

AGREEMENT

BETWEEN

COUNTY OF SACRAMENTO

AND

SACRAMENTO COUNTY DEPUTY SHERIFFS' ASSOCIATION

COVERING ALL EMPLOYEES IN THE

NON-SUPERVISORY LAW ENFORCEMENT UNIT

2006 - 11

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PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the County of Sacramento, hereinafter referred to as the County, and SACRAMENTO COUNTY DEPUTY SHERIFFS' ASSOCIATION, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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

ARTICLE 1 RECOGNITION AND COVERAGE

1.1 RECOGNITION

a. The County recognizes the Union as the exclusive negotiating agent for all employees in the Law Enforcement Non-Supervisory Unit.

b. The Union recognizes the County Executive or his designee as the negotiating representative for the 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. The Law Enforcement Non-Supervisory Unit consists of all employees as stated in the listing of classes set forth in Exhibit "A" of this Agreement.

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

ARTICLE 2 UNION RIGHTS

2.1 UNION SECURITY

a. It is the intent of this Article to provide for payroll deductions of Union members to be deducted from their warrants insofar as permitted by law. The County agrees to deduct and transmit to the Union all authorized deductions from all Union members within the foregoing unit who have signed an approved authorization card or

cards for such deductions in a form agreed upon by the County and the Union. In the event the County misses one (1) or more dues deductions in a payroll period, due to no fault on the part of the Union, the County will correct the error in the next biweekly pay period if notified by the Union in writing within five (5) workdays of the initial transmittal to the Union.

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

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 Union insurance and benefit program payroll deductions where they are established without prior County approval. It is understood that life insurance, except for accidental death and dismemberment, is competitive and duplicative of County-offered programs.

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

2.2 UNION NOTICES AND MEETINGS

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

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

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

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

e. The Union may transmit reasonable amounts of written materials through the County's departmental inter-office mail system.

2.3 UNION REPRESENTATION

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

b. A written list of the officers of the Union and the representatives serving each work area or County organizational unit, broken down by location, shall be furnished the County immediately after their designation, and the Union shall notify the County promptly of any changes of such officers or representatives. Those officers or representatives shall not be recognized by the County until such lists or changes thereto are received by the County Executive or his/her designee and the appointing authority.

c. The Union officers and representatives recognized by the County shall be as follows:

- President
- Vice-President
- Treasurer
- Assistant Treasurer
- Secretary
- Sergeant-at-Arms
- Board of Directors – Thirteen (13) Members
- Magazine Editor
- Committee Chairpersons – Three (3)

d. Upon request of the aggrieved employee, the President or Vice-President may investigate the grievance or dispute and assist in its presentation. An officer or representative designated in Section 2.3-c may substitute for the President or Vice-President in their absence.

e. The President and up to two (2) officers appointed by the President under Section 2.3-c. shall each receive eighty (80) hours' release time per pay period without loss of any benefits or rights. The officers shall be paid at the highest salary of any class in the Law Enforcement Non-Supervisory Unit, but no less than the base pay in effect on July 1, 2003, plus any future negotiated general salary increases negotiated for the classification of Sheriff Sergeant within the Law Enforcement Non-Supervisory Unit. The class with the highest salary shall be determined by comparing Step 9 of the salary range for each class, plus any applicable incentives for that class. The three (3) employees on full-time release shall also receive whatever education incentives for which they individually qualify.

f. Where the President, Vice-President, or other designated officer on full-time release must perform required training, such employee shall be given thirty (30) days' notice and shall be on regular duty for the duration of such training. In such instance, the amount of Union release time not utilized by the President, Vice-President, or other designated officer during such training shall be credited to bank set forth in Subsection h.

g. One (1) employee who is elected to a Union office may be granted a leave of absence from the County without pay of at least sixty (60) calendar days duration, with the maximum period being one (1) year, and with thirty (30) calendar days' written notice required to the Sheriff.

- h. (1) The Union shall receive at the beginning of the first full pay period of each quarter (January, April, July, October) a bank of 520 hours of release time. The Union officers and representatives identified in Section 2.3-c. shall be the only employees eligible to utilize the bank of release time. The Union President or designee shall provide at least twenty-four (24) hours' notice to the employee's appointing authority or designee prior to the utilization of this release time, except that to release the Magazine Editor and the three (3) Committee Chairpersons, at least seventy-two (72) hours' advance notice must be provided. No employee utilizing this release time shall forfeit any rights, protections, or benefits.
- (2) If the 520 hours of release time is not fully used within the quarter, the unused balance shall carry forward into the succeeding quarter(s). The released employee shall enter all Union release time used in the designated area on the employee's timesheet for Union release time. The amount of Union release time used by each employee shall be deducted from the remaining balance of release hours in the bank. If no hours remain in the bank, the released employee shall receive no County pay for the hours of release time.
- (3) If the bank of release hours reaches zero in any quarter, the County shall have the right to deny further release time until the bank is allotted additional release hours. However, when the bank goes below eighty (80) hours, the Union may purchase additional release

time in 100-hour blocks based upon the hourly rate of Deputy Sheriff, Step E, with maximum education incentives multiplied by 1.34 multiplied by 100-hours. Additionally purchased release time in the 100-hour blocks shall be added to the bank at the beginning of the first full pay period after a check is received by the Office of Labor Relations for the appropriate amount.

i. It is recognized that there may be instances where, based upon mutual agreement, the department may assign staff to work on projects of mutual interest to the department and the Union where the Union provides logistical support for such project.

j. Employees released from their regular shift pursuant to this section are performing activities at the direction of the Union and are not agents of the County of Sacramento. For any third party claim or suit instituted against the County arising from the activities of employees on release time, the Union agrees to provide the County with evidence of liability insurance, in the amount of not less than \$1,000,000 single limit covering employees while on release time and naming the County as an additional insured.

k. (1) The cost of all Union release time pursuant to this section shall be at no cost to the County. To reimburse the County for the cost of this Union release time, the County shall deduct from Union members' paychecks, in addition to Union dues, \$12.00 per biweekly pay period (\$.15 per hour) effective January 9, 2005. These amounts include the projected costs of Subsection l.

(2) The Union shall be responsible for obtaining written authorization for this deduction from new Union members and agrees to indemnify, defend, and hold the County harmless against claims of any nature arising from the County making this deduction for Union release time.

l. The rate of pay for the President, Vice-President and one (1) other designated officer under Section 2.3-e. may be increased to include the educational incentives for which the individual employee is personally eligible. However, such increase shall only be implemented by the County after an election of Union members in which this increase is authorized by majority of such Union members. The vote requesting authorization for this increase shall be separate and apart from the vote on the labor agreement.

2.4 FAIR SHARE/AGENCY SHOP/FAIR AND EQUAL REPRESENTATION

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

2.5 AGENCY SHOP CONDITION OF EMPLOYMENT

a. With the exception of employees in the representation unit as of the effective date of this article who were not members of the Union as of June 16, 1995, all regular and limited-term employees in the representation unit on or after the effective date of this article shall, as a condition of continued employment, beginning with the second full pay period after notice is given to employees in accordance with Section 2.9 and until the termination of the Agreement, either:

- (1) Become a member of the Union; or
- (2) Pay to the Union a fair share fee for services rendered by the Union in an amount equal to the monthly periodic dues of the regular membership, less costs which are not related to the administration of this Agreement and the representation of employees, but in no event to exceed 95% of the regular membership dues plus the organizational release time deduction of fifteen (15) cents per hour pursuant to Section 2.3-k.(1), provided, however, that each employee will have available to him/her membership in the Union on the same terms and conditions as are available to every other member of the Union; or
- (3)
 - (a) Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - (b) Pay a sum equal to the agency fee described in Section 2.5-a.(2) to a non-religious, non-labor charitable fund chosen by the employee from those charities listed within United Way or CHAD. The employee shall furnish written proof to the County and the Union that this contribution has been made.
- (4) Any solicitations or representations made to employees for the purposes of Union membership or payment of fair share fees shall clearly state that such membership or requirements for fair share fee relate solely to the Union and to no other organization.

b. Temporary employees will be included in Subsection a. above effective December 24, 2006, or as soon as administratively possible. In the event that a temporary employee's membership dues/fair share fees exceed net County pay during any pay period, no deduction shall occur for that pay period and the Union waives entitlement to the associated membership dues/fair share fees.

2.6 SEPARATION FROM UNIT EXCEPTION

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

2.7 FAIR SHARE SERVICE FEE DETERMINATION AND DISCLOSURE

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

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

2.8 EXPENDITURES NOT INCLUDABLE IN DETERMINATION OF THE FAIR SHARE FEE

a. Under no circumstances shall expenditures for the following purposes and activities be included in any way in the calculation or determination of the fair share fee. Examples of such include, but are not limited to:

- (1) Organizing and recruiting activities outside of the Law Enforcement Non-Supervisory Unit.
- (2) Payments to affiliates, except for payments for activities under Section 2.7 above.
- (3) Social activities, unless they serve a representational purpose and the Union has on file at the time of the activity a written statement that is available in its offices upon request to any employee in the unit describing the representational purpose of such activity.
- (4) Charitable and philanthropic activities.

(5) Insurance and other benefit programs, unless such programs serve a representational purpose and are equally available to fair share fee payees.

(6) Any strike or concerted activity fund.

b. Costs other than those described in Section 2.7 above shall not be considered when making a determination of the fair share service fee of non-members.

2.9 FAIR SHARE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE

Upon the effective date of the agency shop as provided in Section 2.17-a of the Agreement and annually thereafter, within sixty (60) calendar days after the end of its fiscal year, the Union shall post in locations where notices to employees are customarily placed and mail to the County and to each employee in the bargaining unit, a "Fair Share Fee Explanation and Notice of Right to Challenge." Such notice shall also be given to all new employees hired into the unit prior to the solicitation or collection of any membership dues or fair share fees. Such notice shall include:

a. An accounting prepared and signed by an auditor, who is a certified public accountant for the overall purpose of providing an itemization of the expenditures of the Union in detail necessary for an employee to be able to reasonably determine what portion of regular membership dues would be allocable to the cost of negotiation and contract administration as defined in Section 2.7 above.

(1) The accounting will utilize data from the prior fiscal year and shall include the following information:

(a) A breakdown of the Union's actual revenue by source.

(b) A breakdown of each major category within the Union's budget and indicating the actual expenditures within each category including the portion of each category allocable to the costs of negotiation and contract administration as defined in Section 2.7.

(c) Where Union expenditures are for employee compensation, the auditor shall determine what portion of the employee's salary is clearly allocated to the actual negotiation and contract administration as defined in Section 2.7.

(d) The auditor shall prepare a statement itemizing which of Union expenditures are clearly allocated to negotiation and contract administration as defined in Section 2.7 and which

expenditures are not so allocated.

- (e) The auditor shall then calculate the proportion of dues which are clearly allocable to negotiation and contract administration as defined in Section 2.7, expressed as a percentage of regular membership dues.
- (2) To enable the auditor to prepare the accounting, the Union shall provide the auditor access to all records reasonably necessary for such preparation including a record of the employee's activities in sufficient detail to enable the auditor to make the necessary determination in Subsection-a. above. In the event that payments are made to any other organization, the auditor shall be provided access to such organizations' records when reasonably necessary to prepare the above accounting.
- b. The amount of the fair share service fee: Such fee shall not exceed the proportion of dues calculated in Section 2.5 –a.(2) above.
- c. Instructions on filing a challenge to the amount of the fair share service fee with the Union:
 - (1) Non-members who wish to challenge collection of the fair share fee because the amount identified contains expenditures for activities not within the definition of Section 2.7, or because the procedures set forth herein have not been complied with, must file "Fair Share Fee Challenge Petition" with the Union and with copy to the County.
 - (2) The petition shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures or procedures being challenged. The petition must include the name, address, and social security number of the challenger. Such petition must be submitted no later than thirty (30) days after the postmark of the Fair Share Fee Explanation and Notice of Right to Challenge for such petition to be valid.
 - (3) During the pendency of the challenge, the amount of the fair share fee reasonably in dispute shall be placed in an escrow account established by the Union.
 - (4) The dispute described in the challenge petition shall be heard by the Union within thirty (30) calendar days after the closing of the challenge period referenced in this section. If the written response of the Union is not satisfactory to the employee, such employee shall

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

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

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

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

2.11 LABOR ORGANIZATION ANNUAL REPORT

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

2.12 FAILURE TO FILE LABOR ORGANIZATION ANNUAL REPORTS

The Union shall submit the required LM-2('s) no later than sixty (60) calendar days after the end of its fiscal year. If the Union fails to provide the County with the required LM-2('s), then the County shall have the right to give the Union two (2) pay periods' notice to provide the required LM-2('s). If the Union fails to provide the required LM-2('s) at the expiration of the two (2) pay periods, then the County shall make no further payroll deductions of any kind on behalf of the Union (dues, fair share fees, insurance, et cetera) until such time as the Union provides the required LM-2('s).

