

**Agreement Between
Sacramento Employment and Training Agency
(SETA)**



and

**United SETA Employees,
American Federation of State, County and
Municipal Employees (AFSCME),
Local 146**



October 3, 2013 – June 30, 2016

Head Start Unit

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Preamble

This Agreement, hereinafter referred to as the Agreement, has been entered into by the Sacramento Employment and Training Agency, hereinafter referred to as the Agency, and the United SETA Employees, American Federation of State, County, and Municipal Employees, Local 146, hereinafter referred to as the Union. These parties have met and conferred in good faith and this resulting Agreement has as its purpose (1) the promotion of harmonious labor relations between the Agency and the Union; (2) establishment of an equitable and peaceful procedure for the resolution of differences; (3) maintenance of a respectful and safe work environment; and, (4) the establishment of rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE I Recognition

1.1 Recognition

a. The Agency hereby recognizes the Union as the exclusive bargaining agent for all employees in the Head Start Unit, as defined in the Agency's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to these employees as authorized by law. The current Unit composition is attached as Attachment A.

b. The following terms are defined by this Agreement:

- (1) The term "regular employee" is an employee who has been appointed to a position in a classification, on either a part-time or full-time basis, which requires the successful completion of a probationary period.
- (2) The term "temporary employee" is an employee who has been appointed, on either a part-time or full-time basis, for a limited duration, usually not to exceed three (3) months. Such an employee does not serve a probationary period and may be released from Agency employment at any time without right of appeal under this Agreement. Notice to the Union and approval by the Governing Board will be required before an employee may be retained in a temporary position for a period exceeding three (3) months.
- (3) The term "temporary reclassification" refers to the status of an employee who is temporarily reclassified for the performance of tasks in relation to a specific assignment for a period generally not to exceed three (3) months. An employee temporarily reclassified shall receive a salary which does not exceed the salary of the regular classification. Temporary reclassifications may be extended upon advance notice to the Union and approval by the Governing Board, but shall not, in any event, exceed six (6) months.

c. The Union will not object to the State Mediation Service or the American Arbitration Association conducting an election pursuant to the Agency's Employer-Employee Relations Policy.

1.2 New or Revised Classifications

a. It is recognized that the establishment of new or revised classifications within the Unit covered by this Agreement may be warranted because of changes in job content or services. Under such circumstances, the Agency shall prepare and submit to the Union and USE President such proposed descriptions and proposed pay ranges for such classifications prior to submission to the Governing Board and the Head Start Policy Council, where applicable.

b. If the Union wishes to meet to discuss the classifications and/or meet and confer regarding pay ranges proposed by the Agency, the Union shall notify the Director in writing of that desire within ten (10) working days following the date the proposed classifications and pay ranges

were mailed to the Union. Upon such timely notice by the Union, the parties shall meet prior to final action on the proposed descriptions and pay ranges and shall make every reasonable effort to reach agreement on a joint proposal.

- c. Classification specifications shall not contain any reference to the hours of work.

ARTICLE 2 Entire Agreement

2.1 Entire Agreement

a. This Agreement, upon ratification by the parties, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes negotiations for its term.

b. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of representation and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Agency and the Union, for the duration of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate with respect to any subject or matter, whether or not referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

c. This Article shall not be construed so as to prevent the parties from mutually agreeing, in writing, to reopen a provision or provisions in this Agreement, so long as reopened provisions are specified in the parties' mutual reopened agreement and other provisions in this Agreement continue in full force and effect.

2.2 Conflicting Provisions

Wherever any provision of the Agency's Personnel Policies conflicts with the provisions of this Agreement, the provisions of the Agreement shall prevail.

ARTICLE 3 Rights of Management

3.1 Rights of Management

The Agency retains all rights not expressly abridged by this Agreement and applicable laws and other regulations, including the grievance procedure herein. These rights, shall include, but are not limited to, the exclusive right to: a) direct, supervise, hire, promote, evaluate, suspend, discipline, discharge, transfer, assign, schedule and retain employees; b) dismiss employees due to lack of work, lack of funds, or abolishment of position; c) determine services to be rendered, operations to be performed, utilization of technology, work and productivity standards, and methods of work to be performed; d) determine the mission of the Agency, its organization, the number of employees, appropriate job classifications and all budgetary matters; e) maintain and improve the efficiency and effectiveness of the Agency operations; and f) take any necessary actions to carry out its mission in situations of emergency.

ARTICLE 4 Union Rights

4.1 Payroll Deductions

- a. The Agency will establish payroll deductions for members of the Union on a bi-weekly basis for the normal and regular monthly membership dues.
- b. Payroll deductions shall be subject to the following conditions:
 - (1) Such deductions shall be made pursuant to the terms and conditions set forth in the authorization form approved by the Agency. Any changes or modifications shall be agreed upon between the Agency and the Union.
 - (2) Such deductions shall be made only upon submission to Human Resources of said authorization form duly completed and executed by the employee and the Union.
 - (3) The Union will be responsible for submitting to Human Resources any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the Agency. The Agency may devise a payroll deduction input document for use by the Union.
 - (4) The Union agrees to indemnify, defend and hold the Agency, their officers, agents and employees harmless against any claims made, and against any suits instituted against them or any one of them on account of any payroll deduction made pursuant to this Article.

4.2 Dues Deduction Report

- a. Each pay period the Agency shall remit to the Union the dues deducted during the pay period along with a dues deduction report for each payday which will include the following information:
 - (1) Name and address of each employee
 - (2) Social security number
 - (3) Amount of dues deducted in the pay period
 - (4) Calendar year-to-date dues deduction amount
- b. The Union shall have reasonable access to Agency payroll records for the purpose of verifying the amount of total earnings paid to individual members during a pay period.

4.3 List of Employees

- a. Only upon request of the Union and no more than four (4) times per calendar year, an updated list of the names and mailing addresses of all employees in the AFSCME-represented units shall be provided to the Union.
- b. The mailing addresses that are provided to the Union are given to the Union for its exclusive use for the sole purpose of conducting Union business and are to be kept confidential. The Union agrees not to release any employee mailing address to any other party without the written consent of the employee.
- c. The Union shall be given a copy of all non-disciplinary personnel transactions such as transfers, separations, appointments, promotions, and voluntary demotions for all employees in the AFSCME-represented units on a monthly basis.
- d. The Union shall be given a copy of the Agency's telephone log and will be provided updated versions as often as they are available.

4.4 Agency Shop

This Section shall remain in effect during the term of this Agreement and any mutually agreed upon extension of that term.

a. Maintenance of Membership

As a condition of continued employment, employees who are members or become members of the Union shall maintain their Union membership or pay a service fee to the Union, except employees may withdraw their membership during the 1st to the 15th of the month in which the Agreement expires.

b. Service Fee

The service fee required above shall be an amount not to exceed the Union's uniformly-applied standard initiation fee, periodic dues and general assessments. In computing such amounts, the Union shall exclude expenditures for members-only benefits and Union expenditures for political and ideological purposes unrelated to collective bargaining, contract administration and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the Agency shall not be a party to the dispute.

No regular employee who is paid less than one hour of salary during a bi-weekly pay period shall be required to pay a service fee under either the maintenance of membership or agency shop provisions above. Further, no employee shall be required to pay any service fee under the agency shop the first sixty (60) calendar days of employment. Temporary employees are exempt from the service fee requirement.

c. Religious Objection

Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Union, such employee shall be required to submit to the Union proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

United Way
Firefighters Pacific Burn Institute
Children's Receiving Home

Employees claiming a religious exemption shall be required to file a written statement under oath with the Union.

d. Disclosure and Reporting

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the Agency upon written request and to the employees covered by this Section within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Union, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the Agency with a copy of such financial reports.

e. Hold Harmless

The Union shall promptly refund to the Agency any amounts paid to the Union in error under this Section.

