after January 1, 2007, and employees who were in Tier A and have voluntarily elected to participate in Tier B. The County contribution shall be reset annually on January 1 of each year. The County contribution amount shall be 80% of the premium amount for the health plan and level of coverage selected provided, however, that the maximum amount of the contribution shall be 80% of the premium amount for the least expensive, full coverage HMO health plan option offered by the County, for the level of coverage selected by the employee. The employee shall pay through

payroll deduction any additional premium not paid by the County contribution that is required for the plan option and level of coverage selected by the employee, or the default coverage if the employee did not select another plan or waive coverage as specified under the provisions of this Agreement.

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

Premiums for insurance coverage shall be based on the level of coverage selected.
- d. The default medical plan enrollment shall be the County's lowest premium high deductible health plan, employee only coverage. The employee shall be responsible for paying 20% of the premium for this coverage on a pre-tax, payroll deduction basis.
- e. All co-payments will remain at their respective 2006 levels for the duration of the Agreement.
- f. For medical cash-back calculations refer to Exhibit C. This provision is not intended to modify or change existing eligibility requirements.

11.3 RETIREE HEALTH SAVINGS PLAN

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

11.4 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.

11.5 LIFE INSURANCE

a. Basic Benefit: The basic life insurance benefit is \$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 four (4) times their annual salary to a maximum of \$500,000 of provided and purchased life insurance. Effective 2015 Optional Life will allow employees to purchase up to five (5) times their annual salary to a maximum of \$600,000. Premium rates for these supplemental options shall be determined by the County based on the quotation from the insurance carrier selected by the County to provide the life insurance.

c. Living Benefit: The life insurance benefit includes a "living benefit" option. To be eligible for this "living benefit," the claimant must be under the age of seventy (70); be diagnosed terminally ill (with life expectancy of twelve [12] months or less); not have assigned his or her employee life benefits; and not have a court order in force which affects the payment of life insurance benefits. The life insurance benefit will pay a benefit of up to 90% of the combined basic and any supplemental life amounts. 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 \$2,000_(\$0 from birth to fourteen [14] days of age; \$200 from age fourteen [14] days to six [6] months) is provided for each dependent 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 is \$2,000 per each dependent.

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.

11.6 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.

11.7 FLEXIBLE SPENDING ACCOUNTS

Employees in the unit shall have access to the County's flexible spending account program, which provides employees with the options of dependent care assistance benefits with a calendar year maximum of \$5,000 and medical expense reimbursement benefits with a calendar year maximum of \$2,500. 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.

11.8 STATE DISABILITY INSURANCE

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

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

c. Integration of County-paid leave benefits with State Disability Insurance will require detailed procedures which the County shall, in its sole discretion, implement

to ensure the equitable application of the program consistent with this Agreement provision. In accordance with current County policy, integration of County-paid leave balances and State Disability Insurance shall not be paid in a retroactive manner.

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

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

Disability Insurance payments, once all County-paid leave balances are exhausted, County compensation shall cease unless the employee returns to work.

- (6) The County shall continue its contributions towards the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods which include County payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain insurance coverage when County contributions cease.
- (7) Eligible part-time employees shall be included in this program on a prorated basis.

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

11.9 JOINT LABOR-MANAGEMENT HEALTH AND WELFARE COMMITTEE

The parties agree to work cooperatively in an ongoing joint labor-management health and welfare committee forum to review and address health and welfare issues that are of vital interest to both parties. 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.

11.10 HEALTH CARE REOPENER

a. The parties recognized 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, the County shall notify SCPA in writing. SCPA shall request to meet and confer over any proposed changes within 10 days. The parties agree to meet and confer in good faith pursuant to GC 3500 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.

ARTICLE XII RETIREMENT PLAN

12.1 RETIREMENT

a. Effective the first pay period after the approval of this MOU by the Board of Supervisors, employees will pay the full employee share of the retirement contribution in accordance with the provisions of the County Employee's Retirement Law of 1937.

b. Fiscal Year 2014-15: Effective the first pay period after approval of this MOU by the Board of Supervisors, all employees will pay an additional one-quarter of the difference, if any, between the full employee share of retirement contribution pursuant to Section a. above, 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 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).

d. 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).

e. Fiscal Year 2017-18: Effective the first pay period of July 2017, all employees will pay 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

12.2 DISABLED 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.

12.3 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 IRS Section 3121(b)(7)(f).

12.4 SAFETY RETIREMENT

a. From January 3, 1996, to and including February 29, 1996, all represented permanent employees hired prior to January 3, 1996, shall have the option to elect to become members of Tier 2 Safety Retirement. The plan shall be for future service only and shall become effective July 1, 1996.

b. Tier 2 Safety Retirement shall be identical to Tier 1 Safety Retirement except that Tier 2 Safety benefits shall be based on the average of three (3) years' salary and a maximum 2% COLA. Tier 2 Safety Retirement shall commence, for those who elect it, on July 1, 1996. Employees who elect to become members of Tier 2 Safety shall retain the right to convert prior Miscellaneous Retirement System credit to Safety Tier 2 credit at no cost to the County, by a formula approved by the SCERS Administrator.

c. All newly hired permanent employees hired on or after March 1, 1996, shall be placed in Tier 2 Safety. Members of Miscellaneous Tier 1 Retirement who do not elect to become members of Tier 2 Safety shall receive a one-time bonus payment of 4.5% of their personal annual gross salary on or about April 1, 1996.

d. Employees who are members of Tier 2 Safety Retirement and who are granted a non-service connected disability retirement shall have benefits for non-service connected disability computed as prescribed by Section 31727.7 of the County Employees Retirement Law of 1937.

