

**AGREEMENT**

**BETWEEN**

**COUNTY OF SACRAMENTO**

**AND**

**SACRAMENTO COUNTY MANAGEMENT ASSOCIATION**

**COVERING ALL EMPLOYEES IN THE**

**ATTORNEY – CIVIL UNIT**

**2013-2018**



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## **PURPOSE**

This Agreement states, in writing, the agreement reached by the representatives of the County of Sacramento (hereinafter "County") and the Sacramento County Management Association (hereinafter "SCMA"). This Agreement has been reached pursuant to procedures implementing the Meyers-Milias-Brown Act for the purpose of promoting harmonious relations between County and its management employees (hereinafter "employees") represented by SCMA.

## **ARTICLE I RECOGNITION AND COVERAGE**

### **1.1 RECOGNITION**

- a. County recognizes SCMA as the exclusive negotiating agent for all employees in Representation Unit 033.
- b. SCMA recognizes the County Executive as the negotiating representative for County and shall negotiate exclusively with him/her or his/her designee, except as otherwise specifically spelled out in this Agreement.

### **1.2 COVERAGE OF EMPLOYEES**

- a. Representation Unit 033 consists of all employees in the classes listed in Exhibit "A" appended hereto.
- 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 section to provide for payroll deductions of SCMA members to be deducted from their warrants insofar as permitted by law. The County agrees to deduct and transmit to the SCMA all authorized deductions from all SCMA members within the foregoing units who have signed an approved authorization card or cards for such deductions in a form agreed upon by the County and SCMA. As soon as administratively possible, during the term of this Agreement, the parties agree that dues payments will be converted to electronic transfer.

- b. (1) The written authorization for SCMA dues deductions shall remain in full force and effect, during the life of this Agreement between the County and SCMA, unless canceled in writing.
- (2) The written authorization for approved insurance and benefit programs and the amount of dues deducted from SCMA members' warrants shall be changed by the County upon written request of the SCMA.
- (3) SCMA agrees to indemnify, defend and hold the County harmless against any claims made of any nature and against any suit instituted against the County arising from its check-off for the dues, insurance or benefit programs of the SCMA.

c. "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 SCMA 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. It is also understood that the Long Term Disability Program offered members by SCMA is not competitive and duplicative of County-offered programs.

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

e. The County shall endeavor to notify SCMA, via email and mail, within five (5) business days whenever an employee is newly hired or promoted into a SCMA represented bargaining unit.

## **2.2 ASSOCIATION NOTICES AND MEETINGS**

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

d. The SCMA shall also have the right to incidental use of the County's e-mail system and FAX equipment 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.

e. Duly authorized representatives of SCMA 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 SCMA 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.

f. The SCMA shall have the right to reasonable use of the County's existing internal mail system for the limited purpose of communicating with employees who have been designated in writing by SCMA as officers and/or stewards. The County shall not be held responsible for untimely or lost mail.

## **ARTICLE III COUNTY RIGHTS**

### **3.1 COUNTY RIGHTS**

a. 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; provided, however, that the exercise of such County right shall not conflict with the express provisions of this Agreement. The County has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

b. This Agreement is not intended to restrict consultation with employee organizations regarding matters within the right of the County to determine.

## **ARTICLE IV GENERAL PROVISIONS**

### **4.1 NON-DISCRIMINATION**

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

### **4.2 STRIKES AND LOCKOUTS**

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

b. The SCMA 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 the SCMA members participate in such activities in violation of this provision, the SCMA shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the County.

### **4.3 APPLICATION OF PERSONNEL ORDINANCE**

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

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

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

### **4.4 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. Within thirty (30) days of issuance of a letter of reprimand by the County, the employee may submit a written

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

b. An employee may grieve whether a formal letter of reprimand was given for just cause through to Step 3 of the grievance procedure of the Agreement. Letters of reprimand are not arbitrable and the grievant shall not have the right to refer the matter to binding arbitration.

c. If SCMA is not satisfied with the County's third step decision concerning an alleged violation of Subsection a., above, SCMA, within fourteen (14) calendar days of receipt of the decision, may request mediation of the grievance. The parties may jointly agree to non-binding mediation of the grievance. If the parties so agree, they shall utilize and abide by the rules of the State Mediation and Conciliation Service. The cost of such mediation, if any, shall be equally divided.

d. If an employee receives a letter of reprimand and no subsequent adverse action has been taken by the County during the following two (2) years, the employee may request removal of that letter of reprimand from the personnel file. Such request for removal shall not be unreasonably denied.

#### **4.5 WAIVER CLAUSE**

The parties acknowledge that, for the life of this Agreement, each voluntarily waives the right and each agrees that the other shall not be obligated to negotiate with respect to any matter included in this Agreement, except as otherwise provided herein. Any matter covered in this Agreement can only be changed after meeting and conferring and reaching agreement. Any such agreement shall be reduced to writing and become a side letter or addendum to this Agreement. Any other matter which is within the scope of bargaining can only be changed after meeting and conferring.

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

#### **5.1 PURPOSE**

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

b. The purposes of this procedure are:

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

- (3) To determine and correct if possible the cause of grievances;
- (4) To encourage communication between employees and those in higher authority.