The Union expressly agrees to indemnify and hold the Agency harmless from any and all claims, demands, costs (including any costs incurred by the Agency in defense of a lawsuit), expenses,

damages or other monetary losses arising out of or in any way connected with any action or inaction of the Agency in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the Agency based upon or related to this Section. Further, in the event that the Agency undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the Agency in defense of a lawsuit.

f. Change of Law

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question.

g. Discipline Procedure

Failure to pay the required service fee under this Section constitutes cause for discipline, including but not limited to discharge. However, no employee shall be disciplined under this Section unless:

- (1) The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, or payment in lieu of service fee pursuant to subsections (b) and (c) above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the Agency for discipline as provided in this Section; and
- (2) The Union has furnished the Agency with written proof that the procedure of subsection (1) above has been followed, or has supplied the Agency with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the Agency to discipline the employee, the following written notice:
"The Union certifies that (employee's name) has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the Agency shall discipline the employee."

h. Duty of Fair Representation

The Union shall accord fair representation in all matters to all employees in the Unit without regard to whether the particular employee is a member of the Union. The duty of fair representation shall include, but not be limited to, all matters related to collective bargaining, discipline, contract administration, and grievance processing.

i. Employee Rights

Employees covered by this Agreement shall have all rights specified in Government Code Section 3502.5(b).

4.5 Union Stewards and Union Representation

a. The Agency recognizes and agrees to deal with the accredited Union stewards and representatives of the Union in all matters relating to grievances and the interpretation of this Agreement.

b. A written list of officers of the Union and the Union stewards with the specific areas they represent, shall be furnished to the Agency immediately after their designation and the Union shall notify the Agency promptly in writing of any changes of such Union officers or stewards.

c. The number of Union stewards shall be no more than one for each thirty (30) employees or fraction thereof in that Unit. The locations of stewards shall be subject to mutual agreement between the parties. Any change in the number of stewards shall be made by written consent of both parties.

d. Upon request of an aggrieved employee, a steward for the aggrieved employee, or a representative of the Union, may investigate the specified grievance and assist in its presentation. Reasonable time shall be allowed during working hours without loss of time or pay, subject to prior notification and approval of the appointing authority, through Step 2 of the grievance procedure only.

e. Upon notification of the Executive Director or designee, a representative of the Union who will be representing the employee in the grievance and arbitration procedure, may visit the Agency at any time mutually agreeable to both parties for the purpose of preparing the case for arbitration.

f. A representative of the Agency, at its option, may accompany the parties. In addition, the representatives and the Union President, or his/her designated representative, may privately interview employees, one at a time, in possession of facts relevant to the grievance. The interviews shall be held at a place provided by the Agency, for a reasonable period of time and without loss of compensation during regularly scheduled hours. No overtime shall be incurred as a result of this Section.

g. During any such visits, representatives shall not in any way interfere with the orderly and efficient operation of the Agency.

h. Notwithstanding the provisions of this Article and the Grievance and Arbitration Procedure on all matters relating to grievances and the interpretation of this Agreement, the Agency shall deal with only the accredited Union stewards and those Union officers elected by the general membership of the Union. Further, the provisions of subsection (e), above, shall apply to only such persons (including a paid full-time Local or International Union staff representative).

i. Local Union Representatives shall be allowed time off without pay or be allowed to use any accumulated vacation in lieu of taking such time off without pay for legitimate Union business such as Union meetings, state or area-wide Union Committee Meetings, Council or International conventions, provided such Representatives shall give thirty (30) days' notice to their supervisors of such absence and such absence does not interfere with the department's operations.

4.6 Bulletin Boards

a. A bulletin board provided by the Union, or reasonable space on existing Agency bulletin boards, shall be made available at each worksite for Union posting of the following types of notices:

- (1) Union recreational and social activities
- (2) Union elections
- (3) Union appointments and results of Union elections, including lists of current Union Officers and Stewards
- (4) Union meetings
- (5) Union newsletters or bulletins

b. Bulletin boards are for the sole purpose of such notices as are listed above. In the event a dispute arises concerning the appropriateness of material posted, the President of the Union will be advised by the Executive Director of the nature of the dispute and the materials will be removed until the dispute is resolved.

4.7 Use of Agency Facilities

The Union may use Agency conference rooms and similar facilities for meetings with employees. Use of Agency meeting facilities requires reasonable advance notice to the appropriate Agency official and is subject to Agency use of such facilities. The Agency may establish reasonable regulations governing the use of Agency facilities as provided by this Section.

4.8 Use of Agency Mail System

With prior notice to the Agency, the Union may use the Agency's mail and email systems to distribute Union materials to employees covered by this Agreement for purposes of communication within the scope of representation. The Agency shall not be held responsible for untimely, damaged, or lost mail.

4.9 P.E.O.P.L.E. Contributions

The Agency agrees to deduct from the pay of those employees who individually request P.E.O.P.L.E. deductions.

4.10 Union Orientation

The Chapter President or designee will be informed by the Agency of new employee general orientations for bargaining unit employees conducted by Human Resources and will be provided an opportunity to speak to them during the general orientation. This notice will include the date, time, and location of the orientation and the names of employees represented by AFSCME. Thirty (30) minutes will be allowed for the presentation which shall not be paid.

ARTICLE 5 Grievance and Arbitration Procedure

5.1 Definition

A grievance is a dispute between the Agency and the Union or a good faith complaint of an employee or group of employees involving the meaning, interpretation, application or enforcement of the express terms of this Agreement.

5.2 Intent

It is the intent of the parties to resolve grievances at the lowest practicable level and as promptly as possible. Any grievance not initiated, or pursued by the Union, aggrieved employee, or group of employees, as the case may be, within the time limits of the steps, will be considered settled on the basis of the last timely answer by the Agency. If the Agency does not meet the time limits the Union may process the grievance to the next step of the Grievance Procedure. The time limits may be extended by written agreement of both parties.

5.3 Procedure

Grievances will be processed in the following manner and within the stated time limits. Both the informal grievance step and/or Step 1 may be waived by the mutual agreement of the parties.

5.4 Informal Grievance

The aggrieved employee or group of employees or a representative of the Union shall orally present the grievance to the employee's appropriate supervisor or his/her designated representative within ten (10) working days following the occurrence of events on which the grievance is based. The supervisor shall give his/her answer within ten (10) working days of the date of presentation of the grievance. Grievance settlements at the informal level shall set no precedence in any future agreement interpretation.

5.5 Formal Grievance: Step 1

If the grievance is not resolved at the informal level, the aggrieved employee or group of employees or a representative of the Union may present the grievance to the employee's Department Chief or Deputy Director in writing within ten (10) working days after the supervisor's answer. The written grievance shall set forth the alleged facts or circumstances giving rise to the grievance, the applicable Section of the Agreement asserted to have been violated and the remedy or correction requested of the Agency. The written grievance must be dated and signed by the grievant or authorized Union representative. The Department Chief or Deputy Director shall meet with the aggrieved employee or group of employees and/or the Union representative within ten (10) working days after receipt of the written grievance in an attempt to resolve the matter. The

Department Chief or Deputy Director shall then render a written answer within ten (10) working days after the grievance meeting.

5.6 Formal Grievance: Step 2

If the grievance is not satisfactorily resolved at Formal Step 1, the written grievance may be presented to the Executive Director or designee within ten (10) working days after receipt of the Department Chief or Deputy Director's written answer. The Executive Director or designee shall meet with the aggrieved employee or group of employees and/or the Union representative within ten (10) working days after receipt of the written grievance in an attempt to resolve the grievance. In the event the grievance is not resolved, the Director or designated representative shall render a written decision on the grievance to the Union within ten (10) working days after the meeting.

