

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY  
PERSONNEL RESOLUTION  
COVERING  
UNREPRESENTED EMPLOYEES

December 6, 2018 – June 30, 2019

**TABLE OF CONTENTS**

Section Page

**ARTICLE 1  
SALARY ADMINISTRATION**

1.1	Entry Step.....	3
1.2	Salary for New Employees.....	3
1.3	Salary Ranges.....	3
1.4	Salary Range Changes.....	3
1.5	Salary Increases.....	3
1.6	Y-Rate.....	3
1.7	Salary Upon Reemployment.....	4
1.8	Salary Upon Reinstatement.....	4
1.9	Salary Upon Return to Former Classification.....	4
1.10	Salary Upon Promotion.....	4
1.11	Salary Upon Demotion.....	4
1.12	Salary Upon Transfer.....	5
1.13	Salary Upon Return from Leave of Absence Without Pay.....	5
1.14	Salary Upon Reclassification.....	5
1.15	Salary Step Increases.....	5
1.16	Temporary Assignment of Higher Duties.....	6
1.17	Payroll Errors.....	7
1.18	Exempt Management Broadbanding Authority.....	7

**ARTICLE 2  
EMPLOYEE BENEFITS**

2.1	Medical, Dental and Life.....	8
2.2	Covered Dependents.....	9
2.3	Deferred Compensation Plan.....	9
2.4	Section 401(a) Money Purchase Plan.....	9
2.5	Retirement Contribution.....	9
2.6	State Disability Insurance.....	10

**ARTICLE 3  
LEAVES**

3.1	Holidays.....	12
3.2	Vacation Leave.....	13
3.3	Management Leave Time.....	14
3.4	Personal Leave Time for Confidential Employees.....	14
3.5	Sick Leave.....	15
3.6	Bereavement Leave.....	16
3.7	Disability Leave With Pay.....	16

3.8	Jury Duty/Court Leave.....	17
3.9	Leaves of Absences .....	17
3.10	Time Off for Promotional Examination.....	19
3.11	Parental Leave.....	19
3.12	Catastrophic Leave.....	20

**ARTICLE 4  
REIMBURSEMENTS AND ALLOWANCES**

4.1	Tuition Reimbursement.....	20
4.2	Automobile and Parking Allowances.....	21
4.3	Regional Transit Monthly Pass Reimbursement.....	21
4.4	Technology Allowance.....	21

**ARTICLE 5  
HOURS OF EMPLOYMENT AND OVERTIME**

5.1	Workday/Workweek.....	23
5.2	Overtime for Non-Management Employees.....	23
5.3	Lunch Periods for Non-Management Employees.....	24
5.4	Rest Periods for Non-Management Employees.....	24
5.5	Exempt Management Appointments.....	24

**ARTICLE 6  
MISCELLANEOUS**

6.1	Bilingual Pay.....	24
6.2	Automatic Resignation.....	24

Attachment A:	Unrepresented Employees Job Classifications.....	26
---------------	--	----

**ARTICLE 1  
SALARY ADMINISTRATION**

1.1 ENTRY STEP

The normal entry step within the established range for each classification shall be Step "A" unless specifically designated otherwise. The provision may be applicable to exempt management employees at the discretion of the Executive Director.

1.2 SALARY FOR NEW EMPLOYEES

Any person appointed to a classification shall receive the entry step of the range for such classification, except, at the discretion of the Executive Director or designee, an employee may be appointed at any step of the range, not to exceed the top step. This provision may be applicable to exempt management employees at the discretion of the Executive Director.

1.3 SALARY RANGE

Effective February 1, 2019 the salary ranges shall consist of six (6) five-per cent steps, namely Step A, Step B, Step C, Step D, Step E, and Step F. This provision shall not be applicable to exempt management employees.

1.4 SALARY RANGE CHANGES

When the salary range for a classification is changed, employees in such classification shall change to the new range but shall remain at the same step.

1.5 SALARY INCREASES

Unrepresented confidential employees shall receive Cost of Living Adjustment (COLA) increases and other general wage increases equivalent to any COLAs or other general wage increases granted to represented employees.

1.6 Y-RATE

The provisions of this Section shall not be applicable for exempt management employees.

- a. Whenever an employee would suffer an actual decrease in salary as a result of action taken by the Board, which did not result from any disciplinary action or demotion, or where the employee is changing from one classification series to another as a normal consequence of career development sponsored by the Agency's upward mobility program and the maximum salary of the entry-level classification in the new classification series is less than the salary the employee was receiving in the classification in the former classification series, the Board may adopt a "Y-rate" to apply only to the employee so affected. "Y-rate" means

an individual employee's salary rate is more than the maximum rate of the established salary range for the employee's classification.

- b. An employee for whom a "Y-rate" is established shall not receive any increase in salary until such time as his/her rate of compensation is within the established range for the employee's classification, at which time such employee shall receive the highest step of the range for the classification. Such employee shall receive a proportionate decrease in salary whenever a lower range is established for the classification.

#### 1.7 SALARY UPON REEMPLOYMENT

Any person reemployed following layoff shall receive compensation and benefits as though the employee had been on leave without pay. This provision shall not be applicable to exempt management employees.

#### 1.8 SALARY UPON REINSTATEMENT

Any person reinstated following resignation in good standing shall be considered as a new employee. However, such employee may request to receive a starting salary at the step received at the time of resignation. This provision shall not be applicable to exempt management employees.

#### 1.9 SALARY UPON RETURN TO FORMER CLASSIFICATION

An employee returned to his/her former classification following release from promotional probation, transfer, or demotion due to layoff, shall receive that step of the range which the employee would have received had the employee never left the former classification. This provision shall not be applicable to exempt management employees.