## **5.2 DEFINITIONS**

a. A grievance is a complaint of one (1) or a group of employees, or a dispute between the County and the 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 in writing by the Association as such.

e. As used in this procedure, the term "workday" means a day of work for the party appealing or responding to the grievance.

## **5.3 TIME LIMITS**

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

## **5.4 PRESENTATION**

An employee or the Association representative, or both may present a grievance while on duty. On group grievances, the Association agrees to limit the number of employees participating on behalf of the Association while on duty to a reasonable number. The County agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

## **5.5 EMPLOYEE RIGHTS**

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

## **5.6 APPLICATION**

Grievances as defined in Section 5.2 shall be brought through this procedure.

## **5.7 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.

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

a. If an informal grievance is not resolved to the satisfaction of the grievant, or if the grievant or the Association believes 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 ten (10) workdays of the decision rendered in the informal grievance procedure, whichever is later.

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

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 an Association representative.

d. Within ten (10) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall hear and investigate the grievance, and give his/her decision in writing.

## **5.9 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 five (5) workdays the appointing authority or his/her designee shall either agree to implement the proposed resolution, schedule a hearing, or advise the grievant/ Association, in writing, to appeal the grievance to Step 3.

c. In the event the appointing authority or his/her designee proceeds with a Step 2 grievance hearing, the appointing authority or his/her designee shall hear, investigate, and render a written response within fifteen (15) workdays of receipt of the appeal from Step 1.

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

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) workdays. The grievant may be represented by an Association representative.

b. Hearing and Response - Step 3: The County Executive or his/her designated representative shall, within ten (10) workdays of receipt of the appeal, schedule and conduct a grievance hearing unless extended by mutual agreement of the parties. The County Executive or his/her representative shall render a written response to the grievance within twenty (20) workdays following the date of the grievance hearing unless extended by mutual agreement of the parties.

### **5.11 ARBITRATION - STEP 4**

If the response of the County Executive or his/her designated representative is not satisfactory to the Association, 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 his/her designated representative within ten (10) workdays of receipt of his/her decision.

### **5.12 RESPONSE**

If the County fails to respond to a grievance within the time limits specified for that step, the grievant or the Association shall have the right to appeal to the next step, except that only the Association shall have the right to refer the matter to binding arbitration.

### **5.13 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 Association representative of record, if any, and to the grievant.

### **5.14 SELECTION OF ARBITRATOR**

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

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

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

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

### **5.15 DECISION**

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

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

### **5.16 COSTS**

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

b. The fees and expenses of a court reporter if required by the arbitrator and agreed to by the parties shall be shared equally by the parties.

### **5.17 WITNESSES**

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

### **5.18 EXPEDITED ARBITRATION**

At any step of the grievance procedure at which the appropriate County representative declares he/she does not have authority to resolve a pending grievance, the Association may proceed directly to the next step of the grievance procedure. The County and the Association may, by mutual agreement, submit an issue directly to Step 4 of the grievance procedure.

## **ARTICLE VI HOURS OF WORK AND OVERTIME**

### **6.1 MANAGEMENT TIME**

The County shall continue to rely upon the Management Time Off (MTO) policy first approved by the County Executive on February 20, 1986 and reissued by the County Executive on June 29, 2007.

### **6.2 PART-TIME EMPLOYMENT**

An employee who so requests in writing, may at the discretion of the appointing authority, be assigned to less than a full-time (forty [40] hours per week) position.

### **6.3 PART-TIME EMPLOYMENT BENEFITS**

a. This section applies to regular employees who are employed on a regular part-time basis.

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

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

d. Regular part-time employees working twenty (20) hours per week or forty (40) hours or more per pay period 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.

### **6.4 FURLOUGHES**

Employees shall not be furloughed during the term of this Memorandum of Understanding unless the parties meet and confer and reach written agreement as to how any proposed furloughs would be implemented. This provision shall sunset June 30, 2018.



## **ARTICLE VII SALARIES**

### **7.1 SALARY STEP INCREASES**

a. Only regular employees shall be eligible for salary step increases. Increases to steps above the entry step shall be based on performance and length of service. The employee must have earned the equivalent of at least twenty-six (26) biweekly pay periods (2080 work hours) of full-time eligible service since his or her last 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. Upon change in class which results in a salary decrease, an employee shall retain the same step increase date as was in place prior to change in class.

d. Upon promotion from outside the unit to a class in the unit, an employee shall receive a new step increase date when the salary increase received is 9.5% or higher. Employees in the unit shall be governed by the salary administration provisions.

e. 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.

f. Continuous extra-help employment up to twenty-six (26) biweekly pay periods of full-time service, or the equivalent, may be considered as eligible service for employees who transfer to a regular position without a break in service.

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

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

### **7.2 CORRECTION OF PAYROLL ERRORS**

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

b. As used in this section:

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

c. If the error has resulted in an underpayment, reimbursement shall be made by the County to the employee for the underpayment amount which has occurred within one (1) year prior to the date of the initial written notice to the employee. If the error has resulted in an overpayment, the employee shall reimburse the County in the overpayment amount which has occurred within one (1) year prior to the date of the initial written notice to the employee. Pursuant to IRS regulations wages paid in error in a prior year remain taxable to the employee for that year. The employee may be entitled to a deduction for the repaid wages on his or her income tax return for the year of repayment. Prior year wage adjustments for Social Security wages and Medicare wages will be made in the year of repayment. The County and the employee share due diligence to ensure overpayments and underpayments are minimized and corrected timely.