12.5 MISCELLANEOUS RETIREMENT TIER 3

a. Effective the pay period which began on June 27, 1993, the County established a new miscellaneous retirement tier for certain County employees. This new Miscellaneous Retirement Tier 3 is the same as the existing Tier 2, except that the new Tier 3 has 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. Miscellaneous Retirement Tier 3 has not applied to members of this bargaining unit from the date above until the date indicated below in Subsection b.

b. Effective 120 days from the date of this Agreement, employees hired prior to June 25, 1995, who are members of Miscellaneous Tier 2 shall be given a one-time opportunity to transfer to Miscellaneous 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 return a signed authorization provided to them by the County electing this transfer to Miscellaneous Tier 3. The employee's election to transfer to Miscellaneous Tier 3, or the failure to elect to transfer to Miscellaneous Tier 3 and remain in Miscellaneous Tier 2, shall be irrevocable and shall apply to all periods of future service.

d. Employees who are members of Miscellaneous Tier 3 Retirement and who are granted a non-service connected disability retirement shall have benefits for non-service connected disability computed as prescribed by Section 31727.7 of the County Employees Retirement Law of 1937.

e. Employees hired on or after June 25, 1995, up to and including February 29, 1996, shall upon hire be placed into Miscellaneous Tier 3.

12.6 RETIREMENT ENHANCEMENT FOR SAFETY

a. 3% @ 50 Plan: Effective upon agreement with all recognized employee organizations representing safety members (heretofore represented by the Safety Coalition) but no later than June 27, 2004, the County will implement the 3% @ 50 plan.

b. Public Service Buyback: The County will implement the purchase of prior public service credits limited to a maximum of four (4) years, effective upon agreement with all recognized employee organizations representing safety and miscellaneous members on the public service buyback. The election to purchase shall be open-ended with the employee purchase of the employee's share, County's share and accumulated interest.

c. Reduction in CPI Salary Increase: Effective with the implementation of Subsection a. above, a reduction of 3.0% to offset increased retirement costs for safety members will be implemented. If the CPI increase is less than 3.0%, the CPI for the next year will further offset the difference so that the total offset is 3.0%.

12.7 SAFETY RETIREMENT TIER 3

The County shall establish a Safety Retirement Tier 3 based upon the 3% at age 55 formula prescribed by Government Code Section 31664.2, with a final compensation based upon the highest three-year average compensation pursuant to Government Code Section 31664, and shall have a post-retirement cost of living adjustment factor pursuant to Government Code Section 31870 to a maximum annual 2%. This retirement tier shall apply exclusively to employees first hired as a new employee with the County or an employee going from temporary to permanent status after implementation of the Safety Retirement Tier 3. Employees laid-off and previously placed on reemployment lists with status in Safety Retirement Tiers 1 or 2 shall be returned to the safety retirement tier they previously held upon reemployment from said list. This section applies to employees hired between January 1, 2012 and December 31, 2012.

12.8 SAFETY RETIREMENT TIER 4

The County shall establish a Safety Employee Retirement Tier 4 based upon California Public Employees' Pension Reform Act of 2013, resulting in a 2.7% at age 57 formula with a final compensation based upon the highest three-year average compensation. This retirement tier shall apply exclusively to employees hired on or after January 1, 2013.

ARTICLE XIII ALLOWANCES AND REIMBURSEMENT

13.1 MEAL ALLOWANCE

a. Employees of the Boys' Ranch, Warren E. Thornton Youth Center, or Neighborhood Alternative Center who are scheduled to work during meal times shall be entitled to receive the same meals that are received by the wards. Such meals shall be provided without charge.

b. Intake officers while on duty and employees who supervise wards at the Youth Detention Facility (Institution) during meal times shall be entitled to receive the same meals that are received by the wards. Such meals shall be provided without charge.

13.2 OUT-OF-CLASS ASSIGNMENTS

a. When an employee is assigned by the appointing authority or designee in writing to work in a higher classification, the employee shall receive a 5% pay differential beginning on the 1st workday through the 45th day of such assignment.

b. No temporary assignment under this provision shall continue for more than forty-five (45) calendar days. The purpose of this restriction is to prevent the pay differential from being used to circumvent the civil service appointment process.

13.3 DAMAGED/LOST PROPERTY

The County will reimburse employees represented by the Association for personal property damaged or lost in the line of duty, subject to the conditions identified herein.

a. Reimbursement is to cover the payment of costs for repair, replacement, or actual value of personal property of an employee, such as eyeglasses, watches, or articles of clothing necessarily worn or carried by the employee, when such items are damaged or lost during the performance of, and in the line of, duty.

- b. Employees claiming reimbursement shall submit a written request for reimbursement in the form provided by the County.
- c. Reimbursement shall not be made for losses resulting from acts of negligence or deliberate destructive acts on the part of the employee; or losses resulting from ordinary wear and tear incidental to normal use and employment.
- d. Reimbursement shall not exceed the actual cost of the item or \$125, whichever is less.
- e. The County Probation Officer, or his/her designee, will review the claim for reimbursement and shall approve or disapprove the request.
- f. Upon determination of approval or disapproval, the County Probation Officer shall advise the claimant in writing.

13.4 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.

13.5 DAMAGE TO PRIVATE AUTOMOBILE

a. The County shall pay one-half of the insurance deductible on private automobiles used in accordance with Section 13.4 not to exceed \$50 on any one (1) claim for vandalism or accident involving uninsured motorists subject to the following conditions:

- (1) The accident must occur on duty and in the case of the vandalism be tied to a case number.
- (2) A police report must be made.
- (3) In the case of an automobile accident with an uninsured motorist, there must be no negligence on the part of the employee.
- (4) This provision would not apply during any labor dispute or civil unrest.

b. The provisions of this section shall not apply in accidents involving insured motorists.

13.6 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; and
 - (4) The assignment is in writing and reviewed on an annual basis.
- c. Sign language may be treated as a bilingual skill pursuant to this section.
- d. Employees who qualify pursuant to the above shall be paid either:
 - (1) Oral skills differential of forty cents (\$0.40) per paid hour per pay period; or
 - (2) Oral/written skills differential of fifty cents (\$0.50) per paid hour per pay period.
 - (3) The County shall determine if the employee is qualified to receive either the (1) oral skills differential or the (2) oral/written skills differential. Such determination of proficiency is not subject to Article VI, Grievance and Arbitration procedure.