#### 1.10 SALARY UPON PROMOTION

Whenever an employee is promoted to a higher classification, defined as one having a maximum salary range at least one step of five percent (5%) higher than the former classification, such employee shall receive the lowest step in the higher range which provides an increase of at least five percent (5%), except, at the discretion of the Executive Director, or designee, an employee may be appointed at any step of the range, not to exceed Step "F". This provision shall not be applicable to exempt management employees.

#### 1.11 SALARY UPON DEMOTION

When an employee is demoted due to voluntary or involuntary demotion, or layoff without cause, is demoted to a classification with a maximum salary range which is at least five percent (5%) lower than the maximum salary range of the former classification, the new salary shall be the same step in the lower range as was received in the higher range. An exception may

be made for a medical accommodation. This provision shall not be applicable to exempt management employees.

#### 1.12 SALARY UPON TRANSFER

Whenever an employee is transferred to a different classification, the range for which is no more than five percent (5%) above or below the employee's former classification, such employees shall receive the same step in the new range as was received in the former range. This provision shall not be applicable to exempt management employees.

#### 1.13 SALARY UPON RETURN FROM LEAVE OF ABSENCE WITHOUT PAY

Any person returning to his/her former classification from a leave of absence without pay shall return to the same step of the salary range he/she occupied immediately prior to the leave. If the leave exceeded thirty (30) continuous calendar days, such time shall not be included as service in determining eligibility for subsequent salary step increases. This Section shall not apply to employees returning from military leave. This provision shall not be applicable to exempt management employees.

#### 1.14 SALARY UPON RECLASSIFICATION

Whenever the Agency grants an employee status in a higher paying classification, as a result of the reclassification of a position, the employee shall receive the step determined in accordance with this Article. This provision shall not be applicable to exempt management employees.

#### 1.15 SALARY STEP INCREASES

The provisions of this Section may be applicable to exempt management employees at the discretion of the Executive Director.

- a. Increase to steps above the entry step shall be based on performance and length of service. The employee must have satisfactorily completed the equivalent of at least twenty-six (26) bi-weekly pay periods of full-time eligible service since his/her last step increase date. Temporary employees are not eligible for step increases.
- b. Except as otherwise provided herein, an employee's step increase date shall be the first day of the first full bi-weekly pay period following appointment to any classification or the date of his/her last step increase, whichever is the most recent.
- c. After the first twenty-six (26) bi-weekly pay periods of full-time eligible service, an employee may be advanced to any higher step in the salary range, at the discretion of the Executive Director, when performance warrants it, or as needed for retention.

- d. An employee's step increase shall be deferred while he/she is in promotional probationary status or may be deferred for an employee in non-probationary status. In the event the employee is released from probation and returns to his/her former classification, or successfully completes probation and the new classification is less than ten percent (10%) higher than the former classification, 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.
- e. Upon change in classification which results in a salary decrease, or in a salary increase of less than ten percent (10%), an employee shall retain the same step increase date.
- f. Upon promotion an employee shall receive a new step increase date which is the same as the effective date of the promotion when the salary increase received because of the promotion is ten percent (10%) or higher.
- g. An employee in Step "F" shall have no step increase date, and service in Step "F" shall not be considered as eligible service for future step increases.
- h. Temporary employment and overtime work shall not be considered eligible service.

1.16 TEMPORARY ASSIGNMENT OF HIGHER DUTIES

This provision shall not be applicable to exempt management employees.

- a. The appointing authority or designee may require that an employee temporarily perform duties that are outside the employee's normal duty assignments. However, when the appointing authority or designee requires in writing that an employee perform duties which, in the judgment of the appointing authority, are substantially higher than the level of duties normally assigned, the employee shall be compensated for the hours worked in such higher assignment by the payment of an additional five percent (5%) above the employee's base salary. Such higher assignment pay shall begin on the sixth day of the assignment of higher duties.
- b. Temporary assignment of higher duties shall be for no more than ninety (90) consecutive working days, except as follows:
  - (1) Sick leave or family care leave
  - (2) Vacation relief
  - (3) Leave of absence

- (4) Conditions of extended emergency
- c. The appointing authority or designee may also fill positions by temporary reclassification. Temporary assignment of higher duties in excess of ninety (90) consecutive working days shall be by temporary reclassification.

#### 1.17 PAYROLL ERRORS

- a. In the event an error has been made in the payment of an employee's salary, benefits, overtime payment or leave accruals, balances or usages, the Agency shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee.
- b. In the event an employee received an overpayment, reimbursement to the Agency shall be either by lump sum payment by the employee or such other repayment schedule through payroll deduction, or other means, as may be mutually agreed between the parties. No repayment schedule shall exceed twenty-six (26) pay periods in duration.
- c. The employee's obligation for repayment of an overpayment due to error on the part of the Agency shall not exceed twenty-six (26) full consecutive pay periods of overpayments retrospective from the pay period during which the error was discovered. Conversely, the Agency shall not be required to correct an underpayment error beyond twenty-six (26) pay periods retrospective from the pay period during which the error was discovered.
- d. The Agency shall correct an underpayment as quickly as possible following the pay period during which the error was discovered, and the amount agreed to, if applicable.

#### 1.18 EXEMPT MANAGEMENT BROADBANDING AUTHORITY

- a. The Executive Director is authorized to:
  - (1) Move exempt management positions and salaries between organizational units as needed to carry out the efficient operation of the Agency.
  - (2) Change the number of exempt management positions by adding or deleting classifications and positions within the Agency budget.
  - (3) Adjust the salary of individual exempt managers or positions within the broad bands within the Agency budget.
- b. The salary for the Executive Director shall be modified only by Board action and approval.