- (1) In the case of overpayment, reimbursement of the overpayment shall be made through one (1) or a combination of the following methods, as determined by the policies and procedures of the Director of Personnel Services: Note: the combinations of methods below do not apply to errors where an employee received 2 direct deposits for 1 pay period in error. The repayments of duplicate direct deposits are immediately to be reimbursed by the employee in the following manner: 1) by direct deposit reversal, if available and appropriate; 2) by personal check or repayment in the next immediate pay period whichever is most appropriate and timely.
  - (a) In cash payment(s) mutually agreed to by the employee and the Department of Personnel Services. Cash payment(s) allow employees to immediately repay an overpayment or to

facilitate repayment by employees on leave of absence. It is not intended to be used to circumvent the number of installments or minimum deduction requirements in (c) below.

- (b) A one-time only leave adjustment to CTO or vacation equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave). If the balances are not sufficient to cover the overpayment, payroll deductions of the overpayment from the employee's future salary shall be made in installments until the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge against future accruals shall not be permitted. Pursuant to IRS regulations the value of the leave adjustment is taxable and will be included in wages paid during the period the leave adjustment is made.
  - (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, and a hardship is demonstrated. The lower deduction must be requested in writing by the employee.
- (2) In the case of an underpayment the County will expedite reimbursement to the employee via a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
  - (3) An employee whose employment terminated prior to full reimbursement of an overpayment shall have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County shall have the right to exercise other legal means to recover the additional amount owed.
  - (4) Any amount of overpayment or underpayment for any period earlier than one (1) year prior to the date of the Director's initial written notice to the employee, shall be deemed waived and not reimbursable.

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

any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

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

f. If an error has resulted in an employer overpayment of group insurance premiums or deferred compensation program contributions within one year prior to the date of initial written notice to the employee, the overpayment will be collected through one of the following methods: 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, the employee may request in writing to have lower deductions based on a hardship; or a one-time only leave adjustment to CTO or vacation equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave). If the balances are not sufficient to cover the overpayment, payroll deductions of the overpayment from the employee's future salary shall be made in installments until the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge against future accruals shall not be permitted. Pursuant to IRS regulations the value of the leave adjustment is taxable and will be included in wages paid during the period the leave adjustment is made. If the error has resulted in an underpayment, premium reimbursement shall be made by the County to the employee. 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.

### **7.3 SALARY ADMINISTRATION**

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

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

c. Reinstatement: Any person appointed in accordance with the rule governing reinstatement following resignation in good standing shall be considered a

new employee. At the discretion of the appointing authority, a reinstated employee may receive a starting salary higher than Step 5 but not exceeding the step that he/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/she would have received had he/she never left the former class.

e. Promotion: Advancement from a position in one (1) class to a position in a higher class, defined as one having a maximum salary rate at least one (1) step (at least 5%) higher than the employee's former class.

(1) Upon promotion of an employee within the unit to a higher class, the employee shall receive the lowest step in the new class which provides an increase of at least 5%.

(2) 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 at least 5%.

f. Transfer: Upon transfer of an employee, 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% higher or less than 5% lower.

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

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

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

the employee enters in the new class series is less than the salary the employee was receiving in the former class. A Y-rate means a salary rate, for an individual employee, which is greater than the established range for the class.

j. Y-Rate Salary Increase: An employee for whom a Y-rate is established shall not receive any increase in salary until such time as his/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 7 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.

r. Exceptional Qualifications: At the request of the appointing authority and subsequent to a recommendation by the Director of Personnel Services, the County

Executive may approve a salary above the established entry step for the class in order to recruit an individual who has demonstrated superior knowledge and ability and whose combined education and experience represent substantially better preparation for the duties of the class than required by the minimum employment standards. In the application of this provision, consideration also shall be given to current employees in the same class who possess comparable qualifications and, if determined equivalent, adjustments shall be made by the County Executive.

## **7.4 SALARY INCREASES**

a. 2013-14 Salaries: No Cost of Living Adjustment

2014-15 Salaries: Effective the first pay period of July 2014 salaries shall be increased based on the average percent of year to year change in the Consumer Price Index (CPI) U.S. City Average, Urban Wage Earners and Clerical Workers reported for each of the twelve (12) months ending with the month of March 2014, rounded to the nearest one-tenth of one percent (1/10%), provided, however, such increase shall not be less than two percent (2%) nor more than four percent (4%) with an additional 1.9% salary adjustment.

2015-16 Salaries: Effective the first pay period of July 2015 salaries shall be increased based on the average percent of year to year change in the Consumer Price Index (CPI) U.S. City Average, Urban Wage Earners and Clerical Workers reported for each of the twelve (12) months ending with the month of March 2015, rounded to the nearest one-tenth of one percent (1/10%), provided, however, such increase shall not be less than two percent (2%) nor more than four percent (4%) with an additional 1% salary adjustment.