13.7 CANINE HANDLERS

- a. Each employee assigned in writing by the appointing authority as a Canine Handler and who is responsible for the care and maintenance of a canine is authorized to spend and shall be deemed to have spent ten (10) hours of scheduled work per month in ordinary care and informal training that cannot be performed during regularly scheduled hours. For those overtime hours incident to caring for the dog only, the employee shall receive overtime compensation at the rate of one and one-half times the employee's hourly rate. The Sacramento County Probation Association agrees that this compensation shall be approximately equivalent to the amount of time it takes to feed, exercise, groom, and work with the canine on a monthly basis.
- b. The County shall also be responsible for the construction of a kennel and a chain-link enclosure approximately six feet by ten feet (6' x 10') on property

designated by the canine handler for any employee canine handler who does not currently have a kennel.

c. Upon implementation of this contract section, the County will make a lease payment to all canine handlers in the amount of eighty dollars (\$80.00) a month. This lease payment shall be paid only to those canine handlers who own their own dog.

d. If a dog which is owned by the County becomes permanently disabled, as determined by the County, the canine handler shall be offered the first opportunity to purchase this animal at a cost of one dollar (\$1.00). A County-owned dog so purchased shall not be entitled to any benefits under this contract section.

e. Death or permanent disability to a dog owned by a canine handler occurring within the scope of its law enforcement employment or as a result of an aggressive act towards the dog occurring as a result of the dog's employment with the County shall entitle the canine handler to be compensated. The amount of compensation to be received by the canine handler is set forth below. The payment shall be made within thirty (30) days of the canine's death or within thirty (30) days of the final determination that the canine is disabled.

<u>Years of Service</u>	<u>Amount Payable</u>
Less than two years	\$6,000.00
Two to three years	\$5,000.00
Three to four years	\$4,000.00
Four to five years	\$3,000.00
Five to six years	\$2,000.00
Six to seven years	\$1,000.00
Eight years and more	\$0

f. During the term of this Agreement, the County shall reimburse the handler actual costs of all medical services provided to the handler's dog or to a dog owned by the County, whether or not the need for medical services arises out of active service for the County. The veterinarian shall ordinarily be directed by the canine handler to send his bill for services rendered to the County. The County would also be required to pay for any pre-lease medical examination required by the County. This section shall not extend to injuries due to the negligence of the owner/employee canine handler.

g. The County maintains the authority to select employees to work within the canine program. Once an individual is selected to be a canine officer, it is the responsibility of that officer to acquire a suitable dog for the canine program. After the employee has been selected to work in the canine program, the employee shall acquire a dog suitable to work in the canine program at the employee's own expense. Within the next pay period following the acquisition and prescreening of a canine, the employee selected to work in the canine program is entitled to compensation as a canine officer as set forth within this section.

h. If after the canine becomes certified the canine handler voluntarily leaves the canine program, the canine handler is not entitled to any compensation for this dog.

i. Each dog in the service shall have on file with the appointing authority a document describing it and including its name, color, age, sex, condition, size and breed. Such documents shall be signed by the canine handler.

j. The level of proficiency of the subject dog shall be certified annually by a Police Dog Trainer selected by the County, and by successfully completing two (2) County recognized dog trials per year. Failure to pass certification test shall be deemed grounds for termination of the assignment to the canine detail.

k. In the event that the dog owned by the employee receives an on-duty permanent disability, or that the dog is removed from active service after a specified period of duty for the County, the dog shall be considered in retirement. A dog removed from active service after two (2) years of continuous service which is otherwise not subject to the permanent disability provision, shall be entitled to a term of benefits under this section equal to the duration of the active service to the County. This section shall not extend to injuries due to the negligence of the owner canine handler. This retirement section shall remain in effect only as long as the dog remains in the total custody and control of the owner. The County shall pay all veterinary medical expenses incurred by a retired dog, not to exceed \$500.00 per calendar year. The County shall agree to renew the agreement for the retired dog at the end of each calendar year. In consideration for the medical fees during retirement, the County shall have the right to use the dog's name in any public relations activity.

l. This care and maintenance pay represents good faith compensation calculated on an hourly basis associated with the daily care and maintenance of a canine, outside the normal hours of the assigned employee during the month. The intent of this pay is to insure compliance with all applicable state and federal labor and other laws including, but not limited to, the FLSA.

13.8 STANDARDS AND TRAINING FOR PAY INCENTIVE

a. Employees in the classes of Deputy Probation Officer and Senior Deputy Probation Officer will become eligible for a 6% Standards and Training in Correction Certificate pay incentive, at or above the Deputy Probation Officer certificate level, beginning the first biweekly pay period after submission of evidence of eligibility to the person designated by the appointing authority. Effective June 24, 2018, this pay incentive shall be increased to 7%. Effective June 21, 2020, this pay incentive shall be increased to 8%.

b. Employees in the class of Probation Assistant will become eligible for a 3% Juvenile Correction Officer CORE Training pay incentive, beginning the first biweekly pay period after submission of evidence of eligibility to the person designated by the appointing authority. Effective June 24, 2018, this pay incentive shall be increased to 4%. Effective June 21, 2020, this pay incentive shall be increased to 5%.

c. Any employee either receiving or eligible to receive the Juvenile Correction Officer CORE Training pay incentive who is hired as or promoted to Deputy Probation Officer or Senior Deputy Probation Officer shall receive the Juvenile Correction Officer CORE Training pay incentive until the employee begins to receive the Standards and Training in Correction Certificate pay incentive, at or above the Deputy Probation Officer certificate level.

13.9 TRANSIT PASS

The transit subsidy shall be \$75 per month.

13.10 PHYSICAL FITNESS INCENTIVE

The Association acknowledges the need for the Probation Department to maintain a physically fit workforce whose duties require them to arrest and subdue probationers. The County, department, and the Association agree to mutually work towards achieving this goal through the following process: The County agrees to refer SCPA proposal #4 dated June 12, 2014 to the Training and Safety Committee (Section 14.2).

ARTICLE XIV SAFETY AND HEALTH

14.1 OBJECTIVE

The County and the Association 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.