**ARTICLE 2  
EMPLOYEE BENEFITS**

2.1 MEDICAL, DENTAL, AND LIFE

- a. Regular employees shall be eligible to participate in the medical, dental, and life insurance plans offered to regular employees of the County of Sacramento, which currently exist and may be subject to change from time to time. Temporary employees are not eligible for health and welfare benefits.
- b. Regular employees shall be provided copies of benefit information prior to their benefits orientation.
- c. The Agency's monthly contribution per employee for unrepresented employees enrolled in employee only health care coverage shall be equivalent to the monthly contribution per employee for represented employees. The contribution shall be made toward health plan coverage premiums for any month in which the employee works or is paid at least one hour. If the cost of medical coverage exceeds the employee's monthly contribution, the employee shall pay the additional cost through payroll deduction.
- d. The Agency's monthly contribution for employees enrolled in health care coverage for an unrepresented employee plus his/her eligible dependents shall be equivalent to the monthly contribution for represented employees. The contribution shall be made toward health plan coverage premiums for any month in which the employee works or is paid at least one hour. If the cost of medical coverage exceeds the employee's monthly contribution, the employee shall pay the additional cost through payroll deduction.
- e. Effective January 1, 2019, cash back for employees hired on or before December 31, 2005 shall be eliminated.
- f. Effective January 1, 2019, cash back for employees hired on or after January 1, 2006 shall be eliminated.
- g. Employees hired on or after December 6, 2018 shall not be eligible for cash-back.
- h. The Agency shall pay one hundred percent (100%) of the premium on behalf of the eligible employees and their eligible dependents who enroll in the County of Sacramento dental plan.
- i. Management and confidential employees shall receive life insurance as follows:
  - (1) Agency-paid life insurance coverage in the amount of one times annual salary, not to exceed \$50,000.00 coverage.

(2) In addition to the Agency-paid life insurance, each eligible employee may purchase out-of-pocket through payroll deduction supplemental County of Sacramento life insurance coverage for himself/herself up to a maximum of approximately five (5) times annual salary in equal thousands rounded to the next \$1,000.00 of annual salary, based on the County of Sacramento Life Insurance Plan.

j. Eligible employees may continue medical, dental and/or life insurance coverage during any full month in which they are on an approved leave of absence without pay by making the required arrangements with the Agency for direct payment of premiums.

## 2.2 COVERED DEPENDENTS

An employee may include all eligible dependents under Federal tax law as a dependent under the employee's Agency-sponsored health plan.

## 2.3 DEFERRED COMPENSATION PLAN

Regular employees may participate in the Deferred Compensation Program.

## 2.4 SECTION 401(a) MONEY PURCHASE PLAN

Exempt management and unrepresented employees shall participate in the Agency's 401(a) plans as follows:

- a. The Agency will contribute four percent (4%) of salary to the 401(a) Plan for exempt management employees and the employee shall contribute three percent (3%) of salary to the Plan.
- b. The Agency will contribute two percent (2%) of salary to the 401(a) Plan for confidential employees with no required match.
- c. An employee may also contribute up to ten percent (10%) of additional after-tax dollars into the Plan.

## 2.5 RETIREMENT CONTRIBUTION

- a. The employee contribution rate toward SCERS shall continue to be subject to the annual actuarial adjustments. Employees will receive an enhanced retirement benefit of 2% at 55-1/2 for which each employee shall pay 100% of his/her retirement contribution.
- b. Employees hired on or after January 1, 2013, who are not subject to the prior employment plan protections of PEPRA (SB340) shall be enrolled in Tier 5 of SCERS and shall pay 100% of the employee's contribution.

## 2.6 STATE DISABILITY INSURANCE

- a. The Agency shall maintain State Disability Insurance (SDI) at the employee's cost.
- b. The intent of this program is to enable eligible employees who file for their SDI benefits in accordance with applicable rules and procedures to integrate such SDI benefits with their own available leave balances. Integration is where the SDI benefit and the monetary value of the employee's leave balance combine to provide a bi-weekly adjusted net income which is equivalent to one hundred percent (100%) of the employee's regular net income so long as available leave balances and SDI eligibility permits. The regular net income is the employee's gross income, less any required deductions such as taxes, retirement and SDI insurance premiums, as well as any other mandatory deductions. Other employee authorized deductions shall be deducted from the resultant net pay.
- c. Eligible employees will use SDI on an integrated basis with Agency leave benefits providing for holiday time, sick leave, vacation, compensating time off, personal leave, and holiday in lieu time in that order. This provision is an exception to the current policy which otherwise requires exhaustion of all accrued leave balances before a request for a leave of absence without pay can be considered.
- d. Integration of SDI with accrued leave balances will require detailed procedures which the Agency shall, in its sole discretion, implement to insure the equitable application of the program consistent with this provision.
- e. Integration of SDI with accrued leave balances shall take place subject to the following conditions:
  - (1) Integration with Agency leave benefits will begin when either of the following actions occurs:
    - (a) The employee contacts the Human Resources Department to establish a date for integration to begin. In the event that an employee is unable to so notify the Agency, contact from the employee's spouse, parent, or another close family member will be sufficient.

Upon contacting the Human Resources Department, the employee must immediately file for SDI with the State of California. If the Agency does not receive the appropriate notification from the State of California prior to the end of the integration, the Agency will reverse the integration process and will treat the period of time as though no integration occurred.