5.7 Formal Grievance: Pre-Arbitration Mediation

The parties may participate in voluntary mediation in an attempt to settle the case before a hearing is scheduled with the arbitrator. Mediation shall be required if requested by both parties and the parties will request a mediator from the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

5.8 Formal Grievance: Arbitration

a. Grievances not settled in Formal Step 2 of the Grievance Procedure may be appealed to arbitration by the Union. Request for arbitration shall be made in writing to the Executive Director or designee within ten (10) working days after the date of the Executive Director's response. An impartial arbitrator shall be selected jointly by the parties within ten (10) working days of receipt of the request. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The arbitrator shall have access to all written statements and documents relevant to the grievance.

b. The arbitrator shall render his/her decision no later than thirty (30) days after the conclusion of the hearing. Such decision shall be made in writing in accordance with, and in conformance to, the terms of this Agreement and shall be final and binding on the Agency, the Union and the employee(s). Copies of the decision will be furnished to all parties.

c. The arbitrator shall have no authority to add to, delete, or alter any provision of this Agreement, but shall limit his/her decision to the scope, application and interpretation of the provisions of this Agreement and shall make no decisions in violation of existing law.

d. The fees and necessary expenses of any arbitration proceedings shall be shared equally by both parties, except that each party shall pay the fees of its own counsel and/or representative.

e. Employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be kept to a reasonable minimum.

f. No matter shall be considered as a grievance unless it is presented in writing within thirty (30) working days after the occurrence of the events on which the grievance was based, except by mutual agreement between the parties.

g. No grievance decision covering any type of grievance shall provide for retroactive compensation for more than thirty (30) working days prior to the date such grievance was filed.

h. The Union Business Agent or designee shall have the authority to settle grievances for either the Union or employees at the respective steps of the Grievance Procedure.

i. In representational matters under the Grievance Procedure, supervisory employees shall not represent non-supervisory employees. Conversely, non-supervisory employees shall not represent supervisory employees.

ARTICLE 6 Salary Adjustments

6.1 Reopeners

a. The parties agree that if the Agency grants general wage increases or merit pay increases for other than promotion or assumption of greater duties during year 1 of the Agreement, employees covered under these Agreements shall receive the same increase. If there is an increase to Agency funding, the Union may request to reopen the Agreement in Year 1 (FY 2013/14). In general there shall be one reopener per fiscal year.

b. The parties agree that the Union may request to reopen the Agreement in Year 2 (FY 2014/15) and in Year 3 (FY 2015/16) to negotiate increases in the event that the Agency receives increased or additional funding specifically to provide wage or benefit increases.

ARTICLE 7 Salary Administration

7.1 Paydays

Employees will be paid on a bi-weekly basis on the Friday following the end of the pay period, except that if Friday is a recognized holiday, employees will be paid on the last working day preceding that Friday.

7.2 Entry Step

The entry step within the established range for each classification shall be Step "A" unless specifically designated at Step "B", "C", "D", or "E".

7.3 Y-Rate

a. "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. 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.

c. 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 in the Agreement.

7.4 Salary Range Changes

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

7.5 Entry Step Adjustments

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

b. When the entry step for a classification is decreased in the Agreement, employees in such classification shall retain the same step in the range as they held prior to the adjustment.

c. When employee changes in classification and/or salary occur simultaneously with adjustments in the Agreement, the employee changes shall precede the Agreement adjustment in application.

7.6 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 Step "E". When an employee is hired at a salary above step A, the Union shall be notified.

7.7 Salary Upon Reemployment

Any person reemployed following layoff shall receive compensation and benefits as though the employee has been on leave without pay.

7.8 Salary Upon Reinstatement

Any person reinstated following resignation in good standing shall be considered as a new employee. However, such employee may receive a starting salary at the step received at the time of resignation.

7.9 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.

7.10 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 "E".

7.11 Salary Upon Demotion

Whenever an employee 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 that step in the new range which provides equal or, in absence thereof, the nearest lower salary to that which was received prior to the demotion. In all cases of demotion for cause, the employee shall receive the same step in the lower range as was received in the higher range.

7.12 Salary Upon Transfer

Whenever an employee is transferred to a different classification, the range for which is less than five percent (5%) from the employee's former classification, such employee shall receive the same step in the new range as was received in the former range.

7.13 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.

7.14 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.

7.15 Salary Step Increases

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.

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. 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.

d. 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.

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

f. Temporary employment and overtime work shall not be considered eligible service.

g. Only regular employees are eligible for step increases.

h. A step increase may be denied only for just cause. Denial of a step increase may be appealed pursuant to Section 12.1 Disciplinary Actions.

7.16 Temporary Assignment of Higher Duties

a. The appointing authority or designee may require that an employee temporarily perform duties that are outside the employees' normal duty assignments. However, when the appointing authority or designee requires in writing that an employee perform substantially all of the duties of the higher classification, or 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 percentage of time 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 first day of the assignment of higher duties.

b. If an employee is assigned in writing to perform supervisory duties, the employee shall be compensated for the hours worked performing such additional duties by the payment of an additional five percent (5%) above the employee's base salary. For employees working in a supervisory assignment, such higher assignment pay shall begin on the first day of the assignment of higher duties.

c. Temporary assignment of higher duties shall be for no more than ninety (90) consecutive working days, except as follows:

- (1) Illness
- (2) Vacation relief
- (3) Sick leave relief
- (4) Leave of absence
- (5) During the promotional examination process

(6)Conditions of extended emergency

The Agency will provide written notice to the Union when such assignments exceed ninety (90) consecutive working days.

d. 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.

7.17 Payroll Errors

a. In the event an error has been made in the payment of an employee's salary, 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 in wages, 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. Except as provided by law, 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 provisions of this Section do not apply to grievance disputes which contend that the Agency 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, except as provided in subsection (c), above.

7.18 Payroll Underpayments

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.

**ARTICLE 8
Employee Benefits**

8.1 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 employees enrolled in employee only health care coverage shall be \$495.00. 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 \$495.00 per month, 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 employee plus his/her eligible dependents shall be \$780.00. 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 \$780.00 per month, the employee shall pay the additional cost through payroll deduction.

e. For employees receiving cash back, if the cost of medical coverage is less than \$210.00 per month, the balance, less normal withholding taxes, shall be included in the employee's paycheck.

f. Effective January 1, 2006, cash back for employees hired on or after that date, is limited to a maximum of \$100.00 per month.

g. The Agency shall pay one hundred percent (100%) of the required premium on behalf of the eligible employees and their eligible dependents who enroll in the County of Sacramento dental plan.

h. Eligible employees shall receive life insurance as follows:

(1) Agency-paid life insurance coverage in the amount of \$15,000.00

(2) In addition to the Agency-paid life insurance set forth above, each eligible employee may purchase through payroll deduction out-of-pocket supplemental County of Sacramento life insurance coverage for himself/herself up to a maximum of approximately two (2) 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.

i. 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 County of Sacramento for direct payment of premiums.

j. The Business Agent and/or one steward designee may participate in County discussions regarding benefits, to the extent other County representative organizations are allowed to participate. Reasonable time shall be allowed during working hours without loss of time or pay, subject to prior notification and approval of the appointing authority.

8.2 Covered Dependents

An employee who has a domestic partner, and is registered with the State of California, may cover the domestic partner, as a dependent, under the employee's Agency-sponsored health plan.

8.3 Flexible Spending Accounts

a. The Agency and the Union agree to review the establishment of IRS Section 125 flexible spending accounts for out-of-pocket medical expenses and dependent care expenses as soon as practicably with a target date of January 1, 2014.

b. The Agency and Union agree to reopen Section 8.3 for the purpose of implementation.

8.4 Existing Benefits

Except as modified by this Agreement, and subject to applicable laws, the following benefits shall remain in effect during the term of this Agreement:

a. State Unemployment Insurance

b. State Disability Insurance

c. Workers' Compensation Insurance

d. Social Security

e. Sacramento County Employees' Retirement System (SCERS) for regular employees

f. Deferred Compensation Program for regular employees

8.5 Retirement Contributions

a. Employees hired on or after July 1, 1993 shall be covered by the Tier III SCERS Plan. The employee contribution rate toward SCERS shall continue to be subject to the annual actuarial adjustments.

b. 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.

c. 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 contribution.

8.6 State Disability Insurance

a. The Agency shall maintain State Disability Insurance (SDI) at the employee's cost for employees in classifications represented by the Union.

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 (CTO) 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 Agreement 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 occur:

(a) The employee contacts Human Resources 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 Human Resources, 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 Human Resources as outlined in subsection (1) 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.