14.2 TRAINING AND SAFETY COMMITTEE

The Training and Safety Committee shall be comprised of at least one (1) SCPA member from each Probation Department division appointed by the SCPA President and at least one (1) manager from each division. The Committee shall meet as needed, but at least four (4) times a year as called by the Chairperson of the Committee. Any member of the Committee may be appointed as Chairperson at the discretion of the County Probation Officer.

14.3 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/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 sunglasses will be provided to these employees at County expense. If both safety sunglasses and regular safety glasses are required on the job, both will be provided by the County.

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

14.4 SAFETY EQUIPMENT

a. The County shall provide employees assigned to field as authorized by the appointing authority, safety equipment required by the Probation Department, which may include, but is not limited to, any of the following:

- Radios
- Firearms, Ammunition, Holster, Pouches, and related leather-type goods
- Handcuffs
- Flashlights
- Body Armor
- Badges
- Chemical Agent
- ID Jackets
- Latex Gloves

b. The County shall replace the safety equipment required by the department which has become unserviceable through normal wear and tear or other circumstances under which the equipment has become unserviceable without fault on the part of the employee. Employees may provide their own safety equipment at their own expense provided that the equipment meets the requirements specified by the Probation Department.

c. All safety equipment provided by the County shall remain property of the County.

14.5 TRAINING

a. Authorized Safety Equipment: Employees authorized by the appointing authority to carry weapons concealed upon their person will be permitted paid time for training prescribed by the appointing authority for the carrying of such weapon.

b. Probation Aides: Probation Aides shall participate in Probation Department training conducted in compliance with Penal Code Section 832.

c. Employees whose regular shift exceeds eight (8) hours shall have the option of taking time off (CTO, vacation, HIL) or the option of returning to work after a training session. At the time the employee is informed of the training assignment the

employee shall have the responsibility to communicate to management the decision to return to work, otherwise the employee will take the time off.

d. The department shall, as part of the employee's mandatory annual training as required by the Standards and Training for Corrections (STC), make available to all employees training in the following areas: First Aid, CPR, Self-Defense, and Use of Restraints. Additionally, the department shall also provide a review of the Probation Department's Emergency and Safety Procedures, including the Hostage Policy, on an annual basis wherever appropriate.

14.6 CALIFORNIA REFERENCE CODE BOOKS

The County agrees to make available at all principal offices of the Probation Department current copies of the Vehicle Code, Penal Code, Welfare Institution Code and Health and Safety Code.

ARTICLE XV CAREER DEVELOPMENT

15.1 CAREER DEVELOPMENT COMMITTEE

The County and the Association agree that discrimination in employment in the Sacramento County Probation Department due to race, ethnic group, or sex is a subject of major mutual concern. The Association President may appoint three (3) SCPA members who shall be allowed reasonable time off to confer with management representatives of the Probation Department and the County regarding employment problems related to such discrimination.

15.2 TUITION REIMBURSEMENT

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

ARTICLE XVI EMPLOYEE ASSIGNMENT AND RETENTION

16.1 REASSIGNMENT

a. Reassignment within Services: The department continues and maintains the right to reassign employees within Institutional Services and within Probation Services.

b. Job Preference Questionnaire: The Department shall annually circulate a job preference questionnaire to all employees in the unit and will consider these preferences in the filling of vacancies and in making changes in assignments.

ARTICLE XVII PERFORMANCE EVALUATION

17.1 PERFORMANCE EVALUATION

Employees shall be given an opportunity to read and sign 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. The Department shall endeavor to provide all employees in the unit with an annual performance evaluation.

ARTICLE XVIII MISCELLANEOUS

18.1 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 County 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 Association without prior notification and discussion with the Association.

b. Any former employee 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.

c. An employee who is offered a promotion to a higher classification before having completed the probationary period for the current classification shall be notified in writing that acceptance of the promotion shall cause the employee to hold no future job rights to the current classification. The employee shall be provided the opportunity to sign the notification. If the employee refuses to sign the notification, it shall be noted on the notification. A copy of the notification shall be placed in the employee's personnel file.

18.2 PARKING FEES

The County agrees not to impose any employee parking fees outside the downtown area, except for such fees as may be imposed to encourage carpools by State or Federal legislation.

18.3 INFORMATION SUPPLIED TO THE ASSOCIATION

- a. The County agrees to provide at no charge to the Association:
 - (1) Minutes and agenda of the Board of Supervisors, Civil Service Commission and Retirement Board;
 - (2) A copy of all personnel action forms regarding class changes to the Association;
 - (3) Alphabetical and numeric salary range tables; and, "In-Lieu Sheets"; and,
 - (4) Upon request, but no more than quarterly, a computer listing of members in classes in bargaining units represented by the Association.
- b. The County will make a good faith effort to deliver these items in a timely fashion.

18.4 COPIES OF AGREEMENT

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

18.5 DISCUSSION OF ALTERNATIVES TO LAYOFF

If it becomes necessary for the County to have a reduction in work force, the parties mutually agree to discuss alternatives to layoff. Such discussion may include reduced workweek, leaves of absences, voluntary layoff, early retirement, and/or other issues which may minimize mandatory layoff.

- a. The Association shall give notice of its intentions to discuss alternatives to layoff immediately upon notification to the Association that layoffs are necessary.
- b. The parties, upon discussion, will make every effort to reach an agreement within the fourteen (14) day notice of layoff period required in the layoff provisions of this Agreement.
- c. This provision shall not limit the County's right to lay off employees following the fourteen (14) day notice requirement of the layoff provisions of this Agreement.

18.6 LETTERS OF REPRIMAND

- a. Each employee shall be given an opportunity to read and sign formal letters of reprimand prior to the placement of such material in his/her personnel file.