2.13 JUST CAUSE FOR TERMINATION

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

2.14 PROCEDURE FOR FAIR SHARE TERMINATION

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

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

(10) days after making such determination. The employee may appeal the order of termination to the Civil Service Commission.

- f. The Union shall bear all costs of terminating the employee, including all costs of the County in defending any appeal of an employee from the County's termination of such employee for failure to pay a fair share service fee. Such reimbursed costs shall not include payment of the attorney selected by the County to prosecute and defend the termination action.

2.15 INDEMNIFICATION

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

2.16 PAYROLL AUTHORIZATION REQUIREMENTS

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

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

2.17 PRECONDITIONS TO IMPLEMENTATION OF FAIR SHARE/AGENCY SHOP PROVISIONS

The provisions of the Agreement regarding agency shop are subject to the following conditions:

- a. The agency shop provisions shall not be effective until two (2) full pay periods after the certification of a secret ballot election, conducted by the County Registrar of Voters and Elections in accordance with Chapter 2.79 of the Sacramento County Code, in which a simple majority of those voting, vote to implement fair share/agency shop. Such election shall be held as soon as administratively feasible, and only after the Union has notified the County in writing of its desire for such an election to be held.
- b. An election to implement the provisions of this section shall not prohibit or restrict an election to rescind this provision as provided by Section 3502.5 of the Government Code.
- c. The Union and the County mutually agree that the election provided for in

Subsection b. of Section 3502.5 of the Government Code:

- (1) Shall be determined by a simple majority of those voting and
 - (2) Shall be conducted following election security procedures that apply to the conduct of employee representation elections that are subject to Chapter 2.79 of the Sacramento County Code; and,
- d. Employees exempted from coverage under the Agency Shop pursuant to Section 2.5 shall not vote. Only regular and limited-term employees holding status as such in the bargaining unit on a date thirty (30) days prior to the holding of the election, shall be eligible to vote and no others.

2.18 FAILURE OF UNION TO ADHERE TO NO STRIKE PROVISION RENDERS AGENCY SHOP NULL AND VOID AND ALL PAYROLL DEDUCTIONS STOP

Should the Union violate Section 4.1-b. of this Agreement (the “no strike provision”), the County shall have the right to immediately cease all payroll deductions of any kind on behalf of the Union (dues, fair share fees, insurance, et cetera) until such time as the Union ceases the violation. No payment shall be made or such deductions collected for any period of such violation.

ARTICLE 3 COUNTY RIGHTS

3.1 COUNTY RIGHTS

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

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

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

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

e. This section is not subject to the Grievance and Arbitration Procedure set forth in Article 5 of this Agreement.

ARTICLE 4 GENERAL PROVISIONS

4.1 STRIKES AND LOCKOUTS

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

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

4.2 DISCRIMINATION

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

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

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 employee.

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

ARTICLE 5 GRIEVANCE AND ARBITRATION

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.

5.2 DEFINITIONS

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

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

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

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

5.3 TIME LIMITS

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

5.4 PRESENTATION

A grievant, or the grievant's representative who is a full-time employee, or both, may present a grievance while on duty. On group grievances, no more than four (4) County employees may participate on behalf of the Union while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the County.

5.5 EMPLOYEE RIGHTS

The employee retains all rights conferred by Section 3500, et sequ., of the Government Code or Chapter 2.79 of the Sacramento County Code. Grievances pertaining to an individual employee must be signed by the employee personally on all appeals, except that the Union may appeal if the employee is not available due to extenuating circumstances.

5.6 APPLICATION

Grievances, as defined in Section 5.2 above, 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 Union representative. Within five (5) working days, the immediate supervisor shall give his/her decision or response.

5.8 FORMAL GRIEVANCE – STEP 1

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

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

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

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

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

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 employee may be represented by the Union President or his/her designee.

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

5.10 FORMAL GRIEVANCE – STEP 3

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within five (5) workdays to the County Executive's designated representative. The employee may be represented by the Union President or his/her designee.

b. The County Executive or his/her designee shall either (1) respond in writing within ten (10) working days to the grievant; or (2) give within five (5) workdays, written notice to the grievant that the grievance is being referred to the next scheduled grievance conference at least ten (10) days subsequent to receipt of the grievance. Such grievance conferences shall be scheduled for regular meetings every other week unless mutually agreed otherwise, during the term of this Agreement. The County Executive or his/her designee shall respond in writing to the grievance within five (5) workdays following the grievance conference.

5.11 ARBITRATION – STEP 4

If the response of the County Executive or his/her designated representative is not satisfactory to the Union, the Union shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the County Executive 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 shall have the right to appeal to the next step.

5.13 COPY OF DECISION

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

5.14 SELECTION OF ARBITRATOR

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

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

5.15 DECISION

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

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

5.16 COSTS

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

5.17 WITNESSES

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

ARTICLE 6 OVERTIME AND TIME WORKED

6.1 OVERTIME

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

b. Overtime is defined as time worked by an employee in excess of eight (8) hours in one (1) day, or ten (10) hours in one (1) day in the case of employees who are assigned to a work schedule of ten (10) hours per day, or forty (40) hours in one (1) week. Except as provided herein, an employee shall be compensated for such overtime worked with cash or compensating time off (CTO) at the overtime pay rate at the discretion of the employee.

- (1) Persons designated as operating on flex-time, with mutual agreement between the appointing authority and the employee, may be excepted from the provision by the appointing authority.
- (2) Any other modified work schedule mutually agreed upon will have an overtime rate which shall be consistent with the provisions of this section.
- (3) The appointing authority shall have the option to specify whether compensation is paid in cash or compensating time off for overtime worked in the case of any sudden or unforeseen situation that requires immediate action and the commitment of significant resources.
- (4) If the department is unable to schedule and grant the time off within one (1) year, cash payment shall be made in lieu of compensating time.
- (5) Compensating time off shall be used within one (1) year from the time overtime was performed. If the department is unable to schedule and grant the time off within one (1) year, cash payment shall be made in lieu of compensating time.
- (6) The "overtime pay rate" means either one and one-half the hourly rate of salary including incentives with respect to cash payment; or one and one-half hours for time worked with respect to compensating time off payment.

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

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

e. Employees covered by the provisions of the Fair Labor Standards Act shall be paid for hours worked as prescribed by the Act.

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

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

h. Educational incentive pay, detective and training officer pay shall be included in base salary for the purpose of computing overtime compensation.

i. Except in emergency situations and upon request, an employee shall be authorized CTO or vacation time off for the next contiguous regularly scheduled workday, following more than sixteen (16) hours of work in a twenty-four-hour period. For computation purposes, the start of the employee's regularly scheduled shift shall be deemed the start of the twenty-four-hour period. All time spent in court appearances shall be counted toward the maximum sixteen-hour workday. Notwithstanding any provisions of this section to the contrary, employees must comply with all court-related appearances for which they are subpoenaed.

j. 7/12 Work Schedule:

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

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

(3) Employees in the sworn classes, on the 7/12 work schedule shall receive overtime pay at the straight time rate for the regularly

assigned hours in excess of eighty (80) hours per pay period (81st through 84th hour). Employees in the non-sworn classes shall receive overtime pay at the rate of time-and-one-half for hours worked in excess of eighty (80) hours per pay period.

- (4) For employees in sworn classes, assigned to the 7/12 work schedule, pursuant to the overtime exemption under Section 7-K of the Fair Labor Standards Act, the appropriate period for overtime purposes under the Act shall be fourteen (14) days, to coincide exactly with the standard County biweekly pay period (starting at 12:00 midnight Sunday and ending at 12:00 midnight the second Sunday thereafter). The application of this exemption shall allow the straight time overtime payment as provided in Subsection (2) and (3) above. This 7-K exemption as stated herein (fourteen-day work period) shall also apply to employees in the class of Deputy Sheriff On-Call to allow those employees to work at straight time as stated in Subsection (5) below.
- (5) Sworn temporary employees working in a position assigned to the 7/12 work schedule shall receive overtime pay at the rate of time and one-half for work in excess of twelve (12) hours per day, forty-eight (48) hours per week, or eighty-four (84) hours per biweekly pay period. The hours of work in excess of the standard eighty-hour biweekly pay period (81st through 84th hour) shall be considered as overtime payable at the straight time rate.

k. Effective the pay period which begins on June 25, 1995, employees in non-sworn classes who work the 7/12 Work Schedule shall be paid as follows:

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

6.2 DEPUTY SHERIFF TRAINEE

a. The parties agree that no overtime is payable in respect to the time spent by an employee in the class of Deputy Sheriff Trainee in Basic Recruit Training, except

as required under the Fair Labor Standards Act for employees attending the full-time Basic Academy. Employees attending the extended format Basic Academy do so on their own time. This provision does not apply to duty assignments unrelated to the Basic Academy during the period of such training.

b. Employees in the class of Deputy Sheriff Trainee shall be compensated and accrue benefits as either a full-time or part-time probationary employee occupying a permanent position, depending upon the employee's attendance in either the full-time or extended curriculum (part-time) Basic Academy.

c. The Public Safety Officers Procedural Bill of Rights Act shall not apply to employees in the non-sworn position of Deputy Sheriff Trainee. However, they shall enjoy the same personnel procedural standards applied to other non-sworn employees represented by the Union. This subsection is neither grievable or arbitrable.

6.3 CALL-IN PAY

a. Any employee called in to work shall be compensated at a minimum of two (2) hours at the overtime pay rate, except as reflected herein.

b. The County reserves the right to assign an employee to a period of overtime work concurrent with the end of a shift in lieu of "a" above.

c. Minimum compensation shall not be paid if the call-in results from the employee's negligence or failure to complete an assignment. In such case overtime shall be paid for actual overtime worked with no minimum payment.

d. Employees ordered by the County or legally subpoenaed to appear at administrative hearings while not on their regular workshift shall be eligible for the minimum call-in pay pursuant to this section.

e. Overtime compensation shall be computed as provided in Section 6.1 of this Agreement.

6.4 COURT APPEARANCES

a. This section applies where an employee is subpoenaed or ordered by the County to appear in the litigation of a public offense or a civil suit in his/her capacity as an employee of the Sacramento County Sheriff's Department.

b. Except as modified in this section, any employee subpoenaed or ordered in for a court appearance shall be compensated a minimum of four (4) hours at the overtime rate for such appearance, unless canceled.

c. If such court appearance is canceled:

- (1) The employee shall receive no compensation if notified the subpoena or appearance is canceled before 5:00 PM of the workday or court day immediately preceding the appearance.
- (2) The employee shall otherwise receive two (2) hours compensation at the overtime rate if the subpoena or appearance is canceled after 5:00 PM of the workday or court day immediately preceding the scheduled appearance but before the time of such appearance, provided:
 - (a) Between 5:00 p.m. of the day immediately preceding the appearance and 8:00 a.m. of the day of the appearance, the employee's name appears upon a recorded telephone answering device which can be called by the employee during those hours to find out about the cancellation of the subpoena or appearance. (A copy of the tape shall be maintained by the Court Liaison Officer for thirty (30) calendar days following the date the name was placed on the tape.) OR
 - (b) After 8:00 a.m., but before the scheduled appearance, the employee contacts the Court Liaison Officer to determine if the subpoena or appearance has been canceled.

d. If the court appearance begins during the employee's regular workshift, the employee shall receive overtime pay for the period of time required for such appearance after the end of the employee's regular shift.

e. Employees shall be compensated for court overtime only once during the same time period, regardless of the number of appearances or subpoenas. However, an employee who at 8:00 AM has two (2) separately scheduled court appearances for that day per two (2) separate subpoenas, and the second court appearance is within four (4) hours of the first court appearance, such employee shall receive a minimum of five (5) hours overtime as the total compensation for both court appearances. If both scheduled court appearances, as stated above, are canceled pursuant to Subsection b.(2), the employee shall receive the two (2) hours overtime compensation for each cancellation. If only one (1) of the two (2) court appearances is canceled pursuant to Subsection b.(2) and the employee appears as scheduled for the remaining court appearance, such employee shall not receive two (2) hours overtime compensation for the cancellation but shall receive a minimum of five (5) hours overtime compensation for the court appearance that did occur, or the actual time spent in court, whichever is greater. The principles as stated above shall also apply where three (3) (or more) separately scheduled court appearances occur on the same day and the last two (2) (or more) subpoenas are within four (4) hours of the first court appearance and the minimum compensation is increased by one (1) hour overtime for each additional scheduled court appearance (three [3] scheduled court appearance = six [6] hours overtime minimum, et cetera).

f. Compensation for employees called in outside regular duty hours to appear in court shall commence with their initial report to any facility incident to such call-in. Where the court appearance is for a period in excess of the four-hour minimum, or where the court appearance began during the employee's regular workshift, compensation pursuant to this section shall terminate when all administrative duties in connection with the appearance have been completed.

g. Any claim for a court appearance shall be on a form provided and shall include a copy of the subpoena, verification by the Court Liaison Officer, or a statement by the Deputy District Attorney, verifying such court appearance.

h. This section shall also apply to employees ordered by the County or legally subpoenaed to appear at a deposition in his/her capacity as an employee of the Sacramento County Sheriff's Department.

i. Overtime compensation shall be computed as provided in Section 6.1 of this Agreement.