8.7 Retiree Health Savings Plan

The Agency shall contribute twenty-five (\$25.00) dollars monthly to the employee's RHSP.

ARTICLE 9 Leaves

9.1 Holidays

a. The following shall be recognized holidays for employees covered by this Agreement:

<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	Last Monday in March
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
Christmas Day	December 25
New Year's Eve Day (4 hours)	Last working day prior to observance of New Year's Day holiday

(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.

b. 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 vacation or CTO if requested by the employee.

c. 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.

d. Employees shall work the entire regularly scheduled shift before and after the holiday to be eligible for holiday pay. Use of approved annual leave, CTO, or sick leave shall be considered as work time.

e. 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.

f. Temporary employees shall not receive holiday benefits.

9.2 Vacation Leave

Hours of Vacation Accrual Per Pay Period

Years of Service	6 hour/day*	7 hour/day*	8 hour day*
0 to 3	3	3.5	4
4 to 10	4.125	4.8125	5.5
11 to 15	4.95	5.775	6.6
15+	5.325	6.2125	7.1

*Based on 10 days of work per pay period

Temporary employees are not eligible for vacation benefits.

b. Part-time regular employees shall receive pro rata accruals based upon the ratio of how scheduled work hours compare to forty (40) hours during the work week.

c. 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.

d. The appointing authority or designee shall determine when accrued vacation may be taken.

e. 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.

f. With the approval of the 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.

g. Employees shall not be eligible to use or cash out annual leave prior to completing six (6) calendar months of service. An employee who does not successfully complete the initial probationary period is not eligible for payment of vacation. The Agency may approve the use of accrued vacation prior to the completion of probation during an Agency or department-wide closure.

h. 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 Director or appointing authority and upon return to duty substantiate the need for, and use of, sick leave.

i. Regular employees occupying positions that are not twelve (12) months per year positions, shall receive vacation benefits on a prorated basis.

9.3 Sick Leave

a. Sick leave shall be accrued by full-time regular employees at the rate of 4.6 hours per bi-weekly pay period. Sick leave credits shall be accrued by part-time regular employees and employees on a less than year round schedule 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:

(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.

(3) Absence from duty for attendance upon a spouse, domestic partner pursuant to State law 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.

(4) Absence from duty to transport a spouse, domestic partner pursuant to State law 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.

(5) Absence from duty to attend during serious medical treatment or operation, including childbirth, performed upon a spouse, domestic partner, child, parent, or close relative residing with the employee.

d. The appointing authority or designee may require substantiation of the need for, and use of, sick leave.

e. 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.

f. 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).

9.4 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, 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.

9.5 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 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.

9.6 Jury Duty

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 in which the employee was a witness while on official Agency business; provided, however, that 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.

9.7 Leaves of Absences

a. Upon written request and approval by the Executive Director or designee, a leave of absence with or without pay may be granted to any regular employee for maximum of twelve (12) months, 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) Union business;
- (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. Unpaid medical leaves of absence 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) In the event an employee begins the disability leave on unpaid leave status, such employee may utilize useable paid leave credits at a later date during the authorized leave. However, useable paid leave credits once started are to be used continuously until all such credits are exhausted or until the employee either returns to work or voluntarily interrupts the paid leave and elects to continue on non-paid status for the balance of the authorized leave.

(3) 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.

c. Requests for leave of absence shall be submitted to the employee's Deputy Director and shall state specifically the reasons for the leave, the date when the leave is to begin, and the probable date of return.

d. A regular employee on leave of absence 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, location, and shift upon request at the completion of such protected absence.

e. If a leave of absence with or 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 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.

f. 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.

g. An employee may be granted an extension of a leave of absence without pay by the Executive Director based on unusual and special circumstances.

h. Employees who are veterans and/or members of the National Guard shall be entitled to such leaves of absence to which they be entitled pursuant to the Military and Veterans Code.

i. 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.

j. Approved leaves of absence shall count as service time for the purpose of determining seniority.

k. 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.

9.8 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.

9.9 Parental Leave

a. The Agency shall implement a parental leave policy for both male and female employees with the following provisions:

- (1) 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. Unused parental leave shall have no cash value. Temporary employees are not eligible for the four (4) weeks of Agency-paid parental leave.
- (2) 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.
- (3) 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.
- (4) Upon return from parental leave on the date previously authorized, employees shall be reinstated in the former department and in the classification last held.
- (5) 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.
- (6) Parental leave shall be considered as time worked for purposes of eligibility for recognized holidays occurring during the leave.
- (7) Parental leave must be utilized within one year of the birth or adoption.

b. The Agency shall have the right to promulgate a policy and procedure to implement and administer parental leave.

9.10 CATASTROPHIC LEAVE

a. 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:

- (1) 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.
- (2) The receiving employee has exhausted all leave balances.
- (3) Each donation must be a minimum of one hour and in whole hour increments.
- (4) Donation 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.

b. The Agency shall have the right to promulgate a policy and procedure to implement and administer catastrophic leave.

9.11 Personal Leave

a. On October 1 of each year, full-time employees shall be credited with thirty-two (32) hours of personal leave time, and less than year round and part-time employees shall be credited with a proration of thirty-two (32) hours based on the ratio of their regularly scheduled work weeks to one year, or work week to forty (40) hours. Employees hired after October 1 shall be

credited on the first of the following month with a proration of the personal leave hours based on the number of pay periods remaining prior to October 1 of the following year.

b. Personal leave requests shall be submitted to the supervisor and approved prior to use of the time.

c. For the entire Agency the Executive Director may designate a full shift, eight (8) hours or the appropriate proration thereof, to be used during the holiday between Christmas and New Year.

d. Personal leave time may be used in increments of less than a full day.

e. Personal leave time which is not used by September 30 of 2014 and of each year thereafter may not be cashed out. If the employee was unable to use such leave due to unforeseen circumstances such as, but not limited to, leave of absence, prolonged illness or injury, and/or scheduling problems created by business needs, the personal leave balance may be carried over.

9.12 Training and Education

Employees who participate in required Agency-provided training shall either be assigned to such programs during their regular working hours or be compensated for time spent participating in such programs at the applicable overtime rate. Voluntary participation in training shall not be subject to such overtime compensation.

9.13 Reopener On Household Members

In the event that the City of Sacramento or the County of Sacramento adopts or negotiates a policy regarding the use of benefits for household members other than family members, the parties agree that upon the request of either party, they shall reopen this Agreement within thirty (30) days of such request for the specific purpose of negotiating such benefits.

ARTICLE 10 Hours of Work and Overtime

10.1 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 workweek for full-time employees, other than temporary employees, shall consist of forty (40) working hours during the seven (7) day period.

For full-time employees, the Agency may establish a schedule consisting of forty (40) hours in any five (5) days during the workweek.

b. The hours of work and workweek for all part-time and temporary employees shall be established by the Agency.

c. At the employee's request, the regular work schedule, including the employee's shift, workdays and hours shall be provided to the employee. Except for emergency situations, prior to a permanent change in schedule, employees shall receive five (5) working days advance written notice.

d. Upon fifteen (15) working days written notice to the Union and the affected employees, the Agency shall have the right to establish alternate, flex schedules. If the Agency establishes alternate schedules, such schedules may be discontinued upon fifteen (15) working days written notice to the affected employee(s).

e. The Agency agrees to meet with an employee and/or the Union regarding a request to establish alternate, flex schedules. Such request shall be considered and a response provided

within ten (10) days. If the Agency agrees to implement such schedules, they shall be subject to the provisions of 10.1(d).

f. Alternate schedules include, but are not limited to 9/80 schedules, 4/10 schedules, or other flex schedules designated by the Agency.

g. Reduced work schedules shall be defined as schedules that are reduced for a period of up to one (1) day per month, but not more than twelve (12) days in a twelve (12) month period. Work schedules may be reduced in hours up to but not more than eight (8) hours per month for a period of up to twelve months due to lack of work, lack of funds, or in the interest of economy.