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

2017-18 Salaries: Effective the first pay period of July 2017 salaries shall be increased based on the average percent of year to year change in the Consumer Price Index (CPI) U.S. City Average, Urban Wage Earners and Clerical Workers reported for each of the twelve (12) months ending with the month of March 2017, rounded to the nearest one-tenth of one percent (1/10%), provided, however, such increase shall not be less than two percent (2%) nor more than five percent (5%).

b. Equity adjustments shall be paid to employees in the classifications effective on the dates specified as follows

Classification	June 30, 2014	June 30, 2015	June 30, 2016	June 30, 2017
Attorney Lv 1 Civil	1.0%	0.0%	0.0%	0.0%
Attorney Lv 2 Civil	1.0%	0.0%	0.0%	0.0%
Attorney Lv 3 Civil	1.0%	0.0%	0.0%	0.0%
Attorney Lv 4 Civil Rng A	1.0%	0.0%	0.0%	0.0%
Attorney Lv 4 Civil Rng B	1.0%	0.0%	0.0%	0.0%
Supv Civil Attorney	1.0%	0.0%	0.0%	0.0%

## 7.5 SPECIAL COMPENSATION AND DIFFERENTIAL COMPENSATION

### a. SECTION 45 – SALARY ORDINANCE

1. Any differential or special compensation not in use on the date of agreement will be eliminated from Section 45, unless the differential or special compensation is being received by other incumbents within the same classification; in which case, the parties agree to meet and confer over the potential elimination.

2. Notwithstanding (a) above, the parties agree to meet and confer over the potential elimination of other differentials from Section 45 that are proposed for elimination on the basis that the facts leading to the differential no longer exist.

### b. TRANSIT PASS

The transit subsidy shall be \$75 per month.

### c. 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.

**d. EDUCATION REIMBURSEMENT**

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

**e. BAR DUES**

Upon timely submission of his/her bar dues bill, the County will pay directly to the California State Bar the dues (minus any optional payment, which if paid, must be paid by the Attorney).

**f. OTHER COMPENSATION**

Other compensation listed below will remain the same during the term of this agreement:

- Management Time (2.100.080)
- Management Sick Leave Compensation (2.100.100)
- 401(a) Plan 1% match (Resolution 2007-0822)
- Minimum Car Allowance (Resolution 82-1287)
- 3.35% Management Differential (Section 45[G])
- Management Vacation Cash-In (Section 45 [M])
- Bilingual/Cultural Pay (Section 45 [K])
- Salary Ordinance Section 43
- Salary Ordinance Section 44

**g. DEFERRED COMPENSATION PLAN**

Sacramento County Code, Deferred Compensation Plans, Sections 2.83.061, and 2.83.200 through 2.83.360 will continue to be available to employees in Representation Unit 033 during the term of this Agreement, as consistent with State and Federal law.

**h. OUT OF CLASS PAY**

Employees assigned to work in a higher classification shall be paid a differential only if the following conditions are met:

1. Requests for approval of out-of-class assignment must be approved in writing by the "appointing authority." For the purpose of this application, the "appointing authority" is the Department Head or his/her designee. Such written authorization shall identify the anticipated period of the temporary assignment.
2. The position to which the employee is temporarily assigned must be vacant or the incumbent must be absent from duty.
3. The higher class to which the employee is assigned must have a salary range at least 5% higher than the salary range of the employee's class who is being temporarily assigned.
4. Out-of-class pay will be 5%.
5. The minimum duration for an out-of-class assignment is one full work shift.
6. Out-of-class pay will be applied to all hours within the duration of the assignment. The out-of-class pay shall continue until either the absent employee returns to duty, the vacant position is filled, or the assignment is terminated by the appointing authority, whichever occurs first.
7. Out-of-class pay shall not continue (nor is any compensation authorized) in excess of five months and twenty-nine days in a rolling calendar period, which begins on the first day of the out-of-class assignment.
8. In rare circumstances, extension of an out-of-class assignment may be approved based on specific operational needs and must be consistent with the application of this agreement. Extension of an out-of-class assignment beyond five months and twenty-nine days requires the approval of the Appointing Authority and the Director of Personnel Services.

**i. PROFESSIONAL REIMBURSEMENT**

1. Each regular employee shall be reimbursed for expenses related to professional development, which shall include tuition, fees, travel expenses, and other necessary incidental expenses related to attendance at educational courses, workshops, seminars, and conferences. This may

also include online internet continuing legal education and/or continuing education courses, reference materials, and equipment. Reimbursement shall be in accordance with the policies and procedures developed by the hiring authority for the professional reimbursement program.

2. Expenditures shall be at the employee's discretion, but must be related to the employee's work as an attorney employed by Sacramento County, subject to approval by the department. Reimbursement shall be limited to one thousand two hundred dollars (\$1200) per fiscal year.

3. Employees can choose to utilize either this current article or article 7.4 Tuition Reimbursement but not both

## **7.6 MINIMUM 10% SALARY SPREAD**

The County endeavors to maintain a ten percent (10%) spread between Step 9 of the management/supervisory class and Step 9 of the highest paid subordinate class.

## **ARTICLE VIII HOLIDAYS**

### **8.1 HOLIDAYS**

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

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

December 25 holidays fall on Saturday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the preceding Friday as a holiday with pay.

b. It is the intent of the parties that County employees shall take off from work the Fridays enumerated herein except where the appointing authority requires otherwise.