The employee shall receive a copy of the letter of reprimand. A "letter of reprimand" is a written censure of an employee. Letters of reprimand shall only be given for just cause.

b. An employee may grieve whether a formal letter of reprimand was given for just cause through Step "3" of the regular grievance procedure.

c. Upon request of the employee, a written reprimand and any written rebuttal submitted by the employee shall be removed from an employee's personnel files if the employee has worked for a three (3) consecutive year period, subsequent to receipt of the written reprimand, without receipt of any additional letters of reprimand or disciplinary action.

d. Written reprimands which are removed from an employee's personnel files shall be kept sealed in a separate file under the control of the Chief Probation Officer or the Assistant Chief Probation Officer to be opened only with permission of the Chief Probation Officer or the Assistant Chief Probation Officer with prior notification to the employee.

18.7 AUTOMATIC TERMINATION

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

18.8 DEFERRED COMPENSATION

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

18.9 CLASSIFICATION STUDIES

The County agrees to provide copies of classification studies or reports intended to be presented to the Civil Service Commission seven (7) days in advance of such presentation if the study(ies) directly affects classifications within the unit. The County agrees to meet with the Association upon request regarding any proposed class specification changes.

18.10 DEPUTIZATION OF PROBATION ASSISTANTS

Full-time permanent employees in the class of Probation Assistant, who are legally eligible to be deputized, will be deputized.

18.11 SAVINGS CLAUSE

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

18.12 JOINT LABOR-MANAGEMENT COMMITTEE

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

- (1) The committee will meet every other month or more often if mutually agreed to by the parties.
- (2) The agenda for each meeting will be decided five (5) working days in advance of the meeting, unless otherwise mutually agreed to by the parties.
- (3) The County will release a reasonable number of officially designated Association officers for attendance as needed at the meetings. The number of officers in attendance will be mutually agreed upon before each meeting.
- (4) This section is not grievable within the meaning of the grievance procedure as defined in Article VI of this Agreement.

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 Probation Non-Supervisory 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 an employee who is subject to disciplinary action or his/her representative.

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, except as provided in the Civil Service Rules or as otherwise provided by law.
- 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 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 entered in the County's payroll system. If notice is provided by mail, the employee should be deemed to have received notice five (5) days after the date of mailing. At the same time, service shall be made to the Association.

c. The order shall be approved as to form by the County Counsel 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 in which the appeal must be made, and the required content of the appeal.

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

19.8 APPEAL

a. The employee who is subject to the disciplinary action or his/her representative shall have the right to file an appeal of the disciplinary action, within fifteen (15) calendar days after receiving the order of disciplinary action, by filing a written notice of appeal with the Director of Labor Relations. The notice of appeal 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 and to no other remedy.

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

e. If the employee who is subject to disciplinary action or his/her representative 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 the employee who is subject to the disciplinary action or his/her representative and the County.

b. The selection of the arbitrator shall be in accordance with Section 6.14-a. and b. 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 non-complying 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 may be a private or public hearing as determined by the employee.
- b. The employee who is subject to disciplinary action may be represented by the representative of his/her choice.
- 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

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.

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 the Association and the County, in the event the employee subject to the disciplinary action is represented by the Association. In the event the employee subject to the disciplinary action is not represented by the Association, the County shall pay the fees and expenses of the arbitrator, the court reporter, and transcript, if any. The parties shall bear their own witness fees; however, the Association shall not be charged any witness fees for County employees.

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 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 SENIORITY, LAYOFFS AND REEMPLOYMENT

DIVISION A APPLICATION-PURPOSES-RIGHTS

20.1 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.

20.2 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.

20.3 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 20.5

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.

e. P.O.S.T. positions vacated by layoffs can be filled regardless of "grandfather rights" by reverse order of seniority. Such vacancies will be filled first with those employees without "grandfather rights", then by reverse seniority. Employees will be restored to their former service, and "grandfather rights" restored, based on seniority, as vacancies occur.

20.4 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.

20.5 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.
- (3) Where seniority dates are still the same, ties shall be broken by the last two digits of the employees Social security numbers, with the lower number equating to higher seniority. For example, if the last four digits of one employee's Social Security number is 9501 and the other employee's last four digits of the Social Security number is 9502, the employee with 9501 will be deemed more senior.

If there is still a tie after application of the last two digits of the Social Security numbers, the tie will be broken by the last three digits of the employees' Social Security numbers, with the lower number equating to higher seniority. Each successive number of the employees' Social Security numbers will be used if there continues to be a tie, until the tie is broken.

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.

20.6 REDUCTION-IN-HOURS IN LIEU OF LAYOFF

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

b. When it becomes necessary due to a lack of work, lack of funds, or in the interest of economy, to implement a reduction-in-hours of employees in a department, the order in which employees within each class will be assigned to the four-fifths time position in lieu of layoff shall be based on seniority as provided in Section 20.5.

c. Implementation of a reduction-in-hours in lieu of layoff shall not require the separation of temporary or provisional employees in the class involved. Temporary and provisional employees in the class involved in the reduction-in-hours in lieu of layoff shall be reduced-in-hours or separated prior to the reduction-in-hours in lieu of layoff of any probationary or permanent employees.

d. Any employee who is reduced-in-hours in lieu of layoff shall, in the absence of a layoff of said employee, have no right either pursuant to Section 20.4 or otherwise, to demote within the department or to request demotion to another department.

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

f. An involuntary reduction-in-hours shall only be implemented to the extent that the number of accepted volunteers for four-fifths positions under Section 20.7 and the number of accepted volunteers for leaves of absence under Section 20.8 are insufficient to achieve that number of reductions as determined by the County.

20.7 VOLUNTARY REDUCTION-IN-FORCE

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

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

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

20.8 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 20.7 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.

20.9 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 20.31. If there are no eligible employees available on the reemployment lists described in Section 20.31, 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 20.28. If there are no eligible employees available on the return or reemployment lists described in Section 20.28, the position shall be filled in accordance with other personnel rules.
- b. With regard to a full-time position which becomes vacant, the County may:
- (1) Delete the vacant position;
 - (2) Retain the position without returning any four-fifths time employee to full-time employment and without making any appointment to that position;
 - (3) Retain the position and make an appointment to that position from the return to full-time employment list.