6.5 LUNCH PERIOD

a. All County employees normally shall be allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the workshift.

b. Whenever it is necessary for an employee to work overtime in excess of two (2) consecutive hours, he/she shall be granted an additional lunch period, the taking of which is optional with the employee. This subsection shall not be applicable to any employee on the 7/12 work schedule unless the employee works two (2) consecutive hours of overtime in addition to the employee's regularly scheduled twelve-hour workday.

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

6.6 WORKWEEK

a. Regular employees within a specific section, unit, division, or department may work a modified week of less than five (5) days, but not less than eighty (80) hours per pay period subject to approval of the County and the Union.

b. Effective August 31, 1986, employees in the Transportation Detail shall be assigned to a workweek of ten (10) hours per day, four (4) days per week. The County shall also implement a work schedule of ten and one-half hours (10-1/2) per day, four (4) days per week, for sworn employees in the Detective Division, in addition to the current workweek schedule. The County shall present to the Union the implementation plan

within the Detective Division by September 12, 1986. The County shall have the right to discontinue these four-day work schedules after giving the Union two (2) pay periods' notice. If the Union requests, the County will discuss with them the County's reason(s) for discontinuing the four-day work schedule.

c. 7/12 Work Schedule (Sworn Personnel)

- (1) Regular sworn employees working at the Rio Cosumnes Correctional Center, the Main Jail, the Main Jail Hospital Detail at UC Davis Medical Center, and/or the Crime Scene Investigation Unit may be assigned by the appointing authority to a work schedule consisting of seven (7) workdays of twelve (12) hours each during a biweekly pay period. During one (1) week of the biweekly pay period, employees will work three (3) workdays of twelve (12) hours each, and during the other week, they work four (4) workdays of twelve (12) hours each.
- (2) Temporary sworn employees who are on-calls working in a position assigned to the 7/12 work schedule shall be allowed to work a twelve-hour workday, a forty-eight-hour workweek, and eighty-four (84) hours in a biweekly pay period at straight time. Overtime for these employees on-call shall be paid as stated in Section 6.1-j.(5).
- (3) The 7/12 work schedule consists of eighty-four (84) hours per pay period. The additional four (4) hours above the standard eighty-hour pay period (the 81st through 84th hour) shall be considered as overtime and payable as provided in Section 6.1-j. Employees shall not be allowed to utilize their accrued leave balances to cover or receive compensation for these four (4) hours of overtime without the proper agreement of the County through the meet and confer process.
- (4) These four (4) hours of overtime (81st through 84th hour) shall be treated as overtime for all purposes and shall not be a factor or credit for purposes of step advancement, paid leave accruals, seniority, or any other benefit towards which overtime work is excluded in the benefit calculation. No provision of this Agreement shall be interpreted in a manner which gives the employees assigned to the 7/12 schedule greater compensation or a larger monetary benefit than that same benefit as applied to employees assigned to the five-day, eight-hour schedule and the four-day, ten-hour schedule.
- (5) For training purposes, an employee's 7/12 workweek schedule may be modified to a schedule combining both the eight-hour workday (or ten-hour workday) and the twelve-hour workday. An example of such a combination would be the substitution of three (3) eight-hour

workdays for two (2) twelve-hour workdays. In such cases, the employee shall be provided five (5) days' notice.

- (6) It is understood that the County will be continually examining both the short-term and long-term implications and impact of the 7/12 work schedule.
- (7) It is also understood that the County's payroll system is not designed to handle the 7/12 work schedule as set forth in this Agreement. Therefore, it is understood that employees on the 7/12 schedule may be given instructions to complete their timesheets in a manner to provide them the correct gross pay, even though the procedure utilized may not be accurate per the timesheet categories or would be a procedure not allowable for any other employee not on the 7/12 schedule.
- (8) Employees on the 7/12 work schedule shall terminate all off-duty employment a minimum of twelve (12) hours prior to the start of their regular shift.
- (9) Notwithstanding any other provision of this Agreement, the County shall have in its sole discretion the right to discontinue the 7/12 work schedule. The County shall give the Union two (2) pay periods' written notice of the cancellation of the 7/12 work schedule. The Union may discuss with the County the discontinuance of the 7/12 work schedule, but the County shall not be obligated to meet and confer over such discontinuance, nor shall the decision to discontinue the 7/12 work schedule be subject to the grievance and arbitration procedure set forth in Article 5.

d. 7/12 Work Schedule For Non Sworn Personnel

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

- (2) Non-sworn employees who work in excess of forty (40) hours per workweek shall be paid overtime or receive compensating time off as stated in Section 6.1-k.
- (3) The 7/12 work schedule consists of eighty-four (84) hours per pay period. The additional four (4) hours above the standard forty-hour workweek shall be considered as overtime as provided in Section 6.1-k.
- (4) The four (4) hours of overtime described in Section 6.6-d. (3) shall be treated as overtime for all purposes and shall not be a factor or credit for purposes of step advancement, paid leave accruals, seniority, or any other benefit towards which overtime work is excluded in the benefit calculation. No provision of this Agreement shall be interpreted in a manner which gives the employees assigned to the 7/12 schedule greater compensation or a larger monetary benefit than that same benefit as applied to employees assigned to the 5/8 schedule and the 4/10 schedule.
- (5) For training purposes, an employee's 7/12 workweek schedule may be modified to a schedule combining both the eight-hour workday (or ten-hour workday) and the twelve-hour workday. An example of such a combination could be the substitution of three (3) eight-hour workdays for two (2) twelve-hour workdays. In such cases, the employee shall be provided five (5) days' notice. Any change in the 7/12 workweek schedule for training purposes is not intended to modify the workweek to less than eighty (80) hours in the biweekly pay period.
- (6) The 7/12 work schedule has demonstrated advantage to the County and the employees. It is understood that the County will be continually examining both the long-term implications and impact of the 7/12 work schedule.
- (7) It is also understood that the County's payroll system is not designed to handle the 7/12 work schedule as set forth in this Agreement. Therefore, it is understood that employees on the 7/12 schedule may be given instructions to complete their timesheets in a manner to provide them the correct gross pay, even though the procedure utilized may not be accurate per the timesheet categories or would be a procedure not allowable for any other employee not on the 7/12 schedule.
- (8) Employees on the 7/12 work schedule shall terminate all off-duty employment a minimum of twelve (12) hours prior to the start of their regular shift.

- (9) Meal Periods: Employees working a 7/12 schedule normally will take a meal period in the middle of their twelve-hour workshift. Employees may receive one (1) rest period during the first half of the employee's twelve-hour workshift and one (1) rest period during the second half of the twelve-hour workshift.
- (10) Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on a scheduled twelve-hour workshift shall result in the deduction of the corresponding number of hours from the employee's accrued leave balances.
- (11) Notwithstanding any other provision of this Agreement, the County shall have in its sole discretion the right to discontinue the 7/12 work schedule. The County shall give the Union two (2) pay periods' written notice of the cancellation of the 7/12 work schedule. The Union may discuss with the County the discontinuance of the 7/12 work schedule, but the County shall not be obligated to meet and confer over such discontinuance, nor shall the decision to discontinue the 7/12 work schedule be subject to the grievance and arbitration procedure set forth in Article 5.

e. Effective April 28, 1989, employees in the class of Identification Technician assigned to the Main Jail shall be assigned to work a workweek of ten (10) hours per day, four (4) days per week. The County shall have the right to discontinue this four-day workweek schedule after giving the Union two (2) pay periods' notice. If the Union requests, the County will discuss with them the County's reason(s) for discontinuing the four-day workweek schedule.

f. Four Day/Forty-Hour Workweek – Sheriff's Communication Bureau: Effective March 29, 1998, and at the option of the County, employees in the Sheriff's Communication Bureau may be assigned to work ten (10) hours per day, four (4) days per week. The four-day workweek shall be subject to the following policies:

- (1) Overtime: Employees shall earn overtime compensation in accordance with Section 6.1, except that such overtime shall be earned when employees work in excess of ten (10) hours per day or forty (40) hours per week.
- (2) Sick Leave: Sick leave with pay shall be accrued, accumulated, and taken in accordance with Section 10.3 of this Agreement and Subsection (4) below.
- (3) Vacation Leave: Vacation leave with pay shall be accrued and used in accordance with Section 10.1 and Subsection (4) below.

- (4) Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on a scheduled ten-hour workshift shall result in the deduction of ten (10) hours from the employee's accrued leave balance.
- (5) Holiday In Lieu: Employees who work in a unit for which the normal work schedule includes Saturday, Sundays, and holidays shall accrue eight (8) hours holiday time every four (4) weeks in accordance with Section 9.1 of this Agreement, except that in-lieu days off shall be for a ten-hour workday.
- (6) Other Provisions: All other provisions of this Agreement shall apply to employees who work a ten-hour day/forty-hour workweek in the same manner as such provisions apply to employees who work a regular eight-hour/forty-hour workweek.
- (7) Return to Normal Five-Day Schedule: The County shall have the right to discontinue the four-day work schedule by giving the Union two (2) pay periods' notice. If the Union requests, the County will discuss with it the County's reason(s) for discontinuing the four (4) day workweek schedule.

6.7 PART-TIME REGULAR EMPLOYEES

a. This section applies to part-time employees in regular positions (permanent part-time).

b. The normal schedule for part-time regular employees shall consist of not less than forty (40) hours per pay period nor more than sixty-four (64) hours per pay period, except for part-time regular employees attending the Sheriff's full-time training academy who may temporarily work an eighty-hour pay period for the duration of the academy.

c. The salary for part-time regular employees shall be set by the regular salary schedule, but shall be prorated based upon the number of hours worked. Appointments from the class of Deputy Sheriff On-Call to the class of Deputy Sheriff (Permanent Part-Time) shall be to the appropriate salary step pursuant to Section 7.3.

d. Overtime as cash payment or CTO at the time and one-half rate under Article 6 shall be paid to the part-time regular employee for work in excess of the eight-hour shift, ten-hour shift, twelve-hour shift, forty-hour workweek, or eighty-four-hour pay period, whichever is applicable to the full-time regular employees in their work unit. All non-overtime work for part-time regular employees shall be paid as straight time cash payment. A part-time regular employee shall receive time and one-half overtime pay in

any situation that a full-time regular employee would receive time and one-half overtime pay.

e. Vacation, sick leave, holiday (HIL), and family death leave benefits shall be prorated based upon the number of hours worked. Part-time regular employees shall receive full uniform allowance.

f. Part-time regular employees working forty (40) or more hours per pay period shall be eligible for group dental benefits, group life insurance benefits, and group medical and health insurance benefits (including cash-back under Section 11.1-f), and the County shall make contributions in the same amount as for full-time regular employees.

g. Part-time regular employees shall be covered by the provisions of the County Employees' Retirement Law of 1937.

h. Employees in the class of Deputy Sheriff (Permanent Part-Time) shall be extended those benefits contained under Section 4850 of the Government Code. The compensation paid to such employees pursuant to this extension of 4850 benefits shall be based upon the average weekly salary earned in the six (6) pay periods prior to the pay period in which the employee was injured. If the employee has not worked six (6) pay periods, the 4850 benefits shall be based upon their planned schedule at the time of the injury.

i. Part-time regular employees may be appointed to an authorized full-time position in the class of Deputy Sheriff at the discretion of the Sheriff.

6.8 9/80 WORK SCHEDULE

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

b. For reference purposes only, this subsection discusses the application of the 9/80 schedule for employees who do not receive time and one-half overtime. This subsection does not in any way change or impact the time and one-half overtime employees receive under the Agreement pursuant to Section 6.1.

- (1) For employees who do not receive time and one-half overtime pay, the workweek will remain from 12:00 a.m. on Sunday to 12:00 a.m. the following Sunday, a period of seven (7) consecutive twenty-four hour periods.
- (2) For these employees, the 9/80 work schedule is a schedule which during one (1) week on the biweekly pay period the employee is scheduled to work four (4) nine-hour workshifts for a total of thirty-six

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

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

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

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

d. Employees working a 9/80 schedule shall take an unpaid meal period in the middle of their nine-hour and eight-hour workshifts, or between the two (2) four-hour workshifts consistent with Section 6.5.

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

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

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

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

6.9 TELEPHONE RESPONSE PAY

An employee who responds to a department authorized page or telephone call concerning department-related work shall receive compensation at a minimum of six (6) minute increments for each telephone response.

