

Sacramento County Administrative Unit

2014-18 non-salary contract changes

Contract Section	Title	Summary of Change
Art II	Association Rights	<ul style="list-style-type: none"> <li>-electronic dues to be implemented later</li> <li>-amends vote on agency shop term to last year of agreement</li> <li>-Eliminates LM2 requirement and replaces w/financial statement</li> </ul>
6.1 (new)	Hours of Work	<ul style="list-style-type: none"> <li>-Defines normal hours of work at 8 hrs day/5 days week</li> <li>-Includes allowance of flex time for non FLSA ee's at ER's discretion</li> </ul>
6.2 (new)	Overtime	Defines overtime in the unit & moves straight time CTO classes to straight CTO or cash (ER discretion w/consideration of EE choice)
6.8 (new)	Standby/Callback	Provides 2 hours of straight pay for every 8 hours on standby; minimum two hour OT pay when physical recalled to work; facilities mgmt. at DHHS/DHA/DCSS not on standby but who serve as facilities contact receive 2 hours minimum at OT rate when responding to off hours emergency
6.9 (new)	Change in Hours/Location	Provides 14 days notice prior to permanent location or hours change; allows for extension due to hardships
7.8 (new)	Night Shift	Provides a 5% differential to AOO's where half of

		regular work period is before 8am or after 5pm
7.9 (new)	Mental Health Facility Differential	Provides at 5% differential to regular, full-time ee's assigned to SMHTC.
7.10 (new)	Masters' Degree	Provides a 2.5% differential for employees with MBA or MPA
9.5	Family Death Leave	Includes great grandparent and great grandchild
9.7	Administrative Leave	Provides 64 hours of admin leave for full-time ee's in unit at time of ratification; no cash value; expires at term
9.8 (new)	Voluntary Poll Workers Programs	Codifies eligibility for existing program
9.9 (new)	Catastrophic Leave	Codifies eligible for existing program
10.11 (new)	Healthcare Reopener	Allows for the contract to be reopened one time in order to enact benefit changes to tiers, plan offerings, costs and change required by the law.
11.5 (new)	Retirement Contributions	Increase contributions in ¼ increments to achieve 50% cost sharing of normal costs
11.6 (new)	Retirement Misc Tier 5	Add new statutory retirement tier
14.4 (new)	Mileage Reimbursement	Codifies employees' entitlement to mileage reimbursement
14.5 (new)	Transit Subsidy	Codifies entitlement and increases monthly subsidy from \$65 to \$75
14.6 (new)	Boot Allowance	Provides for reimbursement of up to \$250 annually where an employee is required to wear safety boots
14.7 (new)	Time Off for Promotional Exams	Provides that employees may participate in promotional exams

		scheduled during working hours.
14.8 (new)	Tuition Reimbursement	Codifies eligibility for tuition reimbursement and increases from 1200 to 1500.
15.1	Term	4 year term from 2013-17
LOU	Reemployment List	County to provide association with any reemployment list for the unit in January of each year
LOU	Union Bank Release	Association and County agree to meet over the establishment of a union funded release bank
LOU	Salary Benchmarks and Relationships Reopener	Provides for the parties to reopen contract for the purpose of discussing salary benchmarks and relationships
LOU	Posting of Vacancies at DHHS and DHA	Requires the department to post opening on announcement bulletin prior to filling position

### Salary Adjustments

- FY 14/15: 2-4% CPI Adjustment + 2.0% restoration
- FY 15/16: 2-4% CPI Adjustment + 1.9% restoration
- FY 16/17: 4% salary adjustment + 1.0% restoration
- FY 17/18: 2-5% salary adjustment

**SACRAMENTO COUNTY COUNTER PROPOSAL  
TO  
SACRAMENTO COUNTY ADMINISTRATIVE PROFESSIONAL  
ASSOCIATION ARTICLE II PROPOSAL**

**ARTICLE II  
ASSOCIATION RIGHTS**

**2.1 ASSOCIATION SECURITY**

a. It is the intent of this section to provide for payroll deductions of SCAPA members to be deducted from their warrants insofar as permitted by law. The County agrees to deduct and transmit to the SCAPA all authorized deductions from all SCAPA members within the foregoing units who have signed an approved authorization card or cards for such deductions in a form agreed upon by the County and SCAPA.