20.10 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

20.11 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 County shall make reasonable efforts to deliver the notice personally to the employee at their work location; however, if unable to personally deliver the notice to the employee at

their work location, the County shall mail the notice to the employee's last known address. The last known address shall be deemed to be the address that is entered into the County's payroll system. The notice shall be deemed served on the date it is personally handed to the employee or, if the notice is provided by mail, it shall be deemed served five (5) days after the date of mailing.

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.

20.12 NOTICE TO ASSOCIATION

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

b. The County shall provide written notification to the Association of employees approved for a voluntary reduction of hours within 30 calendar days after approval.

20.13 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 20.14 through 20.23 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.

20.14 DEFINITION

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

20.15 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.

20.16 DELIVERY TO ASSOCIATION

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

20.17 COMPLAINTS BY ASSOCIATION

a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 20.16 or twenty-two (22) calendar days after the filing of a grievance by the Association, whichever is earlier, the Association shall file a consolidated complaint with respect to all such grievances. The complaint shall name each employee previously named in a grievance, who the Association asserts has been not validly served with notice of layoff/reduction-in-hours in lieu of layoff, not served in a timely manner, misplaced within the order of layoff/reduction-in-hours in lieu of layoff, or incorrectly identified for layoff/reduction-in-hours in lieu of layoff under the order of layoff/reduction-in-hours in lieu of layoff. Any employee named in a timely grievance filed by the Association or a timely employee grievance, who is not so named in the complaint, shall be deemed to have been validly and correctly identified for layoff/reduction-in-hours in lieu of layoff under the order of layoff/reduction-in-hours in lieu of layoff.

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

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

20.18 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.

20.19 CONSOLIDATION OF PROCEEDINGS

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

b. Consolidation shall be effected by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice shall designate the arbitrator for the consolidated hearing from among those specified in Section 20.20-a., or in the event of their unavailability, the arbitrator selected pursuant to Section 20.20-b.

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

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

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

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

20.20 APPOINTMENT OF ARBITRATOR

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

b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of five (5) arbitrators. The parties shall alternately strike one (1) name from this list and the remaining name shall be the selected arbitrator.

20.21 HEARINGS

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

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

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

20.22 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.

20.23 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 20.11.
- e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff/reduction-in-hours in lieu of layoff of fewer personnel than ordered by the County or which otherwise impairs the discretion of the County to determine the number of personnel within each department who will be employed.
- f. The arbitrator shall have no authority to add to, delete, or alter any provision of this article, but shall limit his 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.

20.24 COSTS

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

DIVISION C REEMPLOYMENT/RETURN

20.25 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 County-wide reemployment list for a vacancy in the class from which the person was laid off, which is authorized to be filled, pursuant and subject to the provisions set forth in this division.
- 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.

20.26 TYPE OF POSITION

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

20.27 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.

20.28 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 20.7. The order of employees on the departmental list for return to full-time employment shall be based upon seniority as provided in Section 20.5. Employees who acquire permanent status in the class subsequent to the effective date of their reduction-in-hours in lieu of layoff shall be added to the return to full-time employment list on the date they attain permanent status.

20.29 DEPARTMENTAL REEMPLOYMENT LISTS

a. The County shall prepare a departmental reemployment list for each class in each department in which an employee with permanent status in that class is laid off. As personnel are separated from a class in which they hold permanent status, their names shall be added to the list for the class and department in which the layoff occurs. The order of personnel on each departmental reemployment list shall be based upon seniority established in the class to which the list refers, as determined under Division A.

b. Notwithstanding any provision of this article to the contrary, the order of names on departmental reemployment lists shall be derived from (by inverting) the order of layoff prescribed by layoff lists, as the order of layoff may be modified by agreement between the parties or award under grievance-arbitration proceedings commenced pursuant to layoff under Division B. The purpose of this provision is to insure that disputes concerning the order of layoff and of departmental reemployment lists are raised and settled at or near the time of layoff, and not at the time reemployment is sought.

20.30 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.

20.31 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 20.7, Subsection c. Otherwise, it shall be filled from the departmental return to full-time employment list for the class in which the vacancy exists and for the department in which the vacancy exists. Employees who have been reduced-in-hours in lieu of layoff shall be returned to vacancies in the order of the list. If the vacancy is not filled as provided in this subsection, then;

- b. A vacancy in a class shall be filled first from the Medical Center transfer eligible lists prescribed in Section 7.7(d) of the Civil Service Rules, as that section existed prior to August 15, 1974. If the vacancy is not filled by appointment from the Medical Center transfer eligible list, then;
- c. The vacancy shall be filled from that departmental reemployment list for the class in which the vacancy exists and for the department in which the vacancy exists. Persons shall be appointed to vacancies in the order of the list.
 - (1) One (1) person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.
 - (2) A person to whom an appointment is intended to be offered may be contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless the person has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to the person's last known address, and the person has failed to accept the appointment in writing within five (5) calendar days following the date of mailing of the notice.
- d. No persons shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name shall be certified for vacancy in excess of one (1).
 - (1) For each person who declines an offer of appointment, an additional name shall be certified.
 - (2) A person on the County-wide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as is specified in Section 20.31-c.(2).
 - (3) If there are fewer than three (3) names on the County-wide

reemployment list, a rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

20.31.1 REEMPLOYMENT OF OFFICERS WITHOUT CONTINUOUS COUNTY SERVICE

- a. The County may conduct a background investigation on any employee; who is reemployed off the Re-employment List if the employee has not remained in continuous employment with the County since layoff. Such background investigations shall be limited to the time between the date the employee was laid off and the date the County notified the employee of the offer to be re-employed. The background investigation shall be subject to the limitations specified in section b.
- b. The background investigation for employees who receive an offer of re-employment off the County Re-employment List shall be limited to:
 - (1) A review of the employee's DMV history to verify the employee has a valid driver's license.
 - (2) Review of the employee's criminal history, limited to the time period mentioned in section a. If the criminal history check reveals information not disclosed to the Department by the employee during the period of employment prior to layoff, the employee shall be reemployed and the County shall not be deemed to have waived any right to pursue the disciplinary process.
 - (3) Proof of automobile insurance.
 - (4) Current address.
 - (5) Work history. An employee shall not be disqualified on the basis of the type of work performed from separation date to date of re-employment unless said work is illegal in the State of California.