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

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 or she shall be credited with four (4) hours compensatory time off. This benefit shall be prorated for part-time employees.

## ARTICLE IX LEAVES

### 9.1 VACATION LEAVE WITH PAY

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

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

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

More than 14 years, less than 15 years	7.4 hours	24	400
More than 15 years	7.7 hours	25	400
*eight hour day			

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

d. Employees may accumulate vacation to the maximum hours in accordance with 8.1 b. Employees who reach their vacation maximum accrual rate shall not be entitled to cash payment for any hours exceeding the maximum accrual rate.

e. All employees shall be eligible to use accrued vacation. The appointing authority shall determine the period when accrued vacation time may be taken by each employee, consistent with the requirements of the department. An employee who separates or is terminated from County service or who takes military leave in excess of 180 days shall be paid the monetary value of his/her full terminal vacation.

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

- (1) A regular employee may use sick leave for personal purposes or family purposes as provided in this section.
- (2) For personal purposes, a regular employee may use sick leave for:
  - (a) Absence from duty when quarantined because of exposure to a contagious disease or when incapacitated from performing duties because of personal illness, injury, dental work or pregnancy; and,
  - (b) Absence from duty for examination or treatment by a medical doctor or dentist, under circumstances not involving quarantine or incapacity, provided; however, whenever feasible, such absence shall be scheduled at the discretion of the appointing authority; or

- (c) For a period of time, not to exceed four (4) hours, to donate blood. Absence from duty for donating blood will be approved only upon return to the supervisor of an official receipt reflecting the donation.
- (3) For family purposes, a regular employee may use leave credits for:
- (a) Attendance upon an eligible family member who is incapacitated because of illness or injury and definitely requires personal care. The length of such absence shall be limited by the appointing authority to the time reasonably required to either provide care or to make other arrangements for such care.
  - (b) For the purposes of this Subsection (3), an eligible family member is the employee's spouse, child, parent, grandparent, domestic partner (as defined by Section 297 of the California Family Code), or domestic partner's child. Additionally, under this subsection, an eligible family member is any other close relative or child who resides with the employee.
  - (c) To transport an eligible family member to and from a local hospital for medical treatment or operation, including childbirth.
  - (d) To attend an eligible family member, at any location, during serious medical treatment or operation, including childbirth.
- (4) The appointing authority may require reasonable substantiation of the need for, and use of, sick leave.

### **9.3 SICK LEAVE COMPENSATION**

a. If an employee dies while employed by the County, whether or not the death is job-related, the retirement beneficiary shall be paid the monetary value of all sick leave accrued by the employee at the time of death. If the employee was eligible for retirement at the time of death, the retirement beneficiary shall have the right to waive the cash payment and instead receive credit toward retirement in accordance with Chapter 2.84 of the County Code.

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

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

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

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

## **9.5 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. 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 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.

c. 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.

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

e. 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.

f. 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.

g. 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.

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

## **9.6 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 night shift or weekend shift and is required to appear for jury duty shall, upon sufficient advance notice to the department, at the request of the employee be transferred to the day shift for the duration of jury duty.

e. When an employee is subpoenaed by the District Attorney of Sacramento County to testify in a criminal proceeding as a witness, the employee shall be allowed to testify with no loss of County compensation. The employee shall submit to his/her department written verification of the time required to testify. Verification shall be indicated on the subpoena and signed by the District Attorney's Office.

## **9.7 ADMINISTRATIVE LEAVE**

a. In lieu of the furlough days that employees in the unit were subject to and as soon as administratively feasible following ratification and approval of the 2013-18 Agreement employees shall receive a one-time credit of sixty four (64) hours of paid administrative leave.

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

c. Administrative leave time as a result of subsection a. above will have no monetary value and will be lost if not used by June 30, 2018

# **ARTICLE X**

## HEALTH AND WELFARE

### 10.1 GENERAL PROVISIONS

a. Eligibility: All regular full-time employees of the unit shall be eligible to participate in County-sponsored insurance and benefit programs defined in this article. Regular part-time employees who work a minimum of twenty (20) hours per week or forty (40) hours per biweekly pay period shall also be eligible to participate.

b. Dependent Eligibility: For medical, dental, Flexible Spending Account (Medical Reimbursement) and EAP 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 children (natural, step, adopted, legal guardianship, and/or foster) of the employee or domestic partner, who are qualified IRS dependents for purposes of pre tax payment of health insurance premiums of the employee or domestic partner, up to twenty-six (26) years of age. Appropriate documentation verifying the relationship to the employee is required.

The County medical plans qualify as a "grandfathered" plan under the Patient Protection and Affordable Care Act and other related legislation and regulations until December 31, 2013. Until that time, qualified dependents that are not eligible as an adult dependent defined by federal legislation may be eligible to participate in the program as a full time student.

Disabled dependents are 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.

For life insurance 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 age nineteen (19) or up to twenty-four (24) years of age if they are a full time student. Disabled dependents are able to continue coverage beyond the limiting age if the disability occurred while the dependent was covered under a County-sponsored plan or prior to the dependent's 19th birthday, and is certified by a licensed physician.

c. Enrollment In Benefits Plans:

(1) New and rehired employees have 30 days from the date of hire or rehire into a benefited position to make medical, dental and life insurance plan elections. Coverage will be effective on the first of the month following the enrollment. On the first of the month following 30 days of employment or re-employment employees that have not made plan election(s) 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. Rehired employees will remain on the contribution Tier that was in effect at the time of their termination. 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.