- (b) Receipt of the notice of eligibility from the State of California. If the employee chooses not to contact the Human Resources Department as outlined in subsection (a) above, it is recommended that he/she file for SDI as soon as possible. No integration under this option can occur until the Agency receives the notification from the State.
  - (2) When the employee's eligibility is established, the Agency shall make leave payments to the employee in the usual manner except that the net pay, including SDI benefits and net Agency pay, shall not exceed one hundred percent (100%) of the regular net pay. If SDI benefits equal or exceed one hundred percent (100%) of the regular net pay, no Agency payment shall be made.
  - (3) Special pay allowances not of a permanent nature, such as overtime compensation or higher duty assignment pay, shall not be counted in determining the employee's gross or net pay.
  - (4) Sick leave and vacation shall not accrue during the period of integrated SDI in which the employee receives SDI payments unless there are hours of work. The employee shall receive a prorated accrual based on the number of hours actually worked. Service credits toward seniority and step increase eligibility shall be accrued during any pay period during which an employee is on the integrated leave and SDI program.
  - (5) Any period of absence during which an employee is receiving SDI benefits but is not receiving leave integration payments shall be deemed a leave of absence without pay.
  - (6) If the employee exhausts all available leave balances but continues on SDI, the Agency compensation shall cease.
  - (7) The Agency shall continue its contributions toward the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods which include Agency payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain medical insurance coverages when Agency contributions cease.
  - (8) Eligible part-time or temporary employees shall be included in this program on a pro rata basis.
- f. In the event the Agency determines that legislative, administrative or judicial determinations cause changes which in any way restrict, reduce or prohibit this program operation, it shall immediately and automatically terminate.

**ARTICLE 3  
LEAVES**

3.1 HOLIDAYS

a. Recognized Holidays

The following shall be recognized holidays for eligible employees:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez' Birthday	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	First Friday after Thanksgiving
Christmas Eve Day (4 hours)	Last working day prior to observance of Christmas Day holiday
New Year's Eve Day (4 hours)	Last working day prior to observance of New Year's Day holiday
Christmas Day	December 25

b. Holidays Falling on Non-Work Days

(1) When one of these holidays falls on Sunday, the Monday following the holiday shall be observed as the holiday.

(2) When one of these holidays falls on a Saturday, the Friday before the holiday shall be observed as the holiday.

c. The Agency will make reasonable accommodations, by rescheduling working hours or releasing from work without pay, to allow an employee to observe the Sabbath or other special religious holidays, except under circumstances when such accommodations would unduly interfere with Agency operations. Such release time may be charged to available vacation or CTO if requested by the employee.

d. When an employee is required to work on a recognized holiday, he/she shall be credited with one hour of CTO for each hour worked.

- e. Employees shall work the entire regularly-scheduled workday before and after the holiday to be eligible for holiday pay. Use of approved annual leave, CTO, or sick leave shall be considered as worktime.
- f. Part-time employees shall receive a pro rata holiday benefit based upon the ratio of how scheduled work hours compare to forty (40) hours during the workweek when the holiday is observed.
- g. Temporary employees shall not receive holiday benefits.

### 3.2 VACATION LEAVE

- a. Full-time regular employees who work during a bi-weekly pay period shall earn annual leave at the following rate:
  - (1) 4.0 hours per bi-weekly pay period through three (3) years of service;
  - (2) 5.5 hours per bi-weekly pay period four (4) through and through ten (10) years of service,
  - (3) 6.6 hours per bi-weekly pay period beginning with eleven (11) and through fifteen (15) years of service;
  - (4) 7.1 hours per bi-weekly pay period after fifteen (15) years of service.

Temporary employees shall not receive vacation leave benefits. Part-time regular employees shall receive vacation leave benefits on a pro rata basis.

- b. Annual leave earned but not taken may accrue to a maximum of four hundred eighty (480) hours. Accrual of annual leave will resume when the employee's annual leave balance is below the four hundred eighty (480) hour maximum.
- c. The appointing authority or designee shall determine when accrued vacation may be taken.
- d. An employee who separates from Agency service or who takes a military leave in excess of one hundred eighty (180) days shall be paid for all accrued vacation at his/her straight-time hourly rate in effect on his/her last working day.
- e. With the approval of the Executive Director or designee, twice per fiscal year, employees may be paid on a regular payday for a maximum total of both occurrences of one hundred (100) hours of accrued vacation in lieu of paid time off. Such payments shall be requested in writing prior to the date on which such payment is to be made.
- f. Employees shall not be eligible to accrue or use annual leave prior to completing six (6) calendar months of service.

- g. An employee who, while on vacation, is incapacitated for one 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 the Executive Director or appointing authority and upon return to duty substantiate the need for, and use of, sick leave.

### 3.3 MANAGEMENT LEAVE TIME

- a. Management employees exempt from the provisions of the Fair Labor Standards Act shall not accrue compensating time off or earn overtime pay for time worked in excess of eight (8) hours per day or forty (40) hours per week, but shall be expected to devote as much time to their employment as may be necessary for the efficient operation of the Agency.
- b. The Executive Director, each Department Chief and all other management employees shall be credited with seventy two (72) hours of management leave time on July 1 of each fiscal year. Employees appointed after July 1 of a fiscal year shall be entitled to a pro rata share of management leave time based upon the number of full months remaining in that fiscal year.
- c. Management leave time shall not accumulate from fiscal year to fiscal year. If an employee is unable to take all of his/her management leave time by the end of the fiscal year, the employee shall be paid in cash for the unused portion of such leave time, at the employee's hourly base rate in effect on the last payday of that fiscal year.
- d. Upon separation from Agency service for any reason an employee shall be paid for all credited and unused management leave time at the employee's base hourly rate as of the date of separation.