ARTICLE 7 SALARIES

7.1 SALARY INCREASES

a. 2006-07 Salaries: Effective June 25, 2006, in addition to a 3% equity for the classes of Deputy Sheriff and Sheriff's Sergeant, the salaries of employees in the Law Enforcement Non-Supervisory Unit shall be increased by 3.0% as provided in Exhibit "A." The ranges stated refer to the Salary Schedule which is Exhibit "B."

b. 2007-08 Salaries: Effective June 24, 2007, in addition to a 2% equity for all classes for work-related pre-shift and post-shift activities, including the donning and doffing of protective equipment, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U.S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with

the month of March 2007, 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%).

c. 2008-09 Salaries: Effective June 22, 2008, in addition to a 2% equity increase for all classes, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U.S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2008, 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%).

d. 2009-10 Salaries: Effective June 21, 2009, in addition to a 2% equity for all classes for work-related pre-shift and post-shift activities, including the donning and doffing of protective equipment, and an additional 2% equity for all classes, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U.S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2009, 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%).

e. 2010-11 Salaries: Effective June 20, 2010, in addition to a 2% equity increase for all classes, salaries shall be increased based on the average percent of year-to-year change in the Consumer Price Index (U.S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2010, 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%).

f. The two percent equity adjustments, as provided in Sections 7.1-b and 7.1-d, in 2007-2008 and 2009-2010 related to pre-shift and post-shift activities serve as full compensation, notwithstanding any disputes in regard to liability, for any such activities that may be compensable under the Fair Labor Standards Act. In consideration, the Union agrees to waive any past, present and/or future action for claims under the FLSA concerning pre-shift and post-shift activities.

7.2 SALARY ADMINISTRATION

a. The entry step within the established range for each class shall be Step "5" unless specifically designated as Step "6," "7," "8," or "9."

b. When an employee 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, the Board of Supervisors may adopt a Y-rate to apply only to the employee so affected. A "Y-rate" means a monthly salary rate, for an individual employee, which is greater than the established range for his/her class.

c. When the salary range for a class is changed in the Agreement, employees in such class shall receive a salary increase or decrease equivalent to that provided for the class.

d. When the entry step for a class is increased in the Agreement, the salary step for each employee in such class shall be increased in proportion to the change in entry step; provided, however, that no employee shall advance beyond Step "9."

e. 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 his/her class, at which time such employee shall receive the highest step of the range for his/her class. Such employee shall receive a proportionate decrease in salary whenever a lower range is established for his/her class in the Agreement.

f. When employee changes in class or salary, or both, occur simultaneously with adjustments in the Agreement, the employee changes shall precede the Agreement adjustments in application.

g. Except as otherwise provided herein, any person appointed to a class shall receive the entry step of the range of such class and shall accrue other benefits as a new employee.

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

i. Any person appointed in accordance with the rules governing reinstatement following resignation in good standing shall be considered as a new employee; provided, however, that at the discretion of the appointing authority, such employee may receive a starting salary higher than Step "5" but not exceeding the step that he/she received at the time of his/her resignation.

j. Whenever an employee is returned to his/her former class following promotion, transfer or demotion due to layoff, he/she shall receive that step of the range which he/she would have received had he/she never left the former class.

k. Whenever an employee is promoted to a class, the range for which is at least five percent (5%) or the equivalent of one (1) step greater than the range of his/her former class, such employee shall receive the lowest step in the higher range which provides an increase of five percent (5%) or one (1) step adjusted in accordance with Subsection n., if applicable; however, that the application of Subsection n. shall not result in a lower monthly salary, following promotion, than that received in the former class.

l. Whenever an employee is transferred to a class, the range for which is less than five percent (5%) or the equivalent of one (1) step different from the range of his/her

former class, or which is determined to be an appropriate class for transfer by the Director of Personnel Services, such employee shall receive the same step in the new range as he/she received in the former range, adjusted in accordance with Subsection n., if applicable.

m. Except as provided in Subsection l., whenever an employee is demoted due to layoff without cause or inability on his/her part to a class having a lower salary range, his/her salary shall be that step in the new range which provides equal or, in the absence thereof, the nearest lower salary to that which he/she received prior to the demotion. In all cases of voluntary demotion or demotion for cause, the employee shall receive the same step in the lower range as he/she received in the higher range, adjusted in accordance with Subsection n., if applicable.

n. The salary advantage of an entry step above Step "5" shall apply only to the class for which it is established and shall not apply to an employee who changes to another class. The salary step for an employee who changes to a class with a lower entry step shall be reduced to the step that is commensurate with his/her length of service in the former class.

o. 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.

p. 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.

q. 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.

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

s. 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.

t. Whenever the Civil Service Commission or other appropriate authority grants an employee direct status in a higher paying class, the range for which is at least five percent (5%) or the equivalent of one (1) step greater than the range of the

employee's former class, the employee shall receive the lowest step in the higher range which provides an increase of five percent (5%) or one (1) step, adjusted in accordance with Subsection n. if applicable, provided, however, that the application of Subsection n. shall not result in a lower salary, following the direct status appointment, than that received in the former class.

7.3 SALARY STEP INCREASES

a. 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 of full-time eligible service since his/her step increase date. The base pay for all extra-help employees, excluding "on-call" Deputy Sheriffs, shall not exceed Step "5." Effective June 20, 1999, "on-call" Deputy Sheriffs may receive step increases as set forth in this subsection to Step "9".

b. Except as otherwise provided herein, 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/her last step increase, whichever is most recent.

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

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

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

f. Continuous extra-help employment up to fifty-two (52) weeks of full-time service, or the equivalent from the date of the last step increase (if any), in the classification of Deputy Sheriff "on-call" shall be considered as eligible service for a step increase for persons appointed to a regular position in the class of Deputy Sheriff who have a break in service which does not exceed one (1) year prior to the appointment to Deputy Sheriff. However, credit for such extra-help employment shall be for step placement purposes only. The employee shall, for all other purposes, be considered as a new employee. Employees who are appointed to the class of Deputy Sheriff On-Call and then to the class of Deputy Sheriff Trainee, if all such employment is continuous, shall have the time spent in both classes count towards their step placement upon their

appointment to the class of Deputy Sheriff. It is understood that this provision will be retroactively applied to Kevin Booth, Walter Chetner, Scott Hyatt, Earl Johnson, Diane Jordan-Tucker, Neal Makris, Henry Petrie, David Pine, Robert Stewart, Lori Timberlake, and David Lee.

- g. Overtime work shall not be considered as eligible service.
- h. A step increase may be denied only for just cause.

7.4 FLIGHT PAY DIFFERENTIALS

a. Employees assigned to the Aero Detail as pilots and observers shall receive a ten percent (10%) pay differential. Such differential shall be based on the employee's standard hourly salary rate.

b. Employees assigned to the Aero Detail as observers shall receive sufficient flight instruction to enable them to land safely in an emergency.

c. The County shall provide employees assigned to the Aero Detail with suitable protective flight equipment, including but not limited to:

- 1 Flight Helmet
- 1 Nomex Flight Suit
- 1 Pair of Nomex Gloves

7.5 SPECIAL HAZARD PAY DIFFERENTIALS

a. Effective with the pay period beginning on November 10, 1996, employees assigned to the Special Enforcement Detail (S. E. D. / SWAT) and employees assigned as Major Narcotics Officers shall receive a ten percent (10%) pay differential. Effective with the pay period beginning on December 22, 1996, employees eligible for and receiving Explosive Ordinance Disposal differential under the Salary Resolution shall begin receiving such differential based on this Labor Agreement and shall no longer receive that differential under the Salary Resolution. This differential shall be based on the employee's standard hourly salary rate and shall be payable only under all of the following conditions:

- (1) The employee is assigned in writing by the appointing authority to one (1) of the above details and the assignment involves extraordinary hazard above that encountered in a regular assignment.
- (2) Special skills are necessary to mitigate the extraordinary hazard and special equipment is necessary to perform the task and mitigate the hazard.

- (3) Special ongoing training is necessary to maintain the skills level necessary to utilize the equipment and/or procedures to mitigate the hazard.

b. The above differential shall be paid only for the time the employee is assigned in either:

SED.(SWAT), or
E.O.D, or

for the time he/she is designated as a Major Narcotics Officer, trained and utilized in clandestine laboratory enforcement and cleanup.

c. Assignment to and removal from the above assignments shall be at the sole discretion of the appointing authority.

7.6 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 Department of Personnel Services also shall give written notice to the employee.

b. As used in this section:

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

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

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

- (1) In the case of overpayment, reimbursement of the overpayment shall be made through one (1) or a combination of the following methods:
 - (a) In cash payment(s) mutually agreed to by the employee and the Department of Personnel Services.
 - (b) In the case of overcrediting of paid leave accruals, balances, or usage a one-time only leave adjustment to CTO or vacation equivalent to the dollar amount of the 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.
 - (c) Installment payments through payroll deduction should cover no more than the same number of pay periods over which the error occurred. If the installments exceed ten percent (10%) of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least ten percent (10%) of the employee's base salary including incentives, et cetera.
- (2) In the case of an underpayment the County will expedite reimbursement to the employee via an in lieu warrant, a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
- (3) An employee whose employment terminated prior to full reimbursement of an overpayment shall have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide

full reimbursement, the County shall have the right to exercise other legal means to recover the additional amount owed.

- (4) Any amount of overpayment or underpayment for any period earlier than one (1) year prior to the date of the Department of Personnel Services initial written notice to the employee, shall be deemed waived and not reimbursable.

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

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

7.7 WARRANT FUGITIVE DETAIL

Effective the pay period beginning on June 20, 1999, employees who are assigned to the Warrant Fugitive Detail shall receive a ten percent (10%) differential. Such differential shall be based upon the employees' standard hourly rate.

7.8 SHERIFF'S SECURITY OFFICERS PAY

Effective the pay period beginning on June 20, 1999, Sheriff's Security Officers (Class Code 07577) shall receive an equity increase of five percent (5%).

7.9 MOTORCYCLE OFFICER PREMIUM PAY

Effective the pay period beginning on June 20, 1999, employees assigned to motorcycle patrol duty shall receive a five (5%) percent premium in addition to their regular salary.

7.10 COMMUNITY SERVICES SPECIALIST DIFFERENTIAL

a. The purpose of this provision is to permit compensation of an employee who is properly assigned in writing to serve as leadworker and/or training officer in the class of Community Services Specialist III, Community Services Specialist II, or Community Services Specialist I.

b. The assignment shall be made by the appointing authority, or designee, in writing formally specifying the period of the special assignment.

c. The differential shall be 5% of the employee's standard hourly salary rate. This differential shall not exceed 5% for employees so assigned to one (1) or both of these functions. This differential shall apply only for such shifts on which an employee is so assigned in writing to act as a leadworker and/or training officer.

d. The differential shall cease when the assignment is terminated in writing by the appointing authority or designee, or the period of the assignment has expired, whichever occurs first.

ARTICLE 8 SHERIFF'S COMMUNICATION CENTER

8.1 SHERIFF'S DIFFERENTIAL PAY

a. Employees in the classes of Sheriff's Communications Dispatcher (Levels I and II) and Sheriff's 911 Call Dispatcher who work shifts, except those shifts starting between 5:00 a.m. and 10:00 a.m., shall receive shift differential pay.

b. Shift differential pay shall be seven and one-half percent (7-1/2%) of the employee's standard daily or biweekly salary rate.

8.2 RETENTION PAY

Employees in the classes of Sheriff's Communications Dispatcher (Levels I and II) and Sheriff's 911 Call Dispatcher who are at the top step of the salary range for the equivalent of five (5) year's full-time service shall receive a 5% retention pay differential based upon the employee's standard hourly rate.

8.3 TRANSFER RIGHTS

a. Former Sheriff's Communication Dispatchers working in Court Security or the Jail shall have the one-time option to transfer to the Sheriff's Communications Center. Employees who remain at Court Security or the Jail shall be subject to reassignment. Such reassignment shall not be arbitrary, capricious, or discriminatory.

b. Such transferring Sheriff's Communication Dispatchers from Court Security or the Jail must meet the performance standards required of employees in the Communications Center. If they do not meet the performance standards they shall be allowed to voluntarily demote to the class of Sheriff's Records Officer and will be reassigned upon voluntary demotion. In such event, the department will take reasonable efforts to place the employee in his/her prior assignment. Employees who do not choose

to voluntarily demote to the class of Sheriff's Records Officer may demote to any other class in which the minimum qualifications are met.

ARTICLE 9 HOLIDAYS

9.1 HOLIDAYS

Regular employees 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. On any day which the department closes or partially closes an office, unit, or operation, such affected employees shall be required to utilize accrued holiday time or vacation, whichever is closest to the maximum accrual limit, to cover their absence. The accrual limit for holiday time shall be 104 hours, with any accrual in excess of the 104 hour limit paid to the employee in cash.