10.2 Make-Up Time

a. Employees may request to voluntarily alter their assigned schedule for personal reasons through the use of make-up hours with the prior approval of their supervisor, which shall not be unreasonably denied.

b. Employees may make up a maximum of two (2) hours which must be made up during the same workweek in which the time is taken. If the employee fails to make up the time he/she used, the employee may request authorization from his/her supervisor to use appropriate leave balances.

c. All make-up time shall be paid at the employee's regular rate of pay and not at the overtime rate.

10.3 Overtime

a. Employees shall be compensated for all hours required to work in excess of eight (8) per workday or forty (40) per workweek in either compensatory 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 the regular hourly rate of pay for each hour of overtime worked, at the discretion of the Agency.

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 September 30 of each year. All CTO not used through the pay period which includes September 30 of each year will be paid to the employee in cash. This payment will be included in the second paycheck following September 30 of each year.

d. The appointing authority or designee shall schedule and approve the use of CTO, which shall not be unreasonably denied.

10.4 Lunch Periods

Except as provided below, 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.

10.5 Rest Periods

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. Except for Head Start field staff,

such rest periods will not be scheduled within one hour at the beginning or the end of the workday or lunch period.

ARTICLE 11 Reimbursements

11.1 Tuition Reimbursement

Regular employees shall be eligible for tuition reimbursement up to \$1500.00 per grant year for Head Start employees and fiscal year for all other employees. Tuition reimbursement must be approved in advance of the course and is available for coursework related to their employment with the Agency, and for which the employee receives no other funds from any other source, such as government grants and scholarships. 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, technical schools, 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.

11.2 Regional Transit Monthly Pass

a. Sacramento Regional Transit District (SRTD)

Regular employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible to receive a sixty percent (60%) 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 no later than the tenth (10th) calendar day of the month for which the pass is valid to be eligible for the reimbursement.

b. Other Bus Transportation

Regular employees who utilize other bus transportation regulated by the Public Utilities Commission for home-to-work commuting are eligible for monthly reimbursement up to sixty percent (60%) of the cost of the monthly SRTD non-zone sticker pass. Employees must submit their claim for the reimbursement no later than the tenth (10th) calendar day of the month for which the pass is valid to be eligible for the reimbursement.

11.3 Mileage Reimbursement

a. Employees required to utilize their private vehicles for official Agency business shall be reimbursed for such use at the Internal Revenue Service (IRS) business mileage deduction rate.

b. Mileage claims may be submitted monthly and shall be submitted within ten (10) days of the end of each calendar quarter. Claims filed beyond the ten (10) day limit may not be paid.

ARTICLE 12 Personnel Actions

12.1 Disciplinary Action

a. Regular employees may be disciplined for just cause only. Discipline shall include a written reprimand, suspension, demotion, withholding of an in-grade salary step increase, in-grade salary reduction, and discharge. If the Agency, after investigation, intends to take disciplinary action against an employee other than oral or written reprimand, the affected employee shall have the right to a pre-disciplinary review process (Skelly). The employee shall have ten (10) working days from the notice of intent to take action in which to respond to the proposed disciplinary action. The material upon which the action is based shall be provided to the employee. The reviewing officer shall make a recommendation to the Executive Director or designee within five

(5) working days of the meeting.

b. The Executive Director shall consider the recommendations and if disciplinary action proceeds, the employee may appeal the action by filing an appeal and request for arbitration in writing within fifteen (15) calendar days to the Administrative Services Deputy Director.

c. A letter of reprimand shall not be appealable, except the employee may have an administrative review of the reprimand by submitting a request in writing within seven (7) calendar days to the Administrative Services Deputy Director. The Deputy Director or designee will schedule a private meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Deputy Director or designee within seven (7) calendar days of the meeting. This Section shall not be subject to the Grievance or Discipline Appeal Hearing Procedure.

Such letter will be withdrawn from an employee's official personnel file eighteen (18) months from the date of issue provided there has not been additional formal discipline (greater than a reprimand) imposed during the eighteen (18) month period. If an additional written reprimand is issued within the eighteen (18) month period, then the original and subsequent reprimand(s) may not be removed until eighteen (18) month from the issuance of the last reprimand.

d. Probationary and temporary employees serve at the pleasure of the appointing authority and may be released from their positions at any time. Such releases shall not be considered disciplinary action and such released employees shall have no right of appeal.

e. Any employee released during the probationary period following promotion or transfer shall be reinstated at his/her former salary step to the classification from which he/she was promoted, provided he/she had completed the probationary period in that classification, and unless the reasons for his/her release would constitute just cause for dismissal from the Agency. Such dismissal shall be subject to the appeal provisions of this Section.

12.2 Discipline Appeal Hearing Procedure

a. This arbitration process shall be the exclusive procedure applicable to all regular employees who have completed the probationary period.

b. The term "parties" as used in this agreement are the Agency and the Union. If an individual employee covered by this agreement files an appeal of discipline, and the Union does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of the Union in the appeal process pursuant to this agreement, including but not limited to the cost of the arbitrator.

c. The fees of the arbitrator and the court reporter, if used, will be borne equally by the Agency and the Union.

d. The parties may participate in mediation in an attempt to settle the case before a hearing is scheduled with the arbitrator. Mediation shall be required if requested by either party and the parties will request a mediator from the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

e. After an appeal from discipline has been filed, the parties shall mutually select a qualified arbitrator. If the parties fail to select an arbitrator within ten (10) days after the appeal is filed, the parties shall prepare a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

f. The hearing shall be scheduled as expeditiously as possible upon the request of either

party. If the accepted arbitrator cannot hear the case within a mutually accepted time, but no later than ninety (90) days of selection, the parties may jointly request another list from the State Mediation and Conciliation Service.

g. The hearing shall be held at a mutually agreeable location which shall be determined by the parties. The Agency shall make available appropriate facilities for such hearings.

h. The hearing shall be recorded or, at the option of and with the agreement of the parties, reported by a court reporter. If one party requests a copy of the transcript, the requesting party shall pay the full cost. If the parties jointly request the transcript, the cost shall be shared equally.

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

j. The arbitrator shall prepare a written decision on the matter which shall be sent to the parties. The arbitrator's decision shall be final and binding.

k. The parties agree that any dispute of the arbitrator's decision shall be limited to the grounds specified in Section 1286.2 of the California Code of Civil Procedure.

12.3 Posting of Vacancies

a. Posting of Vacancies

- (1) Vacancies will be filled by lateral transfer, demotion, reemployment, reinstatement, or from a certified eligible list.
- (2) All regular positions shall be posted for a minimum of ten (10) working days if a certified eligibility list does not exist.
 - (a) If a certified eligibility list exists in that classification, the position shall be posted for a minimum of five (5) working days in order to provide for transfer or voluntary demotion.
 - (b) For purposes of applying for a transfer, a "request for a transfer" form must be on file no later than the close of a filing period.
- (3) All temporary positions shall be posted for a minimum of five (5) working days. For purposes of applying for a transfer, a "request for a transfer" form must be on file no later than the close of the filing period.
- (4) The posting period shall begin the day after the date of distribution of the job announcement.
- (5) Each job posting shall include the name of the position to be filled and the requirements of that position.
- (6) E-mail, courier runs, or faxing will be utilized for the distribution of the job announcements.
 - (a) E-mail and facsimile messages sent by Human Resources shall include each job vacancy and filing deadline.
 - (b) Courier Runs – Job announcements will be delivered to each site supervisor or designee by courier 2 days a week. Such announcements will be in specially marked envelopes, labeled "Posting". Such person shall also be responsible for immediately posting job announcements in the designated binder, clipboard or on the bulletin board.
- (7) The job line number shall be visibly posted at all times on the binder, clipboard, bulletin board and other appropriate areas.

b. Head Start Teacher Classification Vacancies

- (1) All vacancies for the Head Start Teacher series will be filled from a certified eligible list.
- (2) Upon the exhaustion of an existing eligible list, the Human Resources Department shall post a notice soliciting applications for the establishment of a new certified

eligible list.