All of the above shall be limited as described in subsection a. The terms of this Section are not intended to waive SCPA's right to file a grievance under the MOU to dispute a member's denial of re-employment.

- c. Employees who wish to appeal a denial of re-employment from the Re-employment List based on medical and/or psychological evaluations shall be afforded the opportunity to appeal to the Disability Compliance Office and the County will engage in the interactive process with the employee.

- d. Employees who are denied re-employment from the Re-employment list based on information discovered during the limited background investigation shall be afforded an administrative appeal hearing, similar to a *Skelly* hearing, with the Chief Probation Officer.
- e. Employees may appeal a denial of re-employment to the Civil Service Commission. The employee shall be afforded the same appeal rights as new applicants under Sections 4.7, 4.8 and 4.9 of the Civil Service Rules.

20.32 REMOVAL FROM RETURN TO FULL-TIME EMPLOYMENT LIST

An employee shall remain on the departmental return to full-time employment list for a classification only as long as the employee retains employment in the reduced-in-hours position for that classification. Additionally, an employee shall be retained on the list, but not certified, as long as the reduced-in-hours position is voluntarily held (that is, the employee requests the reduced-in-hours position and is accepted pursuant to the provisions of Section 20.7). Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.

20.33 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS

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

- a. Upon the expiration of two (2) years following the effective date of layoff of each person or five (5) years providing such person has remained employed by the Probation Department.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class).
- c. Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Section 20.31–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.
- e. Any permanent employee terminated from employment for disciplinary

reasons shall be removed from all reemployment lists the effective date of the final disciplinary action and shall not be eligible for reinstatement to any reemployment list unless such reinstatement is ordered by an arbitrator at the conclusion of a proceeding pursuant to MOU Section 19.8 et seq.

- f. Any employee in the classification of probation aide (on-call) who is separated from employment shall remain on all reemployment lists, subject to the other provisions of Section 20.33.

The text of these provisions shall be included in any notice of disciplinary action or notice of release from on-call status.

20.34 REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS

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

- a. Upon the expiration of two (2) years following the effective date of layoff of each person or five (5) years providing such person has remained employed by the Probation Department.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class).
- c. In the event a person states in writing that the person does not desire appointment from the list, or fails to file a written statement expressing the person's desire for appointment within five (5) calendar days following certified mailing, to the person's last known address.
- d. Removal from the departmental reemployment list. The removal shall be from that County-wide reemployment list for the class to which the departmental reemployment list applied.
- e. Except as provided in paragraph c. of Section 20.33, 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.

20.35 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.

20.36 SERVICE OF REEMPLOYMENT LISTS

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

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

20.37 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 20.38 through 20.44 shall be applicable only to disputes arising under Division C of this article.

20.38 EXISTENCE, ORDER AND CONTENTS OF REEMPLOYMENT LISTS

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

b. No later than twenty (20) calendar days following each service of reemployment lists upon the Association, the Association shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list or return to full-time employment list required by this article, has established a reemployment list or return to full-time employment list prohibited by this article, the order of personnel contained on any one (1) or more of the lists violates the provisions of Sections 20.25, 20.26, 20.27, 20.28, 20.29 or 20.30, 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 20.36.

e. The failure of the Association to file a grievance within the time required herein shall constitute a waiver of the right to challenge the matters referred to in this section, which is binding upon the Association and all other persons.

20.39 OTHER MATTERS

a. Except as to matters referred to in Section 20.38, the Association and any persons laid off from a class or reduced-in-hours in lieu of layoff in a class covered by this article shall be authorized to file a grievance alleging a violation of Sections 20.25 and 20.35.

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

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

20.40 PRE-ARBITRATION HEARING

a. A hearing shall be held by the County Executive or his/her designee on all grievances filed pursuant to the provisions of Sections 20.38 and 20.39, not later than ten (10) working days following the date of filing. The Association shall be given advance written notice of the time, date and place of all such hearings, and shall be authorized to appear and participate therein.

b. If the County Executive or his/her designee determines that a grievance shows a violation of this article and is otherwise timely and within the scope of the grievance-arbitration provisions, he 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/her designee shall issue a written decision not later than five (5) working days following the date of the hearing, and shall mail copies to the grievant or grievants and the Association.

20.41 REQUEST FOR ARBITRATION

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

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

20.42 ARBITRATION SCHEDULING

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

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

20.43 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.

20.44 COSTS

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

DIVISION D MISCELLANEOUS

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

**ARTICLE XXI
TERM**

21.1 TERM

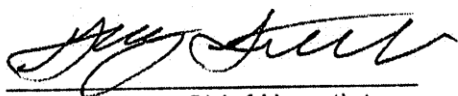
a. The provisions of this Agreement shall be effective on July 1, 2018, except as otherwise specifically provided.

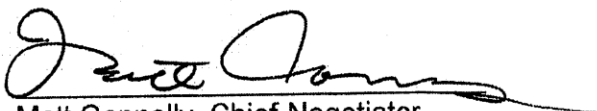
b. This Agreement shall remain in full force and effect from July 1, 2018, to and including June 30, 2021.

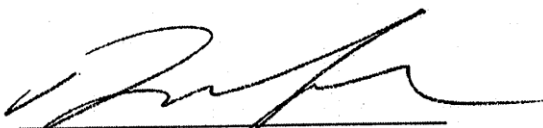
Dated: 6/19/18

SACRAMENTO COUNTY
PROBATION ASSOCIATION

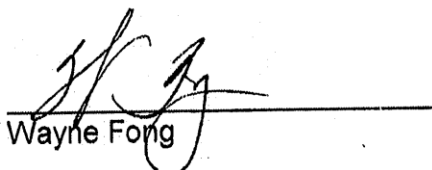
COUNTY OF SACRAMENTO


By: 
Greg Stuber, Chief Negotiator

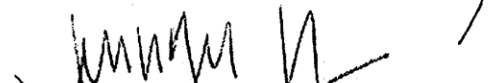
By: 
Matt Connolly, Chief Negotiator



Tim Sowards



Marlon Yarber

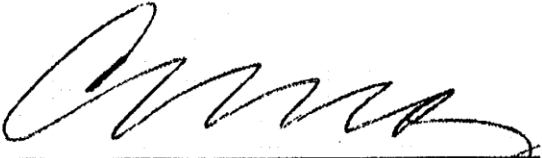

Wayne Fong


Carol Paris


Jennifer Yoshida


Rebecca Eaton


Nicole De La Riva


Christopher W. Miller, Esq.