9.2 CHRISTMAS AND NEW YEAR'S EVE

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

9.3 RELIGIOUS HOLIDAYS

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

ARTICLE 10 LEAVES

10.1 VACATION LEAVE WITH PAY

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

b. Employees who have less than three (3) years of service shall accrue vacation on the basis of four (4.0) hours for each biweekly pay period of service.

c. Employees who have more than three (3) years but less than fifteen (15) years of service shall accrue vacation on the basis of 5.5 hours for each biweekly pay period of service.

d. Employees who have more than fifteen (15) years of service shall accrue vacation on the basis of 7.1 hours for each biweekly pay period of service.

e. All employees hired on or after August 21, 1994, shall accrue vacation and accumulate vacation in accordance with the following schedule:

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

*eight-hour days

f. For employees hired prior to August 21, 1994, who have been on the vacation schedule set forth in Subsection b. – d. above, such employees shall remain on that schedule, except that (1) employees with nine (9) or more years of service on August 21, 1994, shall be moved to the appropriate level of the vacation schedule set forth in Subsection e.; and (2) employees who complete nine (9) years of service after August 21, 1994, shall be moved at that time to the appropriate level on the vacation schedule set forth above.

g. Effective June 25, 1995, employees (including employees on 4850 time) who reach their vacation maximum accrual rate shall be entitled to cash payment for any hours exceeding their maximum accrual rate, which would otherwise be lost if not taken. The appointing authority, at his or her discretion, may schedule the use of vacation as an alternative to cash payment, under this provision, with at least one (1) pay period's notice.

10.2 VACATION USE

a. All employees shall be eligible to use accrued vacation. The appointing authority shall determine the period when accrued vacation time may be taken by 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 one hundred eighty (180) days shall be paid the monetary value of his/her full terminal vacation.

b. Within each work unit, seniority for purposes of vacation selection will be based upon total length of service in that classification after six (6) months service in the work unit. Work unit will be defined by the department. Employees shall not be required to bid for vacation against employees in a different division, in a different class, or on a different shift within the same division.

10.3 SICK LEAVE

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

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

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

four (4) hours in any instance, and shall be approved only upon submission to the appointing authority of an official blood bank receipt reflecting the donation.

- (3) For family purposes, a regular employee may use leave credits for:
 - (a) Attendance upon an eligible family member who is incapacitated because of illness or injury and definitely requires personal care. The length of such absence shall be limited by the appointing authority to the time reasonably required to either provide care or to make other arrangements for such care. 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.
 - (b) To transport an eligible family member to and from a local hospital for medical treatment or operation, including childbirth.
 - (c) To attend, at any location, during serious medical treatment or operation, including childbirth, performed upon an eligible family member.
- (4) The appointing authority may require reasonable substantiation of the need for, and use of, sick leave.

10.4 SICK LEAVE WHILE ON VACATION

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

10.5 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.

10.6 MILITARY LEAVE

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

been received for the first thirty (30) calendar days of the military leave, upon submitting satisfactory evidence of military service. No more than 176 hours pay shall be given for any one (1) period of ordered military service. Nor shall the total amount of such payments exceed the equivalent of 176 hours salary in one (1) fiscal year. For the purpose of determining the one (1) year of continuous County service, all recognized military service shall be counted.

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

10.7 DISABILITY LEAVE

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

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

- (1) During any period of disability for which payment is not provided under Workers' Compensation Insurance, the employee shall be placed on disability leave with pay to the extent of any leave with pay which he/she had accrued. Such disability leave with pay shall be charged against the employee's accrued leave with pay.
- (2) During any period of disability for which payment is provided under Workers' Compensation Insurance, the employee may elect to receive disability leave with pay to the extent of any leave with pay which he/she has accrued, providing the Workers' Compensation benefits received by the employee are endorsed to the County. Under such circumstances, his/her accrued leave with pay shall be reduced by one-half day for each full day of absence for which temporary workers' compensation benefits are endorsed to the County.

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

10.8 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 the appointing authority immediately upon receiving notice of jury duty. Employees exempt from jury duty according to law shall file for such exemption.

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. Any employee who is scheduled to work on a swing or grave shift and is called for jury duty may be excused by the department from the regular shift for the duration of the jury duty. If the employee is required to work because of the needs of the department, and if the number of hours worked plus the number of hours of jury duty exceed eight (8) hours (or ten [10] hours for employees assigned to a ten-hour day four-day work schedule, or twelve [12] hours for employees on the 7/12 work schedule), then those hours worked in excess of eight (8) (or ten [10], or twelve [12]) shall be compensated at the overtime rate of time and one-half.

e. If an employee is called for jury duty on a scheduled day off, that time shall not be recorded on the timesheet nor shall it be counted as time worked when determining time over forty (40) hours per week for overtime purposes, or for employees on the 7/12 schedule, either thirty-six (36) hours or forty-eight (48) hours per week. An employee who is on jury duty shall not be required to remit or waive jury duty fees for that day.

10.9 TIME OFF FOR PROMOTIONAL EXAMINATIONS

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

10.10 ASSIGNMENT OF LEAVE FOR CATASTROPHIC ILLNESS AND OTHER PURPOSES

Regular employees shall be eligible to participate in the County's program of assignment of leave for catastrophic illness and other purposes. The County will provide

the Union a copy of the standardized County Policies and Procedures regarding the implementation of this program.

10.11 PARENTAL LEAVE

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

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

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

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

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

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

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

10.12 COUNTY EMPLOYEES AS VOLUNTEER POLL WORKERS PROGRAM

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

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

- (1) The employee has successfully applied for and has been selected and found qualified by the Sacramento County Registrar of Voters to serve as a volunteer poll worker;
- (2) The employee has made a request in writing to his/her appointing authority for an absence from County employment as is necessary to attend and complete Poll Worker Training as directed by the Registrar and an absence for the employee's entire regularly scheduled workday on election day to serve as a volunteer poll worker in Sacramento County;
- (3) On the day of the election the employee has fully executed his/her responsibilities as a poll worker and reported to his/her assigned polling place at the designated time, performed all duties appointed by the County elections official and as required by applicable state and federal elections laws, and remained on duty until the poll was properly closed and secured and until released by the County elections official. As a volunteer, the employee is entitled to receive the normal stipend paid by Voter Registration and Elections to all volunteer poll workers. The stipend shall not be counted in any computation of the total wages or compensation paid the employee by reason of his/her regular employment with the County.

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

hours. No overtime or compensatory time shall be earned or accumulated during such paid leave.

ARTICLE 11 HEALTH AND WELFARE

11.1 GENERAL PROVISIONS

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

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

c. Enrollment In Benefits Plans:

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

Section (IRC) 125 and authorized under the County's Section 125 qualified cafeteria benefits plan. Employees seeking to waive coverage shall show proof satisfactory to the plan that the employee has other group medical insurance coverage.

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

11.2 MEDICAL INSURANCE AND HEALTH PLANS

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

- a. Tier A: Employees hired prior to January 1, 2007, will be placed in Tier A. Employees in Tier A shall remain in this tier unless they voluntarily elect to move to Tier B. Such election by an employee to move to Tier B shall be irrevocable once made. Tier A employees who are eligible to receive cash back will continue to be eligible with the exception that the benefit, when combined with any premium costs and FICA reductions, shall not exceed \$894.52 per month. The County will provide the following maximum contributions to Tier A employees:
- (1) Effective January 1, 2007, the County's maximum contribution shall be 100% of the Kaiser family premium for 2007.
 - (2) Effective January 1, 2008, the County's maximum contribution shall be 95% of the Kaiser family premium for 2008.
 - (3) Effective January 1, 2009, the County's maximum contribution shall be 90% of the Kaiser family premium for 2009.
 - (4) Effective January 1, 2010, the County's maximum contribution shall be 85% of the Kaiser family premium for 2010.
 - (5) Effective January 1, 2011, the County's maximum contribution shall be frozen at 80% of the Kaiser family premium for 2011.
- b. Tier B: The County shall provide an insurance contribution, henceforth known as Tier B, for employees starting employment with the County on or

after January 1, 2007, and employees who were in Tier A and have voluntarily elected to participate in Tier B. The County contribution shall be reset annually on January 1 of each year. The County contribution amount shall be 80% of the premium amount for the health plan and level of coverage selected provided, however, that the maximum amount of the contribution shall be 80% of the premium amount for the least expensive, full coverage HMO health plan option offered by the County, for the level of coverage selected by the employee. The employee shall pay through payroll deduction any additional premium not paid by the County contribution that is required for the plan option and level of coverage selected by the employee, or the default coverage if the employee did not select another plan or waive coverage as specified under the provisions of this Agreement.

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

Premiums for insurance coverage shall be based on the level of coverage selected.
- d. The default medical plan enrollment shall be the County's lowest premium high deductible health plan, employee only coverage. The employee shall be responsible for paying 20% of the premium for this coverage on a pre-tax, payroll deduction basis.

- e. All co-payments will remain at their respective 2006 levels for the duration of the Agreement.

11.3 RETIREE HEALTH SAVINGS PLAN

Effective December 24, 2006, or as soon as administratively possible, the County shall establish a retiree health savings plan (RHSP) by contributing an amount of \$25.00 to the employee's RHSP each biweekly pay period.

11.4 DENTAL PLAN

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

11.5 LIFE INSURANCE

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

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

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

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

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

11.6 EMPLOYEE ASSISTANCE PROGRAM

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

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

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

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

11.7 FLEXIBLE SPENDING ACCOUNTS

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

11.8 JOINT LABOR-MANAGEMENT HEALTH AND WELFARE COMMITTEE

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

marketplace is constantly changing and it is imperative that they remain engaged in ongoing dialogue and discussions regarding benefits issues.

11.9 STATE DISABILITY INSURANCE

a. Upon request of the Union, the County will enroll the Law Enforcement Non-Supervisory Unit in the State Disability Insurance plan at employee cost for employees in classes represented by the Union. Enrollment shall be in accordance with Section 710.5 of the Unemployment Insurance Code as amended in 1980. Such enrollment shall take place in the first quarter following notification by the Union of its request to be enrolled.

b. Once eligibility is established for State Disability Insurance benefits and upon request of the Association, the County will include the Law Enforcement Non-Supervisory Unit within any standardized integration of State Disability Insurance with other County benefits.

ARTICLE 12 RETIREMENT PLANS

12.1 RETIREMENT CONTRIBUTION

Effective July 7, 1975, the County will pay one-half of the employee's normal retirement contribution including one-half of the cost-of-living contribution in accordance with the provisions of the County Employees' Retirement Act of 1937.

12.2 ON-CALL SERVICE RETIREMENT CREDIT

A Deputy Sheriff On-Call who is appointed to a regular position and becomes a member of the County Employees' Retirement System may elect to receive retirement credit for on-call service pursuant to Section 31641.5, County Employees' Retirement Law of 1937.

12.3 SAFETY RETIREMENT TIER 2

a. Effective the pay period beginning June 25, 1995, the County shall establish a new safety retirement tier. This new 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% per year and a final compensation calculated on the basis of three (3) years pursuant to Government Code Section 31462. In all other respects, Tier 2 safety shall be identical to Tier 1 safety.

b. This new Safety Retirement Tier 2 shall not apply to employees hired prior to June 25, 1995, with a SCERS entry date prior to June 25, 1995.

c. All eligible employees hired on or after June 25, 1995, shall be placed into Safety Retirement Tier 2.

d. Employees in both Safety Retirement Tier 1 and Tier 2 shall have the benefits for non-service connected disability computed as prescribed by Section 31727.7 of the County Retirement Law of 1937.

12.4 MISCELLANEOUS RETIREMENT TIER 3

a. Effective the pay period which began on June 27, 1993, the County established a new retirement tier for certain County employees. This new Miscellaneous Retirement Tier 3 is the same as the existing Miscellaneous Retirement Tier 2, except that the new Tier 3 has a 2% post-retirement cost-of-living adjustment factor pursuant to Government Code Section 31870, whereas Tier 2 has no post-retirement cost-of-living adjustment factor. Miscellaneous Retirement Tier 3 has not applied to members of this bargaining unit from the date above until the date identified below in Subsection b.

b. Effective 120 days from the date of this Agreement, employees hired prior to June 25, 1995, who are members of Miscellaneous Retirement Tier 2, shall be given a one-time opportunity to transfer to Miscellaneous Retirement Tier 3. These employees who elect to transfer to Tier 3 also transfer their prior service credit in Tier 2 to Tier 3 with no additional employee contributions being required for the transfer of this prior service.

c. The above employees shall be given a period of sixty (60) calendar days to respond to a notice from the County sent to the employee by certified mail. Said response shall state the employee's choice to become a member of Miscellaneous Retirement Tier 3 or remain in Miscellaneous Retirement Tier 2. The employee's election to transfer to Tier 3, or failure to elect to transfer to Tier 3 and remain in Tier 2, shall be irrevocable and shall apply to all periods of future service.

d. Eligible non-sworn employees hired on or after June 25, 1995, shall be placed into Miscellaneous Retirement Tier 3.

e. Employees in Miscellaneous Retirement Tiers 1, 2, and 3 shall have the benefits for non-service connected disability computed as prescribed by Section 31727.7 of the County Retirement Law of 1937.

12.5 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).

12.6 RETIREMENT ENHANCEMENT

Effective June 29, 2003, the parties agree as follows:

- a. The County will implement the retirement enhancement plans of 3% at age 50 for safety members and 2% at age 55½ for miscellaneous members.
- b. Eligible employees will be permitted to purchase prior public service credits up 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.