(3) Once the certified eligible list is established, vacancies will be filled from that current list. No posting of future vacancies will occur until the then current eligible list has been exhausted.

c. Hiring Interview

(1) Employees on a certified eligible list, or qualified employees who have requested a lateral transfer pursuant to Section 12.3(a)(2), shall be interviewed and considered prior to any appointment being made by the Agency.

(2) Employees who fail to call or show up for a scheduled interview shall not be considered for the vacancy.

(3) At the discretion of the Appointing Authority or designee, hiring interviews may not be necessary when all candidates on the eligible list or those requesting lateral transfer pursuant to Section 12.3(a)(2) will be hired.

(4) Employees will be removed from the eligible list after declining a hiring interview three (3) times.

(5) Employees may decline the position and remain on the list.

d. Exhausting the List

(1) An eligible list will expire after one year or when exhausted. The Executive Director will approve exhaustion of the list. A list may be exhausted when:

(a) All candidates have been interviewed two (2) or more times but have not been hired; or

(b) The remaining candidates have declined the position; or

(c) The remaining candidates have moved, are unavailable or don't show up for the interview (without calling); or

(d) When there are less than three (3) scores remaining on an eligible list.

(2) The Administrative Services Deputy Director shall send a notice to the Union Business Agent and the Chapter President when there is intent to exhaust the list. The Union has five (5) working days upon receipt of the letter to discuss any concerns with the Deputy Director or designee before the Executive Director takes action to approve the exhaustion of the list.

e. Definitions

(1) Vacancy is defined as one less employee than funded positions.

(2) Lateral transfer is defined as follows:

(a) an employee who requests to transfer to a different department and who retains the same appointed classification; or

(b) an employee who promotes from within a classification series listed on Attachment C to a classification listed on the same attachment.

12.4 Transfers

a. Lateral

(1) When a regular vacancy occurs, employees currently holding regular status in that classification may request to be laterally transferred to such vacancy. A written transfer request, on a form provided by the Agency, must be filed with Human Resources prior to the closing date.

(2) When a regular vacancy occurs in one of the classifications listed in Attachment C, an employee holding status in the designated lower classification may also request a transfer to the designated higher classification. A written transfer request, on a form provided by the Agency, must be filed with Human Resources prior to the closing date.

(3) Transfer requests, submitted pursuant to subsection (1) and (2) above, shall be valid through December 31 of the calendar year during which it was filed.

(4) Employees on initial probation shall not be eligible for transfer.

b. Involuntary Within the Same Classification

Whenever possible, the Agency will provide notice of transfer as soon as practicable before the implementation date; this allows the employee time to transition from the assignment smoothly and to insure that the workload is current for his/her successor; and the normal minimum time for formal notice of such transfers will be ten (10) work days written notice prior to a permanent involuntary transfer within the same classification, except temporary involuntary transfers due to emergency situations and/or business necessity shall not be subject to the ten (10) work days notice requirement. The Agency will not intentionally use temporary involuntary transfer to circumvent the notice requirement.

12.5 Employee Personnel Records

a. Employee personnel records shall be subject to inspection only by the employee concerned and authorized Agency personnel except as otherwise provided by law. An employee shall be entitled to make an appointment for and review his/her personnel records at Human Resources for a reasonable time during Human Resources hours. Such appointments may be scheduled during working hours with the advance approval of the employee's supervisor. No persons shall be allowed other than those stated in this Section, to inspect an employee's personnel record without the express written authorization of the employee.

b. The employee's signing of any detrimental or adverse document or materials to be placed in the employee's personnel record will not indicate an agreement by the employee as to the contents of the document or materials. Such signing does indicate the employee has had an opportunity to review the detrimental or adverse document or material.

However, the employee may submit a written rebuttal to be placed in his/her personnel record to such a detrimental or adverse document or material. Such rebuttal shall constitute and remain a part of the employee's personnel record.

c. Upon request, an employee or his/her expressly authorized representative shall be given a copy of any written material which is part of his/her personnel records.

d. An employee will be provided with a copy of all documents, such as performance appraisals, disciplinary letters, or letters of commendation, before they are placed into the official personnel file.

12.6 Performance Evaluations

a. The Agency shall have the right to evaluate the performance of employees. Evaluations will measure the standards of successful performance which must be met to qualify for completion of probation, step increases, consideration for appointment to a higher classification, and to give notice of deficiencies in performance that may subject an employee to disciplinary action. Failure to complete a performance evaluation shall not be the basis for denial of a step increase.

b. Employees shall be informed in a timely fashion of their conduct which may negatively impact their performance appraisal.

c. Probationary employees shall be evaluated at least once every two (2) months during probation. Non-probationary regular employees shall be evaluated annually, during the month of their anniversary dates.

d. Any regular employee receiving a performance evaluation about which he/she disagrees may, within thirty (30) calendar days from the date of the evaluation, write a rebuttal statement for attachment to the evaluation and informally appeal to the supervisor of the reviewer, but in no case higher than the Executive Director. Regular employees may be evaluated more frequently than annually as determined by the appointing authority. This subsection shall not be subject to the grievance and arbitration procedure, however if a Step is withheld based on the evaluation, it may be raised in an appeal of the Step withholding.

e. Temporary employees may also be evaluated, as determined by the appointing authority.

12.7 Position Reallocation/Reclassification

A supervisor may request that the Agency conduct a reallocation or reclassification study of an individual employee or group of employees' positions. The criteria for determining reallocation or reclassification shall be:

a. The employee performs eighty percent (80%) or more of the time at an identified higher level classification (reclassification); or

b. The duties of the position have continually evolved over a period of time while occupied by the incumbent, and have become significantly broader in scope or more difficult and complex (reallocation).

If the request is denied by the Agency, the supervisor shall be informed in writing within ten (10) working days. The supervisor may resubmit the position reallocation/reclassification request no sooner than one year from the date of denial.

12.8 Probationary Period

a. The probationary period is an extension of the testing and hiring process. A regular employee shall serve a probationary period of six (6) months in the classification. A probationary period shall be extended for all hours of unpaid leave if the employee is absent without pay on a cumulative basis during the probationary period in excess of the employee's scheduled weekly hours.

b. Probationary employees shall be entitled to all the rights and privileges of this Agreement unless otherwise provided herein, except that their termination, for any reason, shall not be subject to the grievance and arbitration process. Upon the completion of the initial probationary period, the employee's seniority shall relate back to the date of hire.

c. Employees may be released from probation at any time during the probationary period and there shall be no appeal available for such probationary release.

12.9 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 twenty-one (21) 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 Agreement.

ARTICLE 13 Seniority and Layoff

13.1 Seniority

Seniority, for purposes of layoff, reduced work schedule, demotion, or reemployment, shall be determined by total continuous service in the employee's current classification since the employee's most recent date of appointment. The seniority list shall include all regular employees. Where classification seniority is equal, the employee with the greatest total continuous Agency service in all classifications shall be senior.

13.2 Seniority List

The Agency shall prepare and maintain a seniority list which shall show the name, classification, classification seniority date and Agency service seniority date of all employees covered by this Agreement. The Union shall be given two (2) copies of a current seniority list every twelve (12) months, and more frequently if the Agency produces one or upon request by the Union.

13.3 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 or reduce their work schedule, the order of separations or reduced hours within each classification affected by the layoff shall be based on seniority.

b. Temporary employees in the classification involved shall be separated prior to probationary or regular employees.

c. Probationary employees who are serving their initial probation shall next be laid off without regard to seniority.

d. A probationary employee who has previously completed a regular probationary period shall be laid off next and shall have the right to return to the classification from which promoted. Seniority accrued during the probationary period shall be applied to the classification from which the employee promoted.

e. Regular employees shall be laid off in the reverse order of seniority. A regular employee scheduled for layoff shall have the right to demote to a classification with a salary range no higher than the classification from which demoted and in which he/she formerly held regular status or to a lower classification in the current classification series, provided however that the demoting employee has classification seniority over a displaced employee. Seniority over the displaced employee shall include time in the classification to which demoted and time in any higher classification in the series. If employees are also being laid off in the classification to which the employee has a right to demote, or requests to demote, his/her seniority in the lower classification shall be determined pursuant to the displacement seniority defined above.

f. Reduced Work Schedule

In the event of a reduced work schedule, the Agency shall provide a proposed list of the affected classifications and employee(s) to the Union, at least forty-five (45) calendar days prior to the effective date of the reduced work schedule. All affected employees shall be notified at least fourteen (14) calendar days prior to the effective date.