- Exhibit "A"
- Exhibit "B"
- Exhibit "C"
- Exhibit "D"

Exhibit “C”

Medical Cash-Back Feature: Employees hired prior to July 19, 1998, with medical insurance or health plan coverage whose premium rate is less than the County contribution as set forth in Section 11.2a of this Agreement shall receive an additional cash payment. For such employees who are covered by Social Security (FICA), this cash payment will equal the amount of the applicable maximum County contribution set forth in Section 11.2a, minus the cost of the premium rate for the employee’s medical insurance or health plan coverage, minus a percentage equal to the County’s Social Security contribution rate on FICA taxable wages, and minus any County cost (excluding FICA) which are applicable to such cash payment, if any. For such employees who are not covered by Social Security, the cash payment will be calculated in exactly the same manner, except there will be no deduction of the percentage equal to the County’s Social Security contribution rate on FICA taxable wages. Employees eligible for cash back benefits shall be grandfathered for the duration of their continuous employment history with the County of Sacramento. Such cash back benefit shall be a vested right.

Exhibit “D”

LETTER OF UNDERSTANDING BETWEEN COUNTY OF SACRAMENTO AND SACRAMENTO COUNTY PROBATION ASSOCIATION FOR THE PROBATION NON-SUPERVISORY UNIT

This Letter of Understanding is intended to satisfy the terms of the March 27, 2014 Settlement Agreement in Public Employment Relations Board (PERB) Case No. SA-CE-825-M. Therefore, the County of Sacramento (“County”) and the Sacramento County Probation Association (“Association”) make the following agreement replacing Article XVI, Section 16.1, REASSIGNMENT, of the 2014-2018 Agreement covering all employees in the Non-Supervisory Probation Unit:

16.1 PURPOSE

This section identifies the grounds upon which bargaining unit members may be transferred and provides procedures by which those transfers may be accomplished.

16.2 DEFINITIONS

- a. “Shift” encompasses an employee’s hours of work and/or days off and/or unit assignment.
- b. “Vacant shift” is limited to hours of work and/or days off.

16.3 REASSIGNMENT

- a. Reassignment within Services: The department maintains the right to reassign employees within Institutional Services and within Probation Services.
 - (1) Permanent employees shall be given at least five (5) workdays’ written notice prior to a permanent change in their shifts and/or assignments. The notice requirement shall not apply to emergency assignments.
 - (2) If the proposed change in shift and/or assignment creates a hardship for an employee, the employee may request an extension of an additional five (5) workdays. Such requests shall not be unreasonably denied.

- (3) The required time period may be waived by mutual agreement of the employee and the Division Chief or his/her designee.
- b. Job Preference Questionnaire: The department shall annually circulate a job preference questionnaire to all employees in the bargaining unit and will consider these preferences in the filling of vacancies and in making changes in assignments.
- c. YDF Annual Shift Change: The Department shall conduct an annual shift change at the Youth Detention Facility (YDF). In conducting the annual shift change, the Department shall give consideration to employees' shift preferences, according to seniority and subject to gender, program needs and/or training requirements. If it becomes necessary for the Department to schedule another shift change at the YDF in addition to the annual shift change, the County shall give the Association reasonable notice of, and state the reasons for the additional shift change. In adjusting employee shifts under this section, the Department shall give consideration to employees' annual shift preferences, according to seniority.
- (1) Temporary Shift Changes: The Department may alter employee shifts at the YDF temporarily during staff shortages or emergency situations. If the temporary shift change affects at least ten percent (10%) of the bargaining unit members assigned to the YDF, the County shall give the Association reasonable notice of the nature of the staff shortage or emergency and its anticipated duration. In adjusting employee shifts under this section, the Department shall give consideration to employees' annual shift preferences, according to seniority.
- (2) Involuntary Transfers: The Department may need to adjust individual shifts at the YDF for safety, security or program needs at times other than the annual shift change. If the Department determines there is a need to transfer a YDF employee involuntarily to a different shift, the Division Chief or designee shall discuss with the employee the specific safety, security and/or program needs causing the involuntary transfer. If the Department determines there is a need to fill the vacant shift caused by the transfer, the Department shall give consideration to employees' annual shift preferences, according to seniority and subject to gender, program needs and/or training requirements. If an employee's shift preference is not accepted by the Division Chief or designee, that employee may request to meet with the Division Chief or designee, who shall be required to provide specific safety, security and/or program needs for the rejection. If no employees requested the vacant shift or are accepted to fill the vacant shift, the Department shall fill the vacant shift pursuant to the process described in section 16.3c(3).

(3) Vacancies: Should a shift become vacant following the posting of the completed annual schedule at the YDF, and the Department determines there is a need to fill the vacant shift, the Department in filling the vacant shift shall give consideration to employees' annual shift preferences, according to seniority and subject to gender, program needs and/or training requirements. If an employee's shift preference is not accepted by the Division Chief or designee, that employee may request to meet with the Division Chief or designee, who shall be required to provide specific safety, security and/or program needs for the rejection. If no employees requested the vacant shift or are accepted to fill the vacant shift, the Department may adjust individual shifts to meet reasonable safety, security and program needs or may fill the shift with a Probation Aide or newly-hired Probation Assistant, consistent with the process described herein.

- d. This section shall not be used in a punitive or arbitrary manner, or to effect a transfer for any reason prohibited by law.
- e. Any involuntary transfer involving a loss of pay is subject to appeal pursuant to the Public Safety Officers Procedural Bill of Rights Act. (Gov. Code §§ 3300 et seq.)