12.7 PURCHASE OF ADDITIONAL RETIREMENT CREDIT

a. Effective January 1, 2007, or as soon thereafter as administratively possible, and contingent upon agreement from all other recognized employee organizations, and subject to the provisions of Section 31658 of the County Employees Retirement Law of 1937 ('1937 Act'), an active employee who has at least five (5) years of credited service with the Sacramento County Employees' Retirement System ('SCERS') may elect to purchase up to five (5) years of additional retirement credit ('ARC'). ARC means time that does not otherwise qualify as County service, public service, military service, medical leave of absence, or any other time recognized as purchasable service credit by SCERS.

b. ARC time will not be included for purposes of meeting the minimum qualifications for service or disability retirement, or for purposes of establishing eligibility for any benefits based on thirty (30) years of service, additional ad hoc cost-of-living benefits, or any other benefits based on service credit except to the extent that the County expressly includes ARC time when determining benefits over which the County has sole authority. ARC time will, however, be added to the employee's total retirement service credit for purposes of calculating the retirement allowance, and as such will be included in the determination of the annual cost-of-living adjustment ('COLA') for retirees.

c. The employee will be responsible for paying the full actuarial cost of the ARC time being purchased, as determined by SCERS in consultation with its actuary, as of the time of commencement of the purchase.

d. The ARC time may be purchased by lump sum payment, or by installment payments over a period not to exceed ten (10) years, in accordance with the limitations

imposed by the United States Internal Revenue Service, as determined by SCERS' tax counsel, and in accordance with the service purchase rules established by SCERS. In order to receive credit for ARC time, the purchase must be completed on or before the effective date of the employee's retirement, or within one hundred twenty days (120) after the employee's effective retirement date. If an ARC purchase is not completed on or before the employee's retirement date, or within one hundred twenty days (120) after the employee's retirement date, a prorated amount of the ARC time will be added to the employee's existing service credit based on the amount actually paid by the employee.

e. ARC time may be purchased in minimum increments of six (6) months. An existing installment payment plan to purchase ARC time must be paid off in full before an employee can initiate a new installment payment plan to purchase additional ARC time.

ARTICLE 13 UNIFORM REIMBURSEMENT/ALLOWANCE

13.1 UNIFORM ALLOWANCE

a. All personnel in the Non-Supervisory Law Enforcement Unit required to maintain a uniform shall receive uniform reimbursement / allowance which shall be paid as follows:

- (1) Upon graduation from the Academy or upon employment for employees not required to attend the Academy, a uniform reimbursement shall be made upon academy graduation, or shortly after employment, and upon submission of receipts verifying the purchase of authorized uniform items.
- (2) The uniform allowance shall be \$34.62 biweekly and the hire/academy one-time reimbursement shall be \$450.
- (3) Effective June 22, 2008, the uniform allowance shall increase to \$36.54 biweekly (\$950 annually) and the new hire/ academy one-time reimbursement to \$475.
- (4) Effective June 20, 2010, the uniform allowance shall increase to \$38.46 biweekly (\$1,000) and the new hire/academy one-time reimbursement to \$500.
- (5) On-call employees shall not receive the biweekly uniform allowance but shall continue to receive their uniform allowance in semi-annual payments in arrears in January, provided they have worked July through December of the preceding year, and in July, provided they have worked January through June of that year. Such employees

shall receive 1/6 of the allowance for each month in which they have served during the preceding 6 month period.

b. In the event substantive changes are made in the uniform of employees represented by the Union, such changes shall be at County expense. Substantive means a mandatory change in the basic uniform shirt, hat, tie, trousers/skirts, or patches. Phased changes which provide for replacement when an item of the basic uniform becomes unserviceable or is replaced shall not be at County expense. The County may limit the phase out period; however, it shall not be less than two (2) years.

c. Employees assigned to the part-time position of Deputy Sheriff Trainee who are required to wear and maintain a distinct item of apparel intended to identify that employee as a Deputy Sheriff Trainee shall be provided such item of apparel by the County. Covered within this provision include patches, blazer, and other items for which the Sheriff establishes detailed specifications.

13.2 INCENTIVE PAY

a. Employees will become eligible for education incentives beginning the first biweekly pay period after submission of evidence of eligibility to the person designated by the appointing authority.

b. The following education incentives shall be cumulative, but they shall not be compounded:

- (1) Five (5) percent for possession of an A.A. degree (or equivalent—60 semester units)
- (2) Five (5) percent for possession of a B.A. or B.S. degree
- (3) Five (5) percent for possession of an Intermediate P.O.S.T. Certificate
- (4) Five (5) percent for possession of an Advanced P.O.S.T. Certificate

c. Employees assigned to the position of Deputy Sheriff Trainee shall not be eligible for educational (including P.O.S.T.) incentives.

d. Employees in the class of Identification Technician shall receive ten (10) percent education incentive (not compounded) for possession of a Latent Print Examiner Certificate pursuant to the International Union for Identification Certification Program. To continue to receive this education incentive, employees must successfully recertify as required. Any employee receiving this education incentive shall not be eligible to also receive the education incentive for the Intermediate P.O.S.T. Certificate and/or the Advanced P.O.S.T. Certificate.

13.3 CORPORAL/DETECTIVE/FTO DIFFERENTIALS

a. The County intends to no longer compensate Corporals (including Field Training Officers) with the current five (5) percent position differential, effective August 21, 1983. Any employee who was a Corporal (including Field Training Officers) or Detective on August 20, 1983, shall retain the prior five (5) percent differential being paid to him/her so long as such employee remains in the class of Deputy Sheriff. Such employees who were Corporals or Detectives on August 20, 1983, shall be eligible for across-the-board salary increases. This provision shall also apply to current Deputy Sheriffs who were previously Deputy Marshal-Field Deputies on August 20, 1983. Employees who receive detective pay pursuant to Subsection 12.3-b. shall not also be eligible for the five (5) percent differential provided for under this Subsection a.

b. Employees who are assigned as detectives shall receive a five (5) percent equity pay differential. Such pay differential shall be based upon the employee's standard hourly rate.

c. Employees who are designated by the Sheriff's Department as a Reserve Training Officer in Patrol Services, Training Officer in Correctional and Security Services or in the Communications Center with the Communication Bureau shall receive a 5% pay differential only for such shifts on which they are assigned in writing to train employees newly assigned to Patrol Services, Correctional and Security Services, Sheriff's Reserves in training, or to the Communications Center. This subsection shall not apply to any employee who was a Corporal (including Field Training Officer), Deputy Marshal-Field Deputy, or Detective on August 20, 1983.

d. Effective June 30, 2002, employees who are designated by the Sheriff's Department as Field Training Officers (FTO) in Patrol Services shall receive a 5% pay differential based upon the employee's standard hourly rate. This differential shall end when the employee is no longer designated as a FTO by the Sheriff's Department. A maximum of sixty (60) employees may be designated as FTOs in the non-contracted patrol services operations.

e. One (1) position designated by the Sheriff's Department as a FTO in the K-9 Unit shall receive a 5% pay differential based upon the employee's standard hourly rate. This differential shall end when the position is no longer designated as a FTO by the Sheriff's Department.

13.4 CONFERENCE REIMBURSEMENT

When officers are selected by the department to attend conferences, such officers will be reimbursed for travel and related expenses in accordance with the County's standard reimbursement policy.

13.5 DAMAGED/LOST PROPERTY

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

- a. Reimbursement is to cover the payment of costs for repair, replacement, or actual value of personal property of an employee, such as eye glasses, watches, or articles of clothing necessarily worn or carried by the employee, when such items are damaged or lost during the performance of and in the line of duty.
- b. Employees claiming reimbursement shall submit a written request for reimbursement in the form provided by the County.
- c. Reimbursement shall not be made for losses resulting from acts of negligence or deliberate destructive acts on the part of the employee; or losses resulting from ordinary wear and tear incidental to normal use and employment, or losses resulting from mysterious disappearance.
- d. Reimbursement shall not exceed the actual cost of the item or \$150, whichever is less. Prescription eyewear and foul weather jackets shall be reimbursed at actual cost not to exceed \$500.
- e. The Sheriff, or his/her designee, will review the claim for reimbursement and shall be the final authority for approval or disapproval of the request.

13.6 CANINE HANDLERS

a. Effective November 1, 1999, each employee regularly assigned in writing by the appointing authority as a canine handler and who is responsible for the care and maintenance of a canine is authorized to spend and shall be deemed to have spent ten (10) hours of scheduled work per month in ordinary care and informal training that cannot be performed during regularly scheduled hours. For those overtime hours incident to caring for the dog only, the employee shall receive overtime compensation at the rate for off-duty Deputy Sheriffs (which is currently \$20 per hour). This compensation will be paid at one and one-half times the off duty hourly rate, excluding incentives. The Union agrees that this compensation shall be approximately equivalent to the amount of time it takes to feed, exercise, groom, and work with the canine on a monthly basis.

b. The County shall also be responsible for the construction of a kennel and a chain-link enclosure approximately six feet by ten feet (6' x 10') on property designated by the canine handler.

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

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

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

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

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

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

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

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

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

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

l. This care and maintenance pay represents good faith compensation calculated on an hourly basis associated with the daily care and maintenance of a canine, outside the normal hours of work of the assigned employee during the month. The intent of this pay is to insure compliance with all applicable state and federal labor and other laws including, but not limited to, the Fair Labor Standards Act, 29 U. S. C. Sections 100 et. Seq.

m. This Agreement and arbitration award shall not affect any of the rights or liabilities of the parties to a lawsuit filed in Sacramento Federal Court involving the Sacramento County canine officers as Plaintiffs and the County of Sacramento as one of the defendants, nor shall this Agreement and arbitration award be used in evidence or argument or referred to by any party in said lawsuit. Nor shall the amount of compensation to be received by Plaintiffs in this Agreement and / or arbitration award be used by any party in the Federal Court proceeding as evidence as to the reasonable money owed to the Plaintiffs therein. This Section 13.6 may be set aside in its entirety by the Union in the event of a reference hereto by any party to said lawsuit.

ARTICLE 14 SAFETY

14.1 SAFETY EQUIPMENT

a. The County shall provide to each newly-hired employee the safety equipment required by the department, including, but not limited to, any of the following which may be required for the employee's job:

- Service weapon
- Ammunition, gun belt, holster, pouches, and related leather goods
- Two (2) pair of handcuffs
- Baton
- Flashlight
- Soft body armor
- Radio earpiece
- Hat piece
- Badge
- Name tag

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

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

d. Employees appointed to the position of Deputy Sheriff Trainee may at their own expense obtain and carry the chemical agent Mace or OC spray if licensed in accordance with state law.

14.2 ACCIDENT REPORTS

The Safety Office shall provide the Union with a copy of each Employer's Report of Occupational Injury or Illness (Form 5020) within two (2) workdays after receipt of such report from the Sheriff's Department.

14.3 ADDITIONAL HANDGUN

Field Operations personnel will be permitted to carry an additional handgun while on duty, subject to the conditions identified herein:

- a. The employee shall give written notice to the department of the intent to carry an additional handgun and describing the handgun.
- b. The handgun and ammunition is provided at the employee's expense.
- c. The handgun is inspected by the department's range master and found to be mechanically sound and of a quality and type approved by the department.
- d. The employee must qualify prior to carrying the weapon and at least annually thereafter.
- e. The handgun is carried concealed.

ARTICLE 15 PERSONNEL RULES

15.1 TRANSFER

a. An employee may transfer from one (1) department to another, within the same class, with the approval of the appointing authorities of both departments.

b. An employee may transfer from a position in one (1) class to a position in another class with the prior approval of the Director of Personnel Services. Requests for transfer to another class shall be made in writing to the Director of Personnel Services. An employee may not transfer to a class for which he/she is not qualified.

15.2 REINSTATEMENT

a. A former employee who held permanent status in a class at the time of resignation in good standing may be appointed to a vacancy in that class or, with the approval of the Director of Personnel Services, to a lower class for which he/she is qualified. Reinstatement may take place only within three (3) years of the effective date of resignation. Reinstatement is subject to the discretion of the appointing authority.

b. A former employee who is reinstated to a temporary position, within three (3) years of resignation in good standing, may at the discretion of the appointing authority, and with the approval of the Director of Personnel Services be further reinstated to a permanent position in the same class even though more than three (3) years has passed since the person resigned from the permanent position, provided there has been no break in the temporary service.

c. A permanent employee who has vacated a regular position to accept another position in a higher class in the same department, or in a class on the same level in the same department, under a provisional or temporary appointment, shall have a right to reinstatement to his/her former class upon the termination of his/her provisional or

temporary appointment. With the written agreement of the appointing authorities of both departments, this provision shall apply also to an employee who accepts a provisional or temporary appointment in a department other than his/her department of permanent assignment.

d. Any former employee who held permanent status in a class at time of resignation in good standing shall be required to serve a six-month probationary period if such reinstatement is to a permanent position.