All affected employee(s) shall be notified of the pending event by certified mail, return receipt requested. Such notice shall be mailed to the employees address currently on file in the Human Resources Department and shall be deemed appropriate notice.

In the event of a reduced work schedule, the Agency shall determine which classifications or departments are to be affected. In the event all employees are not affected, the Agency shall reduce the work schedules of the least senior employees in each classification affected, unless a more senior employee(s) volunteers.

13.4 Notice of Layoff

In the event of layoff, the Agency shall send a proposed layoff notice to all affected classifications and employee(s) forty-five (45) days prior to the projected layoff date. The final layoff notice shall be sent by certified mail, return receipt requested, personal delivery, or accompanied with the employee's paycheck. Such notice shall be postmarked or delivered at least fourteen (14) calendar days in advance of the effective date of layoff. If mailed, such layoff notice shall be sent to the employee's address currently on file in the Fiscal Department and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on worker's compensation status on the date of the layoff notice shall not be laid off or demoted until the employee returns to work; except that the effective date for reemployment purposes shall be the date of actual layoff as stated in the layoff notice.

13.5 Reemployment

a. The names of employees with regular status who are laid off shall be placed on a reemployment list which shall be used to make appointments in the classification and Division from which they were laid off in preference to all other eligible lists. When such a vacancy is to be filled, persons shall be offered appointments from a reemployment list as follows:

- (1) The person with greatest seniority on the reemployment list for the classification shall be offered an appointment. The offer of appointment shall be made by certified mail to the person's last address of record.
- (2) When a vacancy exists and employees are to be reemployed, notice of the opening(s) shall be sent to the mailing address as shown on Human Resources records unless a more recent address has been furnished, in writing, by the laid off/demoted employee. To expedite reemployment, more than one employee may be notified of an opening. This reemployment notice shall be by certified mail, return receipt requested, and the employee shall have fourteen (14) calendar days to report to work from the date of receipt of the reemployment notice. If said employee fails to report to work within fourteen (14) calendar days, he/she will lose all reemployment rights. An employee who has been laid off shall be required to meet the qualifications of the classification to which he/she is reemployed.
- (3) If the person offered the appointment is temporarily medically incapacitated or if the appointment presents substantial hardship, the appointment may be waived without affecting his/her position on the reemployment list, at the discretion of the employer, which shall not be unreasonably denied. Once the employee waives their rights to an open position, the waiver, on that position only, is irrevocable.

b. At the discretion of the Executive Director or appointing authority, a reemployment list may be used to make appointments in the classification involved in any Agency Division. In such a case, appointments shall be made from among the top three (3) persons in that classification who are on a reemployment list and available for appointment.

c. The names of persons included on reemployment lists shall be removed two years after the effective date of layoff.

13.6 Inapplicability

This Article shall be inapplicable to temporary layoff of employees in the Head Start Division, except for the seniority and seniority list provisions.

ARTICLE 14 Head Start Division

14.1 Temporary Layoffs of Head Start Employees

Regular employees assigned to the Agency's Head Start Division are subject to temporary layoff from time to time during the year to coincide with the reductions in school activities. Such temporary layoff periods, as determined by the appointing authority, shall be subject to the following conditions:

a. Whenever temporary layoffs become necessary, the Agency will consider those employees in the affected classification(s) who volunteer for layoff first. Volunteers may be laid off beginning with the employee(s) with the most classification seniority. If there are no volunteers, temporary layoffs shall be made in reverse classification seniority order within the Division with the least senior employee in each classification being laid off first and reemployed last. The temporary layoff period for Head Start programs or sites shall be considered to have the same effective date when the actual layoff dates or recall dates occur within a thirty (30) day period.

b. When the Agency elects to increase the length of service provided, affected positions shall be filled by classification seniority.

c. The appointing authority will give employees a proposed notice of forty-five (45) calendar days notice and a minimum of fourteen (14) calendar days advance final legal notice of layoff in writing. This notice shall also include the projected date of reemployment.

d. An employee on layoff who does not respond to reemployment either by reporting to work as directed or requesting and being granted a different reporting date shall be deemed to have resigned his/her position.

14.2 Head Start Substitute

In the event the Deputy Director, Children, and Family Services or designee requires a Head Start Associate Teacher, Teacher or other trained staff to substitute for an absent Head Start Teacher, EHS Educator or Site Supervisor, such employee shall receive five percent (5%) or Step A, whichever is greater, of the higher classification's hourly rate for each required hour of substitute work.

ARTICLE 15 Miscellaneous

15.1 Discrimination Clause

a. The Agency and the Union agree not to unlawfully discriminate against any employee and/or member on the basis of age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, political affiliation, Union membership or activity, or handicap.

b. Nothing in this Section shall be construed to extend benefits to any person.

15.2 Savings Clause

If any part of this Agreement is found to be illegal, such illegality shall not in any way invalidate any other part of this Agreement.

15.3 Strikes and Lockouts

a. For the duration of this Agreement the Union and its members agree that it shall not call, sanction or engage in any strike, slowdown, suspension or stoppage of work activity, and the Agency agrees that it shall not cause or engage in any lockout.

b. Further, the Agency shall have the right to deny all usage of sick leave by any employee where the Executive Director has reasonable cause to believe the sick leave usage is related to a

sickout or any other form of concerted activity. However, at the discretion of the Executive Director, an employee may be granted the use of sick leave on a case-by-case basis.

15.4 Contracting Out

a. The Agency shall not contract out for goods and services performed by bargaining unit employees which will result in any regular employee being laid off without prior consultation with the Union concerning the impact on the terms and conditions of employment of employees covered by this Agreement.

b. Any layoffs resulting from the Agency's action shall be made pursuant to the layoff provisions of this Agreement.

15.5 Video Display Terminals

a. Except for Agency emergencies, employees assigned to video display terminals (VDTS) shall be provided with alternate work so they will not be required to work continuously on such terminals more than sixty (60) consecutive minutes. This provision is not intended to provide for additional break periods.

b. Upon request, the Agency may consider an alternate work assignment for a pregnant employee who operates a VDT with cathode ray tubes. Such assignment may include the duties and responsibilities of any established classification or other work. In no case shall the employee be entitled to a higher rate of pay due to such assignment.

15.6 Drug/Alcohol Policy

The parties agree that employees represented by this Agreement shall be free from the influence of drugs and/or alcohol while at work. The Agency's Drug/Alcohol Policy will be adhered to by such employees.

15.7 Dress and Grooming Code

In the event the Agency decides to establish an employee dress and grooming code during the term of the Agreement, the Agency shall meet and confer with the Union regarding the impact of that decision prior to implementation.

15.8 Labor/Management Committee

To facilitate communications between the parties and to promote a climate conducive to constructive employee relations, a joint Labor/Management Committee shall be established. The responsibility of the Committee will consist of labor relations matters not covered by this Agreement including affirmative action and safety issues. The Committee shall consist of one (1) representative from each unit, the Chapter President of the Union and the Business Agent, and four (4) department representatives and a labor representative for the Agency. The Committee will meet on a monthly basis with the parties submitting items for the proposed agenda at least one week prior to the monthly meeting date. Employee members shall suffer no loss of compensation during official meetings of the Labor/Management Committee.

15.9 School Duty

Employees shall be allowed to utilize vacation, CTO, floating holidays, or leave without pay, not to exceed forty (40) hours in any calendar year, for the purposes of providing assistance in the classroom. This shall include attending parent-teacher conferences or other school functions.

15.10 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 ten (10) days notice to the employee based on lack of need for bilingual services.