(2) Benefits in force shall terminate on the last day of the month in which the employee terminates County employment.

(3) Breaks in Coverage: Breaks in coverage, such as those due to leaves of absence shall not affect the employee's date of hire for purposes of determining medical plan eligibility. If an employee fails to re-enroll within thirty (30) days after returning from a leave of absence that resulted in a break in coverage, he/she shall be automatically enrolled in the default level of medical, dental, and basic life insurance coverage in which he/she was enrolled prior to the leave of absence. If an employee had dependents on their coverage prior to the leave of absence, and the leave resulted in a break in dependent coverage and they do not re-enroll their dependents within thirty (30) days after returning from a leave of absence, they will be enrolled in the default level of medical, dental, and basic life insurance coverage. Coverage will become effective on the first day of the month following 30 days from returning from a leave of absence

(4) Employees subsequently desiring to make a coverage change may do so only under the following circumstances: (1) during any open enrollment period for coverage effective on the date specified in the open enrollment period ; (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 (to include but not limited to marriage, divorce, new registered domestic partnership, dissolution of registered domestic partnership, birth, death) as governed by Internal Revenue Code Section (IRC) 125 and authorized under the County's Section 125 qualified cafeteria benefits plan. Proof of the event and the appropriate verification documents of the relationship to the employee will be required. 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(ren) of registered domestic partner under the health and welfare benefits offered pursuant to this Agreement.

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

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

cost of the coverage exceeds the maximum County contribution, the employee shall pay the additional cost.

- a. Tier A: Employees hired prior to January 1, 2007, will be placed in Tier A. Effective January 1, 2007, employees in Tier A will receive a maximum County contribution of 80% of the Kaiser family rate for 2007. Effective January 1, 2008, the County insurance contribution shall be frozen at the level in effect on December 31, 2007 (\$826.90), as well as entitlement to cash back, cash back maximums, plan selection incentive and FICA reductions, if applicable. This County contribution arrangement shall be henceforth referred to as Tier A. Employees in Tier A shall remain in this tier unless they voluntarily elect to move to Tier B. Such election by an employee to move to Tier B shall be irrevocable once made.
- b. Tier B: The County shall provide an insurance contribution, henceforth known as Tier B, for employees starting employment with the County on or after January 1, 2007, and employees who were in Tier A and have voluntarily elected to participate in Tier B. The County contribution shall be reset annually on January 1 of each year. The County contribution amount shall be 80% of the premium amount for the health plan and level of coverage selected provided, however, that the maximum amount of the contribution shall be 80% of the premium amount for the least expensive, full coverage HMO health plan option offered by the County, for the level of coverage selected by the employee. The employee shall pay through payroll deduction any additional premium not paid by the County contribution that is required for the plan option and level of coverage selected by the employee, or the default coverage if the employee did not select another plan or waive coverage as specified under the provisions of this Agreement.
- c. 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.

### **10.3 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.

### **10.4 DENTAL PLAN**

Employees in the unit shall enroll in the County's dental insurance plan. The County shall pay 100% of the cost for dental coverage for employees and covered dependents. The default level of dental insurance coverage shall be employee only coverage. The effective date of the default level of dental insurance coverage is the first of the month following the thirty (30) day initial enrollment period.

### **10.5 LIFE INSURANCE**

a. Basic Benefit: The basic life insurance benefit is \$50,000 for employees. This shall be the default level of life insurance coverage, which shall be provided at no cost to the employee. The effective date of default level of life insurance coverage is the first day of employment as long as the employee is actively at work that day.

b. Voluntary Options: The County shall provide additional options to permit employees to elect up to three (3) times their annual salary to a maximum of \$500,000 of provided and purchased life insurance. Premium rates for these supplemental options shall be determined by the County based on the quotation from the insurance carrier selected by the County to provide the life insurance.

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

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

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

## **10.6 EMPLOYEE ASSISTANCE PROGRAM**

a. The County will make an employee assistance program (EAP) available to each eligible employee. The EAP will provide personal counseling for employees and/or their dependents. The counseling is intended to assist employees and eligible dependents who are experiencing personal problems such as family/marital problems, personal/emotional problems, substance abuse problems, and work-related problems.

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

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

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

## **10.7 FLEXIBLE SPENDING ACCOUNTS**

Employees in the unit shall have access to the County's flexible spending account program, which provides employees with the options of dependent care assistance benefits with a calendar year maximum of \$5,000, and medical expense reimbursement benefits with a calendar year maximum of \$2,400. On a calendar year basis beginning as soon as 2012, but also upon agreement by all Sacramento County Recognized Employee Organizations, the medical expense reimbursement calendar year maximum shall increase to \$2,500. Employee premiums for flexible spending account benefits shall be deducted on a pre-tax basis from employee pay.

## **10.8 STATE DISABILITY INSURANCE**

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

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

c. Integration of County-paid leave benefits with State Disability Insurance will require detailed procedures which the County shall, in its sole discretion, implement to ensure the equitable application of the program consistent with this Agreement provision. In accordance with current County policy, integration of County-paid leave balances and State Disability Insurance shall not be paid in a retroactive manner.