15.3 MEDICAL EXAMINATIONS

Persons appointed from a reemployment list or by reinstatement shall be employed contingent upon passing a medical examination provided at the County expense. Persons appointed from a reemployment list shall be approved for employment unless they are suffering from a communicable disease or are medically incapable of performing the duties of the position.

15.4 LEAVES OF ABSENCE

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

15.5 RESIGNATION

An employee may resign from County service by submitting his/her written resignation to the appointing authority. The resignation shall be effective for all purposes upon its submission. However, an employee wishing to resign from the County service in good standing shall, at least two (2) weeks before his/her last day of actual work, submit to his/her appointing authority a written resignation stating therein the last day he/she intends to work, unless such two (2) week's notice is waived by the appointing authority. A resignation, whether or not in writing, shall be effective and binding upon its submission to the appointing authority without any further action by any person.

15.6 ASSIGNMENTS

a. Where practical, regular officers shall be considered for job vacancies which are to be filled by temporary personnel. Such consideration shall be at the discretion of the department.

b. Except for emergencies, employees shall be notified of shift or assignment changes at least five (5) days in advance of such changes. The Sheriff shall use reasonable judgment to determine an emergency, and shall not use this discretion arbitrarily or capriciously. Upon Union request, the Sheriff will consult regarding emergency status.

15.7 PERFORMANCE EVALUATIONS

a. Permanent employees shall be given performance evaluations on an annual basis, or special performance evaluations as necessary. Employees shall be given an opportunity to read and sign performance evaluations prior to the placement of such material in employee's personnel file. The employee shall receive a copy of the performance evaluation and shall have the right to file written comments pertaining thereto within a reasonable time.

b. Performance evaluations shall not be grievable under the terms of this Agreement.

15.8 LETTERS OF REPRIMAND

a. Each employee shall be given an opportunity to read and sign formal letters of reprimand prior to the placement of such material in his/her personnel file. The employee shall receive a copy of the letter of reprimand. A "letter of reprimand" is a written censure of an employee. Letters of reprimand shall be given only for just cause.

b. An employee may grieve whether a formal letter of reprimand was given for just cause through Step 2 of the grievance procedure of this Agreement. Letters of reprimand are not arbitrable, and the grievant shall not have the right to refer the matter to binding arbitration.

c. After two (2) years from the receipt of a letter of reprimand by an employee, the employee may request removal of the letter of reprimand from the employee's divisional personnel folder and that the letter of reprimand in the employee's departmental personnel folder be sealed. The sealed letter of reprimand in the employee's departmental personnel folder shall be opened only upon order of the Sheriff, with written notice to the employee as to the date of the opening.

15.9 DISABILITY RETIREE RETURN RIGHTS

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

b. When such person is returned to County civil service, he or she shall have permanent status in a position comparable to that held at the time of retirement. The returned person's benefits shall be based on service as of the time of retirement. The returned person shall suffer no loss of seniority for the time spent on disability retirement.

15.10 AUTOMATIC TERMINATION

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

ARTICLE 16 SENIORITY, LAYOFFS AND REEMPLOYMENT

DIVISION A APPLICATION-PURPOSES-RIGHTS

16.1 PURPOSE

This article establishes layoff procedures and reemployment rights. The decision to reduce the number of positions in a class in a department and the reasons for any such reduction shall be within the sole and exclusive discretion of the County. However, the order of layoff and the identity of those employees to be laid off shall be governed by the provisions of this article. This article also establishes reemployment rights and the order of reemployment of employees who are laid off and provides for the resolution of any dispute which might arise respecting the order of layoff or reemployment of those employees who are laid off.

16.2 DEFINITIONS AND INTERPRETATIONS

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

- a. CETA Employee: A CETA employee is a person appointed under the provisions of the Comprehensive Employment and Training Act into an authorized CETA position. Such positions are federally funded and are established as separate classes so as to be distinct from the regular County classes which bear the same class title.
- b. Demotion: A change between classes where the maximum salary of the class to which the employee is changed is any amount less than the maximum salary of the class from which the employee is changed. The change is between classes in which the employee holds permanent status.

- c. Former Class: A class in which an employee previously has held permanent status. An employee may have one (1) or more former classes. However, only those classes in which the employee has held permanent status during the current period of continuous service are eligible former classes in respect to a right to demote.
- d. Layoff: The involuntary termination from a class of a permanent or probationary employee without fault on the part of the employee, because of lack of work, lack of funds, or in the interest of economy.
- e. Limited-Term Employee: A person who accepts a limited-term appointment as defined in Section 7.7(f) of the Civil Service Commission rules. A limited-term employee is a temporary employee for purposes of this article. However, a permanent employee appointed to a limited-term position shall have return rights, within the same department, from the limited-term position to the permanent position.
- f. Separation: Release from employment of a temporary employee or the return of a regular employee from a temporary upgrade to the immediate former class in which the employee held permanent status. Separation does not constitute a layoff.
- g. Status: The employee's current appointment, such as permanent, temporary, provisional, or probationary. Temporary includes intermittent and limited term.
- h. Temporary Employee: A person who has been appointed from a list of eligibles, or provisionally in the absence of a list, to a position which is other than a permanent position.

16.3 LAYOFF

- a. When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in a department, the order in which employees will be laid off within each class which is affected by the layoff shall be based on seniority as provided in Section 16.5.
- b. Temporary and provisional employees in the class involved in the layoff shall be separated prior to the layoff of any probationary or permanent employees.
- c. Prior to the layoff of any probationary or permanent employee, any permanent employee who currently is serving in a temporary position in that class shall be separated and returned to the class in which the person holds permanent status in that department.

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

16.4 RIGHT TO DEMOTE

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

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

passes through because of the absence of a vacancy and insufficient seniority to occupy a position.

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

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

16.5 SENIORITY

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

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

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

c. The seniority date for employees who terminate and subsequently return to

County service in accordance with the military leave provisions of Section 2.78.785 of the Sacramento County Code shall be the date of original appointment to the class, prior to the military separation.

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

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

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

16.6 JURISDICTION

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

b. Employees employed under the Comprehensive Employment and Training Act shall be laid off or separated in compliance with, and their right to demote within the department and to request demotion to another department shall be subject to, all requirements by Congressional enactments, Federal Regulations and Orders, and grant terms and conditions as they exist and apply on the effective date of layoff.

DIVISION B LAYOFF

16.7 NOTICE OF LAYOFF

a. Each employee subject to layoff shall be given written notice of layoff. The notice shall prescribe the effective date of layoff. The written notice shall either be personally handed to the employee, delivered to his/her last known address, or mailed to the last known address if such address is a post office box number. The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which he/she is assigned. The notice shall be deemed served on the date it is personally handed to the employee, or on the date it is

left at his/her last known address, or on the date it is mailed to his/her last known address, as the case may be.

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

16.8 NOTICE TO UNION

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

16.9 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 16.10 through 16.20 shall apply to grievances concerning the validity or timeliness of service of notice of layoff, the order of layoff, or the identification of who is laid off under the order of layoff.

16.10 GRIEVANCE

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

16.11 TIME, PLACE AND MANNER OF FILING

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

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

16.12 DELIVERY TO UNION

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

16.13 COMPLAINTS BY UNION

a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 16.12 or twenty-two (22) calendar days after the filing of a grievance by the Union, whichever is earlier, the Union shall file a consolidated complaint with respect to all such grievances. The complaint shall name each employee previously named in a grievance, who the Union asserts has not been validly served with notice of layoff, not served in a timely manner, misplaced within the order of layoff, or incorrectly identified for layoff under the order of layoff. Any employee named in a timely grievance filed by the Union or a timely employee grievance, who is not so named in the complaint, shall be deemed to have been validly and correctly identified for layoff under the order of layoff.

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

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

16.14 ARBITRATION – SCHEDULING

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

16.15 CONSOLIDATION OF PROCEEDINGS

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

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

Section 16.16-a., or in the event of their unavailability, the arbitrator selected pursuant to Section 16.16-b.

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

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

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

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

16.16 APPOINTMENT OF ARBITRATOR

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

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

16.17 HEARINGS

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

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

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

16.18 QUESTIONS

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

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

16.19 DECISION

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

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

- d. The arbitrator shall have authority, in the event of a determination that an employee incorrectly identified for layoff in a timely grievance and a timely complaint, to order the reinstatement of such employee with back pay. For each employee so reinstated, the arbitrator shall determine and designate the employee currently working for the County who should have been identified instead, and shall order the layoff of each such employee. The order of layoff shall become effective fourteen (14) calendar days following service of the notice of layoff which results therefrom pursuant to Section 16.7.
- e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff of fewer personnel than ordered by the County to determine the number of personnel within each department who will be employed.
- f. The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit his/her decision to the application and interpretation of its express provisions.
- g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by those interpretations.
- h. The decision of the arbitrator shall be final and binding as to all matters within his/her jurisdiction.

16.20 COSTS

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

DIVISION C REEMPLOYMENT

16.21 ENTITLEMENT

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

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

in that class within the department from which the person was laid off, pursuant and subject to the provisions set forth in this division. A person who held permanent status in the class from which the person was laid off who is no longer employed by the County shall not be eligible for or entitled to appointment from a departmental reemployment list beyond two (2) years from the date of original layoff.

- b. A person who held permanent status in the class from which he or she was laid off, who remains employed by the County, shall also, during the three-year period following the effective date of layoff, be entitled to certification from a County-wide reemployment list for a vacancy in the class from which the person was laid off, which is authorized to be filled, pursuant and subject to the provisions set forth in this division. A person who held permanent status in the class from which he or she was laid off who is no longer employed by the County shall not be eligible for or entitled to certification from a County-wide reemployment list beyond two (2) years from the date of original layoff.

16.22 TYPE OF POSITION

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

16.23 LIMITED-TERM AND CETA PERSONNEL

- a. Personnel serving under limited term appointments shall not be entitled to reemployment rights or to placement on either a departmental or County-wide reemployment list, whether or not they held permanent status as limited-term appointees in the class from which they were separated.
- b. The right of personnel employed under the Comprehensive Employment and Training Act to reemployment lists, their order of such lists, and their priority of appointment from such lists shall be subject to and in compliance with all requirements established by Congressional enactments, Federal Regulations and Orders, and grant terms and conditions as such enactments, regulations, orders, terms and conditions may change and apply from time to time during the term of the article.

16.24 DEPARTMENTAL REEMPLOYMENT LISTS

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

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

16.25 COUNTY-WIDE REEMPLOYMENT LISTS

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

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

16.26 APPOINTMENT AND CERTIFICATION PRIORITIES

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

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

appointment in writing within five (5) calendar days following the date of mailing of the notice.

- c. No persons shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists, or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the three (3). If there is more than one (1) vacancy, an additional name shall be certified for those vacancies in excess of one (1).
 - (1) For each person who declines an offer of appointment, an additional name shall be certified.
 - (2) A person on the County-wide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as is specified in Section 16.26-a.(2).
 - (3) If there are fewer than three (3) names on the County-wide reemployment list, a rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

16.27 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS

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

- a. Upon the expiration of the time frames listed in Section 16.21-a., following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher in salary than the one for which the list exists when measured at the top step of the salary schedule. (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class).

- c. Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Section 16.26-b.(2) except in instances where the person states in writing that he or she is temporarily medically incapacitated.
- d. In the event a person states in writing that he/she does not desire appointment from the list, or fails to file a written statement expressing his or her desire for appointment within five (5) calendar days following certified mailing to the person's last known address.

16.28 REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS

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

- a. Upon the expiration of the time frames listed in Section 16.21-b., following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher in salary than the one for which the list exists when measured at the top step of the salary schedule. (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)
- c. In the event a person states in writing that the person does not desire appointment from the list, or fails to file a written statement expressing the person's desire for appointment within five (5) calendar days following certified mailing, to the person's last known address.
- d. Removal from the departmental reemployment list. The removal shall be from that County-wide reemployment list for the class to which the departmental reemployment list applied.
- e. Except as provided in paragraph of Section 16.27-c., a person shall be authorized to decline appointment to a class to which the person has been certified by submitting a written statement which objects to the appointment on the basis of the identity of the department, geographical location of the job, or shift schedule of the job. Such a declination shall not result in removal of the person from the County-wide reemployment list. The person shall not thereafter be certified for appointment to a vacancy which falls within the description of the written objection.

16.29 EFFECT OF REEMPLOYMENT

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

16.30 SERVICE OF REEMPLOYMENT LISTS

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

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

16.31 GRIEVANCE-ARBITRATION PROCEDURE

The Grievance-Arbitration Procedure set forth in Sections 16.32 through 16.38 shall be applicable only to disputes arising under Division C of this article.