### 3.4 PERSONAL LEAVE TIME FOR CONFIDENTIAL EMPLOYEES

- a. Confidential employees shall receive forty eight (48) hours of personal leave time on July 1 of each fiscal year. Personal leave time not taken during the fiscal year may not be carried over to the next fiscal year. All personal leave time not used by the end of the fiscal year shall be paid to the employee in cash at the employee's straight-time base hourly rate in effect on the last payday in June of that fiscal year. Temporary employees are not eligible for paid personal leave.
- b. Employees who become eligible for the personal leave time benefit after July 1 of any fiscal year shall receive a pro rata benefit based upon the number of full calendar months remaining in that fiscal year.
- c. Upon separation from Agency service for any reason an employee shall be paid for all unused personal leave time at the employee's base hourly rate as of the date of separation.

### 3.5 SICK LEAVE

- a. Sick leave shall be accrued by full-time regular employees at the rate of 4 hours per bi-weekly pay period. Sick leave credits shall be accrued by part-time regular employees on a pro rata basis.
- b. There is no limit on the amount of sick leave which may be accumulated.
- c. Employees may use accrued sick leave for their own health needs as follows:
  - (1) 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
  - (2) Absence from duty for medical or dental examination or treatment, under circumstances not involving quarantine or incapacity; provided, however, that such absences shall be scheduled at the discretion of the appointing authority or designee.
- d. Employees may use accrued sick leave for their dependent health needs pursuant to Kin Care law as follows:
  - (1) Absence from duty for attendance upon a spouse, domestic partner and/or the dependent child of the domestic partner, child, parent, or close relative residing with the employee because of illness or injury which incapacitates such family member and definitely requires personal care. Such absence shall be limited to the time reasonably required to make other arrangements for such care.
  - (2) Absence from duty to transport a spouse, domestic partner and/or the dependent child of the domestic partner, child, parent, or close relative residing with the employee, to and from a local hospital for medical treatment or operation, including childbirth.
  - (3) Absence from duty to attend during serious medical treatment or operation, including childbirth, performed upon a spouse, child, parent, or close relative residing with the employee.
- e. Kin Care is limited to one-half of the employee accrual per year. Regular employees may use other sick leave as it accrues subject to the need for medical verification and appropriate utilization. Intermittent sick leave requires medical verification to be FMLA eligible. Continuous sick leave may require medical verification and release to duty.
- f. The appointing authority or designee may require substantiation of the need for, and use of, sick leave.

- g. Following any absence for serious illness, injury, or exposure to contagious disease, whether or not sick leave credit was used, the appointing authority or designee may require a statement by a medical doctor that the employee is fit to return to duty.
- h. Employees shall have the option to convert unused accumulated sick leave to retirement service credit pursuant to the rules of the Sacramento County Employees Retirement System (SCERS).

### 3.6 BEREAVEMENT LEAVE

- a. The appointing authority or designee may authorize bereavement leave with pay for a regular employee, other than a temporary employee, when needed, due to the death of his/her parent, spouse, domestic partner pursuant to State law, child, grandparent, brother, sister, step-parent, step-children, step-grandparents, step-grandchildren, mother-in-law, father-in-law, grandchild, son-in-law, daughter-in-law, or the death of any child or close relative who resided with the employee at the time of death. Such absence shall be limited to time which is definitively required and shall not exceed five (5) days for any one death.
- b. This Section shall also apply to the domestic partner family as listed above.

### 3.7 DISABILITY LEAVE WITH PAY

- a. An employee who has suffered possible injury in the performance of assigned duties shall undergo such medical examination as the appointing authority or designee deems necessary. The employee shall not be considered absent from duty during the time required for such examination. Failure or refusal of the employee to undergo such a medical examination shall constitute a waiver on the part of the employee of the leave benefits of this Section.
- b. An employee who is unable to perform any appropriate work assignments because of disability incurred in the performance of assigned duties shall be entitled to the following disability leave benefits, in addition to those provided pursuant to the California Worker's Compensation Insurance Act:
  - (1) During any period of disability for which payment is not provided under worker's compensation insurance, the employee shall be placed on disability leave with pay to the extent of any leave with pay which the employee has accrued. Such disability leave with pay shall be charged against the employee's accrued leave with pay. For the purpose of this Section, "accrued leave with pay" includes accrued sick leave, vacation, personal leave, and CTO.
  - (2) During any period of disability for which payment is provided under worker's compensation insurance, the employee may elect to receive

disability leave with pay to the extent of any accrued leave with pay, providing the worker's compensation benefits received by the employee are endorsed to the Agency. Under such circumstance, the employee's accrued leave with pay shall be reduced by one-half (1/2) day for each full scheduled workday of absence of which temporary worker's compensation benefits are endorsed to the Agency.

- c. All disability leave provisions of this Section shall terminate on the date of the employee's recovery from disability, receipt of permanent disability under worker's compensation insurance, retirement, termination from Agency employment or death, whichever occurs first.

### 3.8 JURY DUTY/COURT LEAVE

Employees shall be allowed time off from scheduled work without loss of pay as is required in connection with jury duty or under subpoena in a proceeding to which the employee is not a party and in which the employee was a witness while on or off of official Agency business. Payment shall be made for such time off only upon remittance to the Agency of full jury or witness fees, other than mileage, or upon submittal of acceptable evidence that jury or witness fees were waived. Employees shall notify the appointing authority or designee immediately upon receiving the subpoena or notice of jury duty.