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

- (1) The intent of this program and contract provision is to insure that those employees who participate in the program comply with all applicable laws, policies, and procedures established to provide integration of County-paid leave balances and State Disability

Insurance so as to provide a combined biweekly adjusted net income equivalent to 100% of regular net income - gross income less required deductions, such as taxes, retirement, State Disability Insurance premiums, and other mandatory deductions - as long as such eligible disability qualifies and available leave balances are authorized by the appointing authority. Other employee authorized deductions shall be deducted from the resultant net pay.

- (2) Upon approval of the use of County-paid leave benefits by the appointing authority and the employee's established eligibility for State Disability Insurance, the County shall make leave accrual payments to the employee in the usual manner except that the net pay, including State Disability Insurance benefits and net County pay, shall not exceed 100% of the regular net pay. If State Disability Insurance benefits equal or exceed 100% of the regular net pay, no County payment shall be made. County-paid leave benefits shall be used in the following order: sick leave, vacation, compensating time off, and holiday-in-lieu time.
- (3) Special pay allowances not of a permanent nature, such as overtime compensation, standby, night shift differential, call back or out-of-class pay, shall not be counted in determining the employee's gross or net pay.
- (4) Sick leave, vacation, and holiday-in-lieu shall not accrue during any pay period in which the employee receives County-paid leave benefits integrated with State Disability Insurance payments, except that the employee shall accrue sick leave, vacation, and holiday-in-lieu for any actual hours worked during a pay period in which integration occurs. Service credits toward seniority and step increase eligibility shall not be affected by any pay period during which an employee is on the integrated leave and State Disability Insurance program.
- (5) When an employee exhausts all available County-paid leave balances, the employee shall either return to work or request an unpaid leave of absence from his/her appointing authority. Regardless of whether the employee continues to receive State Disability Insurance payments, once all County-paid leave balances are exhausted, County compensation shall cease unless the employee returns to work.
- (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.

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

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

## **10.10 RETIREE HEALTH CONTRIBUTION**

The County will not provide a retiree health contribution when an employee retires.

## **10.11 HEALTH CARE**

a. The parties recognize that during the term of this Agreement, it may be necessary to make changes to Article X , Health Care, specifically coverage tiers, plan offerings, costs, and changes required by law. Health benefits shall remain unchanged through calendar year 2014. Where the County finds it necessary to make a one time change, the County shall notify SCMA in writing. The parties agree to meet in good faith pursuant to G.C. 3500 et seq. Current health care benefits and coverage shall be maintained to the extent possible

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 XI RETIREMENT PLAN**

### **11.1 RETIREMENT TIER 3**

a. Effective the pay period beginning June 27, 1993, the County shall establish a new retirement Tier. This new retirement Tier 3 shall be the same as the existing Tier 2, except that Tier 3 shall have a 2% post-retirement cost-of-living adjustment factor pursuant to Government Code Section 31870.

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

### **11.2 RETIREMENT ENHANCEMENT FOR MISCELLANEOUS**

a. Effective June 27, 2004, or sooner if agreement is reached with all other recognized employee organizations representing miscellaneous members, the County will implement the 2% @ age 55 ½ plan and employee purchase of prior service credits to a maximum of four (4) years. The election to purchase shall be open ended with the employee purchase of the employee's share, County's share, and accumulated interest.

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

### **11.3 SAFETY RETIREMENT TIER 2**

a. Safety Retirement Tier, Tier 2, shall have a post-retirement cost-of-living adjustment factor pursuant to Government Code Section 31870 to a maximum annual 2% cost-of-living adjustment and a final compensation calculated on the basis of three (3) years pursuant to Government Code Section 31462.

b. Employees who are members of the Sacramento County Employees' Retirement System and who are granted a non-service connected disability retirement shall have benefits for non-service connected disability computed as prescribed by Section 31727.7 of the County Employees' Retirement Law of 1937.

### **11.4 RETIREMENT ENHANCEMENT FOR SAFETY**

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.

### **11.5 TIER 4 MISCELLANEOUS EMPLOYEE RETIREMENT**

a. The County shall establish a Miscellaneous Retirement Tier 4 based upon Government Code Section 31676.1, with a final compensation based upon the highest three-year average compensation pursuant to Government Code Section 31462, and

shall have a post-retirement cost-of-living adjustment factor pursuant to Government Code Section 31870 to a maximum annual 2%. This retirement tier shall apply exclusively to employees first hired after implementation of the Miscellaneous Retirement Tier 4.

b. This provision will be implemented at the same time, or as soon as practicable after the County implements the Miscellaneous Employee Retirement Tier 4 for the new hires within represented units and unrepresented units which comprise a majority of County positions covered by miscellaneous retirement within the Sacramento County Employee Retirement System.

### **11.6 TIER 3 SAFETY RETIREMENT**

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 31462, and shall have a post-retirement cost-of-living adjustment factor pursuant to Government Code Section 31870 to a maximum annual 2%. This retirement tier shall apply exclusively to employees first hired as a new employee with the County or an employee going from temporary to permanent status after implementation of the Safety Retirement Tier 3. The Safety Retirement Tier 3 shall not be implemented unless and until the earlier of: (1) implementation of State legislation that the parties agree to jointly support that will provide for this retirement tier for bargaining unit members and not necessarily all non-bargaining unit Sacramento County safety employees, or (2) implementation of this retirement tier for all Sacramento County Safety employees, or (3) other authority that will provide for this retirement tier for bargaining unit members and not necessarily all non-bargaining unit Sacramento County safety employees.