16.32 EXISTENCE, ORDER AND CONTENTS OF REEMPLOYMENT LISTS

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

b. No later than twenty (20) calendar days following each service of reemployment lists upon the Union, the Union shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list required by this article, has established a reemployment list prohibited by this article, the order of personnel contained on any one (1) or more of the lists violates the provisions of Sections 16.21, 16.22, 16.23, 16.24, 16.25, or 16.26, that personnel have been placed on a list in violation of said sections, or that personnel have been omitted from the lists in violation of said sections.

c. The grievance shall specifically identify:

(1) The list or lists to which the grievance refers;

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

d. The grievance shall be filed with the County's Director of Labor Relations, and shall be received by the Director not later than twenty (20) calendar days following service of the lists pursuant to Section 16.30.

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

16.33 OTHER MATTERS

a. Except as to matters referred to in Section 16.32 the Union and any persons laid off from a class covered by this article shall be authorized to file a grievance alleging a violation of Sections 16.21 and 16.29.

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

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

16.34 PRE-ARBITRATION HEARING

a. A hearing shall be held by the County Executive or his/her designee on all grievances filed pursuant to the provisions of Sections 16.32 and 16.33, not later than ten (10) working days following the date of filing. The Union shall be given advance written notice of the time, date and place of all such hearings, and shall be authorized to appear and participate therein.

b. If the County Executive or his/her designee determines that a grievance shows a violation of this article and is otherwise timely and within the scope of the grievance-arbitration provisions, he or she shall be authorized to take all actions

necessary to grant relief, including the layoff of any employees who have been employed in violation of the provisions of this division relating to reemployment.

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

16.35 REQUEST FOR ARBITRATOR

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

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

16.36 ARBITRATION SCHEDULING

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

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

16.37 DECISION

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

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

16.38 COSTS

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

**DIVISION D
MISCELLANEOUS**

16.39 WITNESSES

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

**DIVISION E
CLOSURE OF COUNTY FACILITIES TO ACHIEVE COST REDUCTIONS**

16.40 OPERATIONS CLOSURE

a. The parties agree that the Board of Supervisors shall have the right to close County facilities and/or cease County operations, regardless of funding source for up to twelve (12) work days per fiscal year (July 1 to June 30). This is in recognition of the extraordinary financial problems facing the County. The twelve (12) days shall be determined at the sole discretion of the County. The operations to be ceased shall be at the sole discretion of the County, unless otherwise enumerated in this article. If the County, in its sole discretion, decides to evoke this authority, it will notify the Union of this decision and the dates of the operations/facility closure.

b. The purpose of the facilities closure is to reduce the need for layoffs and to establish a schedule for the uniform closure or ceasing of certain County facilities and/or operations.

c. The closure shall not apply to institutions and operations designated by the County Executive to be twenty-four-hour operations, specified law enforcement functions or other public services that normally operate on legal holidays. Services that do not normally function on legal holidays will be closed unless authorized by the Board of Supervisors or County Executive.

16.41 EMPLOYEES ACCRUE DEFERRED HOURS

a. This provision applies to all employees whose assignment normally allows them to be off work on legal holidays.

b. Such employees who do not work on the above dates shall not be paid for those dates. The reduction in pay shall be prorated over up to twenty-four (24) pay periods, two (2) pay periods for each day facilities are closed. Beginning with the first pay period of fiscal year 1994-95, and for each pay period thereafter, four (4) hours pay shall be deferred. Employees shall be paid seventy-six (76) hours although they work

eighty (80) hours. Part-time employees shall receive prorated hours deferred and prorated salary reduction.

c. On days County facilities are closed in accordance with this provision, employees will utilize deferred hours to maintain their level of pay. If employees do not have sufficient deferred hours, they will be allowed to use vacation, CTO, or HIL leave accruals to maintain their level of pay.

16.42 EMPLOYEES EXEMPT FROM DEFERRED HOURS

a. Employees who work in a unit for which the normal work schedule includes Saturdays, Sundays, and holidays shall be exempt from the reduction in pay, and accrual of deferred hours.

b. Bargaining unit employees who work in a work unit or facility which is closed as a result of any office closure authorized by the Board of Supervisors, the County Executive, or any other collective bargaining Agreement will not be furloughed; but instead those employees will be reassigned by the Sheriff to another law enforcement work assignment for the date(s) of said closure.

16.43 PAID IF REQUIRED TO WORK

Employees who are subject to this provision but are required to work on days County facilities are closed pursuant to the provision shall be paid for such work time at their normal hourly rate unless they are entitled to overtime pay. Their deferred time may be taken on another day.

16.44 BENEFITS

There will be no reductions in County contributions to employee group insurance nor leave accruals during pay periods of office closure. There will be no reductions in retirement credits and contributions. Income tax and social security will be based on actual pay.

16.45 HOLIDAYS

If a day of facilities closure is on a Friday preceding a Saturday holiday, employees will receive CTO which may be taken on another day.

16.46 TREATMENT OF DEFERRED HOURS AFTER JUNE 30, 1995

Employees who have an accrued balance of deferred hours on June 30, 1995, may take such time off during 1995-1996.

16.47 TERMINATING EMPLOYEES

Employees who terminate employment will be paid for any accrued deferred time at their normal rate of pay.

16.48 ATTACHMENT “A”

Effects of this provision on pay, benefits integration, modified workweeks, time bases, and other terms and conditions of employment are described on Attachment “A” for described situations. Attachment “A” is incorporated herein as an expressed term of this article.

16.49 SUNSET PROVISION

This division shall terminate on the expiration date of this Agreement, unless extended by the mutual agreement of both parties.

ARTICLE 17 MISCELLANEOUS

17.1 LIST OF EMPLOYEES

The County shall furnish quarterly to the Union a list by name, class, and department of employees covered by this Agreement.

17.2 COPIES OF THE AGREEMENT

The County shall provide to the Union 1,500 copies of this Agreement. If the Union chooses to print pocket-sized copies of this Agreement, the County may purchase a reasonable number of such pocket-sized copies at actual cost from the Union.

17.3 SHERIFF’S SERGEANT EXAMINATION

The County shall administer the written portion of the examination for Sheriff’s Sergeant so that eligible morning watch personnel may take such examination in the late afternoon.

17.4 OFF-DUTY EMPLOYMENT

In the event state legislation is enacted which would permit the parties to negotiate off-duty employment, the County, upon written request of the Union, shall reopen this Agreement for the sole purpose of negotiating the subject matter. All other sections of this Agreement shall remain in full force and effect, regardless if agreement is or is not reached on off-duty employment.

17.5 SAVINGS CLAUSE

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

17.6 CLASSIFICATION CHANGES

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

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

17.7 CAREER DEVELOPMENT

The Union may appoint an affirmative action representative, from among the employees in the representation unit, who shall be allowed reasonable time off to confer with management representatives of the Sheriff's Department and the County regarding employment problems relating to such discrimination.

17.8 PATROL EQUIPMENT

The following patrol equipment will be provided to Deputy Sheriffs upon assignment to Patrol for the first time during his or her employment:

- Posse box
- Equipment box
- Quick codes – vehicle and patrol
- Citation book holder

17.9 USE OF SHERIFF SECURITY OFFICERS IN CORRECTIONS

Sheriff Security Officers shall be assigned to correctional facilities. The number and assignments shall be at the discretion of the Sheriff.

17.10 TORT LIABILITY AND WORKERS' COMPENSATION

a. The County agrees to indemnify and defend employees covered by this Agreement in respect to tort liability while in the performance of peace officer type duties compensated by an employer other than the County of Sacramento. Such employment must be approved in writing by the appointing authority or his/her designee for this Agreement to apply. The County's obligation is subordinate to the obligation of such other employer to defend and respond in damages.

b. The County further agrees that the employee, while engaged in the performance of duties as described above, is entitled to all of the Workers' Compensation benefits that accrue to him/her while in County employment on his/her regular duty hours. This obligation of the County is subordinate to the obligation of such other employer under the Workers' Compensation laws.

c. An employee in the position of Deputy Sheriff Trainee assigned by the appointing authority in writing to perform services in the field shall be governed by the Workers' Compensation benefits of Labor Code 4850 for the duration of the assignment. No Deputy Sheriff Trainee shall work in the field without such written authorization.

ARTICLE 18 DISCIPLINE AND DISCHARGE

18.1 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 18.2 below, of employees in a class included in the Non-Supervisory Law Enforcement Unit.

18.2 DEFINITION

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

b. As used herein, "parties" means the County and an employee who is subject to disciplinary action or his/her representative.

18.3 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.

18.4 APPLICATION

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

18.5 CAUSE FOR DISCIPLINARY ACTION

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

- a. Fraud in securing appointment.
- b. Incompetency.
- c. Inefficiency.
- d. Inexcusable neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drunkenness on duty.
- h. Addiction to the use of narcotics or habit-forming drugs.
- i. Inexcusable absence without leave.

- j. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- k. Discourteous treatment of the public or other employees.
- l. Political activity prohibited by state or federal law.
- m. Willful disobedience.
- n. Violation of any of the prohibitions set forth in Section 71 of the Sacramento County Charter.
- o. Refusal to take and sign any oath or affirmation which is a federal, state or County requirement.
- p. Any failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the County or his/her employment.
- q. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification.
- r. Any violation of Civil Service Commission Rule 6.6-a which prohibits the solicitation of waivers.
- s. Failure to pay a service fee, or a contribution required in lieu of a service fee, pursuant to an agency shop provision in a labor agreement between the County and a recognized employee organization, where the disciplinary action in question is provided for in such agreement.

18.6 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 18.5.

18.7 NOTICE REQUIREMENT AND EFFECTIVE DATE OF ORDER

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

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

c. The order shall be approved as to form by the County Counsel and shall include:

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

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

18.8 APPEAL

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

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

c. An employee for whom a notice of appeal is filed as provided herein shall be entitled to a hearing, as provided in this article and to no other remedy.

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

e. If the employee who is subject to disciplinary action or his/her representative fails to file a notice of appeal within the time specified in Subsection-a. of this section, the disciplinary action shall become final without further action.

18.9 APPOINTMENT OF ARBITRATOR

a. The parties to the hearing and to the selection of the arbitrator shall be the employee who is subject to the disciplinary action or his/her representative and the County.

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

18.10 AMENDED OR SUPPLEMENTAL ORDER

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

18.11 DISCOVERY

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

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

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

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

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

c. Procedure for Discovery:

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

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

18.12 TIMING AND CONDUCT OF HEARING

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

b. The employee who is subject to disciplinary action may be represented by the representative of his/her choice.

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

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

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

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

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

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

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

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

18.13 SUBPOENAS

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

18.14 DECISION

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

18.15 FINALITY OF DECISION

The decision of the arbitrator shall be final and binding.

18.16 COSTS

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

18.17 WITNESSES

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

18.18 EXPEDITED ARBITRATION

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

**ARTICLE 19
TERM**

19.1 TERM

a. The provisions of this Agreement shall be effective on July 1, 2006, except as otherwise specifically provided.

b. This Agreement shall remain in full force and effect from July 1, 2006, to and including June 30, 2011.

DATED: _____

SACRAMENTO COUNTY DEPUTY
SHERIFFS' ASSOCIATION

COUNTY OF SACRAMENTO

By: _____
Brannon Polete
Vice President

By: _____
Steve Lakich
Director of Labor Relations

Exhibit “A”

EXHIBIT "B"

Attachment A

Situation	Result	Comments
SDI integration.	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals.	Currently, the employee receives no accrual while on SDI integration.
Workers' Compensation integration.	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals.	The portion that is reduced is not the temporary disability benefit.
Less than 80 hours pay (leave of absence, new hires).	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals.	Reduction is based on designation of position.
Various shifts (4/10, 9/80).	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals. If furlough is day off, another day is taken as furlough.	
Masterfile changes (ASA, promotion, demotion).	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals.	The value of the reduction is based on the hourly rate of pay in effect for that pay period.
Taxes.	Taxes are withheld on the reduced salary. Taxes include social security, federal withholding, state withholding, and SDI.	

Retirement, holidays, insurance contribution, leave accruals.	No change.	Retirement is taken based on salary before reduction. As long as the employee is in pay status in the pay period, insurance contribution will be made and leave accruals will be earned. The employee must be in pay status the day before or the day after a holiday to be compensated for the holiday.
Terminations.	Employee is paid for any furlough hours accrued and not used.	Treated the same as any other leave balance.
Differentials.	Differentials will be paid prior to the reduction.	
Part-time employees.	Leave accruals will be prorated (same as any other accrual). Furlough reduction will be pro-rated.	Leave accruals are not posted to the leave balance until the employee has been compensated for 80.0 hours pay.
Change from FT - PT.	Leave accruals will be pro-rated. Furlough reduction will be pro-rated.	
Change from PT - FT.	4.0 hours leave accrual will be taken. Pay is reduced by 4.0 hours.	
Voluntary furlough.	4.0 hours leave accrual will be taken. Pay is reduced by 4.0 hours. If furlough day falls on day off, another day is taken as furlough.	The employee will be treated as any other full-time employee.
Not enough accrued furlough to cover furlough day.	Dock time or other applicable leave balances.	