### 3.9 LEAVES OF ABSENCES

- a. Upon written request by the employee and approval by the Executive Director or designee, a leave of absence with or without pay may be granted to any regular employee for six (6) months with one extension to a maximum of twelve (12) months in total, including both paid and unpaid leave, and statutory and contract leave, for the following reasons:
  - (1) Illness or injury, including pregnancy-related disability and family care;
  - (2) Parental leave pursuant to Agency policy;
  - (3) Education or training which will materially benefit the Agency;
  - (4) Other personal reasons which do not adversely affect Agency costs or services.
- b. Any leave of absence granted for medical reasons shall be only for the actual period of illness, disability, or pregnancy-related disability. Any request for a leave of absence longer than the actual period of illness, disability, or pregnancy-related disability, must be approved by the Executive Director.

- c. Unpaid medical leaves of absences may not be granted for absences which can be covered by paid time off accruals, except as provided below:
  - (1) In the event an employee elects to utilize paid leave at the beginning of the leave and thereafter elects either to interrupt the paid leave or exhaust his/her paid leave credits prior to the end of a medical leave, he/she will be carried on "without pay" status for the remainder of the authorized leave period.
  - (2) The employee shall not be entitled to selectively intersperse paid leave credits with unpaid leave for the purpose of accruing benefits or qualifying for Agency insurance contributions.
- d. Requests for leave of absence shall be submitted to the appointing authority or designee and shall state specifically the reasons for the leave, the date when the leave is to begin, and the probable date of return.
- e. A regular employee on leave of absence with or without pay necessitated by pregnancy, illness or disability, as verified by medical reports, which does not exceed time covered by FMLA,CFRA, or other protected absences is eligible to return to his/her position on request at the completion of such protected absence.
- f. If a leave of absence without pay has been granted for a period of time which would necessitate a permanent replacement, the employee on leave shall not be returned to the Agency unless a position in the employee's classification is vacant and approved to be filled at the time he/she reports for work. If the position is to be filled on a permanent basis, the employee shall be so advised prior to the leave. If there is not such a vacancy in the employee's current classification, he/she shall be placed on a recall list. He/she shall have return rights for the first position in either the employee's current classification or another classification in which he/she held non-probationary regular status and which is either vacant and approved to be filled at the time he/she returns from the leave or which becomes vacant and approved to be filled at a later date. Such return rights shall cease when either he/she is reemployed in his/her current classification or one calendar year after termination of the leave, whichever occurs first, and shall not supersede the recall rights of laid-off senior employees. Disputes on return rights to vacant positions shall be resolved by classification seniority. In no event shall the total period of the approved leave and the period of return right exceed two (2) years.
- g. If the leave of absence without pay necessitates a temporary replacement, the employee on leave shall be returned to the position he/she vacated upon his/her return to work.
- h. An employee may be granted an extension of a leave of absence without pay by the Executive Director based on unusual and special circumstances.

- i. Employees who are veterans and/or members of the National Guard shall be entitled to such leaves of absence to which they may be entitled pursuant to the Military and Veterans Code.
- j. Employees may not accrue annual or sick leave while on leave of absence without pay. However, employees returning to work following a leave shall retain their unused accumulated sick leave and annual leave balances.
- k. Approved leaves of absence shall count as Agency service time.
- l. A leave of absence may be revoked by the Executive Director if the reason for granting such leave was misrepresented or has ceased to exist.

### 3.10 TIME OFF FOR PROMOTIONAL EXAMINATION

Employees shall be released from duty without loss of compensation while competing in Agency promotional examinations that take place during scheduled work hours.

### 3.11 PARENTAL LEAVE

The Agency shall implement a parental leave policy for both male and female employees without regard to gender and with the following provisions:

- a. Full-time regular employees shall be eligible for a maximum Agency-paid parental leave of four (4) weeks consisting of up to one hundred sixty (160) hours of continuous paid time off. Part-time regular employees shall be eligible for up to one-hundred sixty (160) hours of continuous Agency-paid time off for parental leave on a pro rata basis. Part-time regular employees who work fifty-two (52) weeks per year shall receive pro rata accruals based upon the ratio of how scheduled work hours compare to forty (40) hours during the work week. Unused parental leave shall have no cash value. Temporary employees are not eligible for the four (4) weeks of Agency-paid parental leave.
- b. To be eligible for the paid leave the employee must have completed at least 2,080 hours of service from the most recent date of hire preceding either (a) the birth of a child who resides with the employee and for whom the employee has legal custody, or (b) the adoption of a child under age four (4) who resides with the employee and for whom the employee has physical and legal custody. Court-appointed legal guardians and foster parents do not qualify for parental leave.
- c. Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of children involved (e.g., twins). The duration of Agency-paid parental leave shall not change based on a change in employment status, such as from part-time to full-time.

- d. Upon return from parental leave on the date previously authorized, employees shall be reinstated in the classification last held.
- e. Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of Agency-paid leave to the maximum four (4) months of leave by adding accrued and available hours of sick leave (with medical substantiation), vacation, CTO, accrued holiday, and/or unpaid leave to their initial request for parental leave. The total period of absence from work, including the four (4) weeks of paid parental leave, shall not exceed four (4) continuous months.
- f. Paid parental leave shall be considered as time worked for purposes of eligibility for recognized holidays occurring during the leave.
- g. Parental leave must be utilized within one year of the birth or adoption.