### **11.7 DEFERRED COMPENSATION - TEMPORARY EMPLOYEES**

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

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

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

### **11.8 TIER 5 MISCELLANEOUS EMPLOYEE RETIREMENT**

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

## **11.9 RETIREMENT CONTRIBUTIONS**

a. Fiscal Year 2014-15: Effective the first pay period after approval of this MOU by the Board of Supervisors, but not sooner than the first pay period of July 2014, all employees will pay one-quarter (25%) of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

b. Fiscal Year 2015-16: Effective the first pay period of July 2015, all employees will pay an additional one-quarter (25%) of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

c. Fiscal Year 2016-17: Effective the first pay period of July 2015, all employees will pay an additional one-quarter (25%) of the difference, if any, between the present employee contribution and 50% of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937 (1937 Act).

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

## **ARTICLE XII DISCIPLINE AND DISCHARGE**

### **12.1 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 12.2 below, of employees in a class included in the Representation Unit 033.

Any conflicting provisions of the Public Safety Officer Procedural Bill of Rights Act ("POBR") or the Firefighters Procedural Bill of Rights Act ("FFBOR") which provides greater protections for any peace officer or firefighter members shall supersede conflicting or inconsistent sections of this MOU.

## **12.2 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 SCMA.

## **12.3 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.

## **12.4 APPLICATION**

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

## **12.5 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. Inexcusable absence without leave.
- i. 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.
- j. Discourteous treatment of the public or other employees.
- k. Political activity prohibited by state or federal law.
- l. Willful disobedience.
- m. Violation of any of the prohibitions set forth in Section 71 of the Sacramento County Charter.
- n. Refusal to take and sign any oath or affirmation which is a federal, state or County requirement.
- o. 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.
- p. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification.
- q. Any violation of Civil Service Commission Rule 6.6-a which prohibits the solicitation of waivers.

## **12.6 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 11.5.

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

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

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

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

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

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

## **12.8 APPEAL**

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

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

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

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

e. If SCMA 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.

## **12.9 MEDIATION OF A DISCIPLINARY ACTION**

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

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

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

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

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

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



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

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

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

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

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

## **12.10 SELECTION OF AN ARBITRATOR**

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

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

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

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

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

## 12.11 AMENDED OR SUPPLEMENTAL ORDER

At any time prior to commencement of a hearing 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. 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.

If the amended or supplemental order of disciplinary action increases the severity of the proposed discipline, such discipline cannot be effective until all necessary and appropriate pre-disciplinary due process steps have been fulfilled (i.e., a Skelly hearing).

## 12.12 DISCOVERY

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

- (1) Those allegations in the order of disciplinary action which are admitted by the employee and those allegations in the order of disciplinary action which are denied by the employee.
- (2) The name, address and telephone number of each witness whom the responding party intends to call to testify at the hearing.
- (3) Copies of statements by any person whom the responding party intends to call as a witness.
- (4) All writing relevant to the issues involved in the appeal including, but not limited to, reports of mental, physical and blood examinations which the responding party intends to introduce into evidence. "Writing" as used herein shall have the meaning defined in Evidence Code Section 250 which states: "Writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds or symbols, or combinations thereof.
- (5) A statement specifically defining the issues in dispute.

- (6) The foregoing does not apply to witnesses or exhibits used for impeachment or rebuttal.

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

c. Procedure for Discovery:

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

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

## **12.13 TIMING AND CONDUCT OF HEARING**

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

#### **12.14 SUBPOENAS**

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

#### **12.15 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.

#### **12.16 FINALITY OF DECISION**

The decision of the arbitrator shall be final and binding.

## **12.17 COSTS**

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

## **12.18 WITNESSES**

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

**ARTICLE XIII  
TERM**

**13.1 TERM**


a. The provisions of this Agreement shall be effective on July 1, 2013, except as otherwise specifically provided.


b. This Agreement shall remain in full force and effect from July 1, 2013, to and including June 30, 2018.

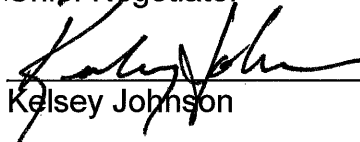
DATED: \_\_\_\_\_

SACRAMENTO COUNTY  
MANAGEMENT ASSOCIATION

COUNTY OF SACRAMENTO

  
\_\_\_\_\_  
Jason Jasmine  
Chief Negotiator

  
\_\_\_\_\_  
Robert Bonner  
Chief Negotiator

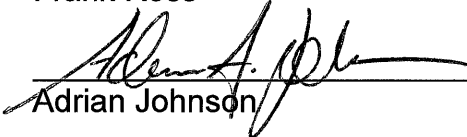
  
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Kelsey Johnson


\_\_\_\_\_  
David Devine

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Lisa Scott-Lee

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Frank Ross

  
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Jan Holm

  
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Adrian Johnson

  
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John Hinkley

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Kelly Stephans