15.11 Wellness Incentive Program

a. The Agency shall establish a Wellness Incentive Program. Eligible full-time regular employees who use twelve (12) hours or less of sick leave in pay periods #1 through #13 of any year shall receive a wellness certificate enabling them to take eight (8) hours off with pay during the following six (6) month period. Eligible full-time employees who use twelve (12) hours or less of sick leave in pay periods #14 through #26 of any year shall receive a certificate enabling them to take eight (8) hours off with pay during the following six (6) month period. The certificate shall have no monetary value. The approval for use of the eight (8) hours of paid time off for employees who have earned a wellness certificate shall not be arbitrarily or capriciously denied.

b. Regular employees must be continuously on Agency payroll and eligible to earn and use sick leave during the entire 26-week period from pay period #1 through #13 and from pay period #14 through #26. Any employee on an unpaid leave of absence during a portion of the designated 26-week period is excluded for that time period. Any employee during the designated 26-week period who receives pay pursuant to Labor Code Section 4850 or who receives SDI integration pursuant to Section 10.4 or who selects the disability leave option pursuant to Section 9.6, is excluded from participation for that time period. Any employee who was temporary and transferred to a permanent position during the designated 26-week time period is excluded for that time period. Time off for employee illness, including FMLA leave for the employee (FMLA for family member(s) is excluded), and catastrophic leave, whether claimed as sick leave or any other paid leave shall be applied to the sick leave hours used in the given period.

c. Part-time regular employees who work forty (40) or more hours per pay period shall be eligible to participate in the Wellness Incentive Program. The same eligibility rules as outlined in Subsection b. above shall apply. However, the maximum amount of sick leave allowed for a part-time employee to use in pay periods #1 through #13, or in pay periods #14 through #26 shall be prorated. This means for a half-time employee, the maximum sick leave that may be used is six (6) hours; for a four-fifths employee, the maximum would be 9.6 hours. The amount of time off received by the qualifying part-time employee shall also be prorated. This means a half-time employee would receive a certificate for four (4) hours time off, and a four-fifths employee would receive a certificate for 6.4 hours time off.

15.12 Term

a. This Agreement shall remain in full force and effect from October 3, 2013 to and including June 30, 2016.

b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

Dated: October 3, 2013

United SETA Employees, American Federation
of State, County, and Municipal Employees
(AFSCME), Local 146, AFL-CIO

Sacramento Employment and Training Agency

Karmen Lee Ortloff
Chief Negotiator

Dee Contreras
Chief Negotiator

Patricia Marshall
SETA Chapter President

Kathy Kossick
Executive Director

Jessica Rainey
SETA Chapter Vice-President

Rod Nishi
Negotiating Committee Member

Shondell Pearson
SETA Chapter Secretary

Denise Lee
Negotiating Committee Member

Lynda de la Mora
Negotiating Committee Member

Robin Purdy
Negotiating Committee Member

Alma Hawkins
Negotiating Committee Member

Bill Walker
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Angela Lloyd
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Roy Kim
Negotiating Committee Member

Belinda Malone
Negotiating Committee Member

Jeanie Ross
Negotiating Committee Member

Donald Schmidt
Negotiating Committee Member

Afiya Simpson
Negotiating Committee Member

Judy Weber
Negotiating Committee Member

ATTACHMENT A: Head Start Unit Job Classifications

Associate Teacher Tier I, II, III
Associate Teacher/Infant Toddler
CFS Quality Assurance Analyst
Early Head Start Educator
Family Services Worker I, II, III
Head Start Child Care Teacher Assistant
Head Start Cook/Driver
Head Start Coordinator (Health) (Non-Sup) Tier I, II, III, IV
Head Start Coordinator (Health/Mental Health)
Head Start Coordinator (Social Services/Parent) (Non-Sup)
Head Start Courier/Maintenance
Head Start Education Specialist (Non-Sup)
Head Start Education/Special Education Specialist (Non-Sup)
Head Start Facilities Analyst
Head Start Family Placement Worker
Head Start Head Cook
Head Start Health/Nutrition Specialist
Head Start Home Visitor
Head Start Nutrition Specialist (SOP) (Non-Sup)
Head Start Parent Intern
Head Start Resource Teacher/CDA Advisor
Head Start Social Services Specialist (Non-Sup) Tier I, II, III
Head Start Social Services/Parent Involvement Specialist (Non-Sup)
Head Start Special Education Field Technician
Head Start Speech Therapist
Head Start Teacher
Head Start Teacher One
Head Start Typist Clerk II, III
Program Analyst

ATTACHMENT B: Head Start Wage Schedule

Title	Step A	Step B	Step C	Step D	Step E
Associate Teacher/Infant Toddler	12.69	13.33	13.99	14.71	15.44
Associate Teacher Tier I	10.26	10.76	11.31	11.88	12.47
Associate Teacher Tier II	11.29	11.85	12.44	13.06	13.71
Associate Teacher Tier III	12.38	13.00	13.65	14.35	15.06
CFS Quality Assurance Analyst	19.26	20.23	21.25	22.30	23.42
Early Head Start Educator	18.30	19.21	20.18	21.19	22.24
Family Services Worker I	13.98	14.69	15.42	16.18	16.98
Family Services Worker II	14.68	15.41	16.18	16.99	17.84
Family Services Worker III	15.41	16.18	16.99	17.84	18.73
Head Start Childcare Teacher Assistant	8.95	9.40	9.87	10.35	10.88
Head Start Cook Driver	13.40	14.08	14.78	15.54	16.30
Head Start Coordinator (Health) Tier I	21.89	22.99	24.14	25.35	26.61
Head Start Coordinator (Health) Tier II	22.99	24.14	25.35	26.61	27.95
Head Start Coordinator (Health) Tier III	24.14	25.35	26.61	27.95	29.34
Head Start Coordinator (Health) Tier IV	25.35	26.61	27.95	29.34	30.80
Head Start Coordinator (Health/Mental Health)	21.89	22.99	24.14	25.35	26.61
Head Start Coordinator (Social Services/Parent Involvement)	22.43	23.55	24.73	25.96	27.25
Head Start Courier/Maintenance	15.41	16.17	16.97	17.83	18.71
Head Start Education Specialist	19.26	20.23	21.25	22.30	23.42
Head Start Education/Special Education Specialist	19.26	20.23	21.25	22.30	23.42
Head Start Facilities Analyst	15.41	16.22	16.97	17.83	18.71
Head Start Family Placement Worker	13.98	14.69	15.42	16.18	16.98
Head Start Head Cook	16.61	17.45	18.32	19.24	20.20
Head Start Health/Nutrition Specialist	19.26	20.23	21.25	22.30	23.42
Head Start Home Visitor	18.30	19.21	20.18	21.19	22.24
Head Start Nutrition Specialist (SOP)	19.26	20.23	21.25	22.30	23.42
Head Start Parent Intern	8.57	8.99	9.45	9.94	10.43
Head Start Resource Teacher/CDA Advisor	19.26	20.23	21.25	22.30	23.42
Head Start Social Services Specialist Tier I	19.26	20.23	21.25	22.30	23.42
Head Start Social Services Specialist Tier II	20.23	21.25	22.30	23.42	24.60
Head Start Social Services Specialist Tier III	21.25	22.30	23.42	24.60	25.83
Head Start Social Services/Parent Involvement Specialist	19.26	20.23	21.25	22.30	23.42
Head Start Special Education Field Technician	15.07	15.80	16.61	17.45	18.32
Head Start Speech Therapist	21.89	22.99	24.14	25.35	26.61
Head Start Teacher	18.30	19.21	20.18	21.19	22.24
Head Start Teacher One	12.38	13.00	13.65	14.35	15.06
Head Start Teacher -Educator Incentive EI	18.76	19.69	20.68	21.72	22.80
Head Start Typist Clerk II	12.94	13.57	14.24	14.96	15.71
Head Start Typist Clerk III	15.41	16.17	16.97	17.83	18.71
Program Analyst	19.75	20.74	21.77	22.85	24.01

ATTACHMENT C: Series Classifications

Accountant I, II

Head Start Typist Clerk I, II

Information Technology Engineering Analyst I, II

Typist Clerk I, II, III