### 3.12 CATASTROPHIC LEAVE

Upon request of a regular employee, annual leave, CTO, vacation, and/or holiday leave may be transferred from one or more employees to another employee in accordance with Agency policies, and under the following conditions:

- a. The receiving employee faces financial hardship due to injury or prolonged illness of the employee, or their spouse, domestic partner pursuant to State law, child, parent or close relative residing with the employee.
- b. The receiving employee has exhausted all leave balances.
- c. Each donation must be a minimum of one (1) hour and in whole hour increments.
- d. Donations shall be made on a form to be developed by the Agency and signed by the donating employee. All donations are effective in the pay period of the donation and are irrevocable.

## **ARTICLE 4 REIMBURSEMENTS AND ALLOWANCES**

### 4.1 TUITION REIMBURSEMENT

Regular employees shall be eligible for tuition reimbursement up to \$1,500.00 per fiscal year for coursework related to their employment with the Agency for which the employee receives no other funds from any other source, such as government grants and scholarships. Tuition reimbursement must be approved in advance of the course. Such reimbursement shall only be applicable for the actual cost of the tuition and books of the course and other mandatory student fees. Reimbursement shall be made only for coursework completed at accredited high schools, colleges, universities, and correspondence schools, a list of which is available from Human Resources. Employees must receive Agency approval of the coursework prior to the start

of such course and must receive a grade of "C" or its numerical equivalent or better to be eligible for the tuition reimbursement. Proof of completion and request for reimbursement must be submitted no later than sixty (60) days after completion of the course.

#### 4.2 AUTOMOBILE AND PARKING ALLOWANCES

Exempt management employees who are required to use their privately-owned vehicles on Agency business for local travel may, in-lieu-of mileage reimbursement and Agency-provided parking, receive a monthly vehicle allowance to be paid at the rate indicated below:

	<u>Monthly Amount</u>	<u>Bi-Weekly Amount</u>
Deputy Directors	\$300	\$138.48
Department Chiefs	\$225	\$103.85
Other Exempt Management	\$150	\$ 69.23

#### 4.3 REGIONAL TRANSIT MONTHLY PASS REIMBURSEMENT

- a. Regular confidential employees and management employees who do not receive a monthly vehicle allowance and who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible to receive a one hundred percent (100%) reimbursement on the cost of a SRTD monthly pass. The reimbursement shall not be applied toward the cost of a zone sticker, only the normal cost of the monthly pass. Employees must submit their claim for the reimbursement to the Fiscal Department no later than the tenth (10th) calendar day of the month for which the pass is valid to be eligible for the reimbursement.
- b. Eligible full-time confidential employees who do not use the SRTD pass shall receive a \$25.00 per month in-lieu allowance to be paid at the rate of \$11.54 bi-weekly.
- c. Temporary employees are not eligible for the SRTD pass reimbursement or in-lieu allowance.
- d. Agency-provided parking for unrepresented employees is abolished effective June 30, 1990.

#### 4.4 TECHNOLOGY ALLOWANCE

- a. Cellular/Voice Rate Plan
  - (1) Effective August 3, 2006 or as soon as practicable thereafter, all exempt management employees shall be authorized a monthly technology allowance of up to \$50 for a cellular phone service plan. At the discretion of the Appointing Authority, a technology allowance may be approved for an exempt management employee in lieu of using a SETA provided

cellular telephone. The employee shall discontinue use of SETA provided cellular telephones and pagers upon receipt of the technology allowance.

- (2) Upon approval of this monthly technology allowance, the employee shall obtain, at his or her own expense and as a private individual, a cellular telephone and monthly cellular service contract that may be used to conduct SETA related business. The employee shall publish and/or provide the cellular telephone number to designated individuals and organizations with whom the employee normally conducts SETA-related business.
- (3) The exempt management employee shall be generally accessible via his or her cellular telephone for the conduct of SETA-related business.

b. Cellular Data Rate Plan

- (1) Effective August 3, 2006 or as soon as practicable thereafter, all exempt management employees shall be authorized a monthly technology allowance of up to \$50 for a Cellular Data Rate Plan provided that the employee has been authorized a Technology allowance for a Cellular Voice Rate Plan as provided in section 4.4(a) of this resolution. The total technology allowance under the Voice and Data Rate Plans shall not exceed \$100 per month.
- (2) Upon approval of the monthly allowance for the voice and Data/Rate Plans, the employee shall obtain, at his or her own expense and as a private individual, a monthly cellular data service contract that may be used to conduct SETA-related business.

**ARTICLE 5  
HOURS OF EMPLOYMENT AND OVERTIME**

5.1 WORKDAY/WORKWEEK

- a. The workweek for employees shall begin at 12:01 a.m. on Sunday, and end at 12:00 midnight, the following Saturday. The normal workweek for full-time employees, other than temporary and management employees, shall consist of forty (40) working hours during the seven (7) day period.
- b. The normal workweek shall not apply to management employees exempt from the provisions of the Fair Labor Standards Act who are expected to work whatever time is required to perform the duties of their positions.
- c. The hours of work and workweek for all part-time and temporary employees shall be established by the Agency.

- d. Reduced work schedules shall be defined as schedules that are reduced for a period of up to two (2) days per month, but not more than twenty-four (24) days in a twelve (12) month period. Work schedules may be reduced in hours up to but not more than sixteen (16) hours per month for a period of up to twelve (12) months due to lack of work, lack of funds, or in the interest of economy.

## 5.2 OVERTIME FOR NON-MANAGEMENT EMPLOYEES

- a. Confidential and other non-management employees covered by the overtime provisions of the Fair Labor Standards Act (FLSA) shall be compensated for all hours required to work in excess of eight (8) per workday or forty (40) per workweek in either compensating time off (CTO) on the basis of one and one-half (1-1/2) hours for each hour of overtime worked or in pay at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for each hour of overtime worked as determined by the appointing authority.
- b. Paid time off shall be considered time worked for the purpose of computing overtime. Time worked in excess of eight (8) hours in a workday shall not be counted in determining whether an employee has worked in excess of forty (40) hours in a workweek.
- c. CTO may be accrued up to a maximum of eighty (80) hours through the pay period which includes June 30 of each year. All CTO not used through the pay period which includes June 30 of each year will be paid to the employee in cash. This payment will be included in the third paycheck following the close of the fiscal year.
- d. The appointing authority or designee shall schedule and approve the use of CTO. Employees who request use of accrued CTO shall be permitted to use such time within a reasonable period after making the request if the use of CTO does not unduly disrupt the operations of the work unit.
- e. Upon termination from Agency service, employees shall be paid for any unused CTO hours at the applicable rate of pay.

## 5.3 LUNCH PERIODS FOR NON-MANAGEMENT EMPLOYEES

Except as provided below, non-management employees shall be allowed an unpaid lunch period of not less than thirty (30) minutes nor more than one hour which shall be scheduled generally in the middle of the workday. Whenever it is necessary for an employee to work overtime in excess of two (2) consecutive hours in a workday, the employee shall be granted an additional unpaid lunch period, at the option of the employee. If an employee is required to work during a scheduled lunch period by the Agency, the employee shall either be given an alternate unpaid lunch period or compensated for the additional work time, as determined by his/her supervisor. Employees scheduled to work six (6) or less hours in a workday may not be given a scheduled unpaid lunch period.

5.4 REST PERIODS FOR NON-MANAGEMENT EMPLOYEES

Non-management employees will be allowed paid rest periods not to exceed fifteen (15) minutes during each four (4) consecutive hours of work. Rest periods may not be accumulated. Such rest periods will not be scheduled within one hour at the beginning or the end of the work day or lunch period.

5.5 EXEMPT MANAGEMENT APPOINTMENTS

Nothing in this Resolution shall be construed to be an express or implied covenant or contract, or to create a property right or tenure for any person appointed to an exempt management position. Exempt employees serve at the pleasure of the appointing authority. Consequently, just cause is not required for discipline, and there are no appeal rights.

**ARTICLE 6  
MISCELLANEOUS**

6.1 BILINGUAL PAY

- a. The Agency may authorize bilingual pay when it is determined to be necessary for the operation of Agency programs. The Agency shall determine what languages are appropriate for such pay and the number of employees to be certified. To be eligible for bilingual pay the employee must be determined to be verbally proficient, and if necessary for the assignment, proficient in the written language. The Agency will arrange the certification and testing process and authorize the bilingual pay.
- b. Bilingual pay shall be paid at the rate of \$25 bi-weekly for any pay period in which the employee is certified. An employee who is receiving bilingual pay may be required to provide assistance to any Agency operation.
- c. The Agency reserves the right to terminate bilingual pay after 10 days notice to the employee based on lack of need for bilingual services.

6.2 AUTOMATIC RESIGNATION

- a. 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 considered to have voluntarily resigned from Agency service. A notice of automatic resignation shall be sent by certified mail to the employee's last known address. The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which he/she is assigned.

- b. A regular employee may, within ten (10) calendar days of the effective date of such separation, file a written request with the appointing authority for reinstatement. Reinstatement may be granted only:
  - (1) If the employee makes satisfactory explanation to the appointing authority as to the cause of the employee's absence or failure to obtain leave therefore; and
  - (2) The appointing authority determines that the employee is ready, able, and willing to resume the discharge of the duties of his/her position; or
  - (3) If the appointing authority consents to a leave of absence to commence upon reinstatement.
- c. This section does not preclude the employee from requesting reinstatement under the provisions of the SETA Personnel Policies and Procedures or any relevant sections of this Resolution.

## **ATTACHMENT A: Unrepresented Employees Job Classifications**

ACCOUNTANT III (FISCAL MANAGER)  
ADMINISTRATION DEPARTMENT CHIEF  
ADMINISTRATIVE SERVICES DEPUTY DIRECTOR  
CFS DEPUTY DIRECTOR  
CFS FACILITIES COORDINATOR  
CLERK OF BOARDS  
EXECUTIVE ASSISTANT  
EXECUTIVE COORDINATOR  
EXECUTIVE DIRECTOR  
FISCAL DEPARTMENT CHIEF  
HEAD START DEPUTY DIRECTOR  
HEAD START MANAGER  
HUMAN RESOURCE MANAGER  
INFORMATION SYSTEM DEPARTMENT CHIEF  
NETWORK ENGINEER  
PAYROLL ANALYTICS SUPERVISOR  
PAYROLL SPECIALIST  
PERSONNEL ANALYST  
PERSONNEL CLERK  
PERSONNEL/HUMAN RESOURCES DEPARTMENT CHIEF  
PLANNING AND COMMUNITY DEVELOPMENT CHIEF  
PUBLIC INFORMATION OFFICER  
PURCHASING ANALYST  
SENIOR PAYROLL SPECIALIST  
SR. PERSONNEL ANALYST (Sup)  
STAFF SUPPORT OFFICER - NON-REP  
TRAINING/STAFF DEVELOPMENT OFFICER  
WEB INNOVATION ENGINEER  
WORKFORCE DEVELOPMENT DEPUTY DIRECTOR  
WORKFORCE DEVELOPMENT MANAGER