- b. (1) The written authorization for dues deductions shall remain in full force and effect, during the life of this Memorandum between the County and SCAPA, unless canceled in writing by the employee and received by SCAPA between the hours of 8 a.m. and 5 p.m. within one week of the last working day of the fiscal year (June 30).
- (2) The written authorization for approved insurance and benefit programs and the amount of dues deducted from SCAPA members' warrants shall be changed by the County upon written request of the SCAPA.
- (3) SCAPA agrees to indemnify, defend and hold the County harmless against any claims made of any nature and against any suit instituted against the County arising from its check-off for the dues, insurance or benefit programs of the SCAPA.

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

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

e. County agrees to deduct and transmit to the treasurer of Association dues in uniform amounts from all Association members within the foregoing units who have

signed an authorization card for such deduction in a form approved by County. During the term of this Agreement, the parties agree that dues payments will be converted to electronic transfer.

## **2.2 ASSOCIATION NOTICES AND MEETINGS**

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

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

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

d. SCAPA shall also have the right to incidental use of the County's inter-office mail, e-mail system and FAX equipment for the purpose of communication with an individual member in the bargaining unit. Such incidental use shall not include mass distribution of Association materials or announcements or other use inconsistent with the County's Information Technology Policies.

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

## **2.3 ASSOCIATION REPRESENTATION**

a. County recognizes and agrees to deal with designated stewards and representatives of SCAPA in all matters relating to grievances and the interpretation of this Agreement.

b. A written list of the officers and stewards of SCAPA shall be furnished to County promptly after their designation and SCAPA shall notify County promptly of any

changes of such officers or stewards. Those officers or stewards shall not be recognized by County until such lists or changes thereto are received.

c. SCAPA may designate up to six (6) stewards. The assignment of these stewards, regarding location and specific group representation, shall be determined by SCAPA. SCAPA shall notify County, in writing, immediately after stewards are designated and assigned and shall notify County of any subsequent changes. Stewards shall not be recognized by County until such lists or changes thereto are received.

d. Upon request of the aggrieved employee, a steward or officer of SCAPA may investigate the specified grievance provided it is in his/her assigned area of responsibility and assist in its presentation. He/she shall be allowed a reasonable time (not to exceed eight [8] hours in any pay period) for this purpose during working hours without loss of pay, subject to prior notification and approval by his/her immediate supervisor. Such notification shall be in writing on a form prescribed by County, which form will state the amount of time spent for the purpose. The assignment of more than one (1) steward or officer who is an employee to handle a grievance shall be subject to prior approval of the County Executive or his/her representative and approval shall not be unreasonably delayed or withheld. Stewards or officers of the Association will be permitted time off without loss of pay only if they are full-time employees.

## **2.4 EMPLOYEE TIME OFF TO MEET**

Following guidelines negotiated with the County Executive, a reasonable number of employees may be designated by SCAPA as official representatives. With reasonable advance notice to their respective supervisors, such representatives may meet and confer on County time with representatives of the County on matters within the scope of representation, provided that in the event of emergency they may be kept on the job, in which case the supervisor shall so notify the appointing authority and the appointing authority shall notify the County Executive.

## **2.5 AGENCY SHOP ELECTION**

An agency shop ~~shall be~~ has been implemented in the Administrative Services Unit only after certification of a secret ballot election, conducted by the California State Mediation and Conciliation Service, in which a simple majority of those voting vote to implement an agency shop. ~~Such election shall be held as soon as is administratively feasible.~~

a. An election to implement the provision of this section shall not prohibit or restrict an election to rescind this provision as provided by Section 3502.5 of the Government Code. Petitions for rescission of agency shop may only be submitted the first forty-five days of the calendar year in which the labor agreement expires.

- b. The Association and the County mutually agree that the election provided for in Subsection b. of Section 3502.5 of the Government Code:
  - (1) Shall be determined by a simple majority of those voting; and
  - (2) Shall be conducted following election security procedures that apply to the conduct of employee representation elections that are subject to Chapter 2.79 of the Sacramento County Code.
- c. All employees in classifications included in the Administrative Services Unit, on a date thirty (30) days prior to the holding of the election, shall be eligible to vote in such election.

## **2.6 AGENCY SHOP CONDITION OF EMPLOYMENT**

Subject to Section 2.5, all employees in the representation unit shall, as a condition of continued employment, beginning with the second full pay period after notice is given to employees in accordance with Section 2.10 and until the termination of the Agreement, either:

- a. Become a member of the Association; or
- b. Pay to the Association a fair share fee for services rendered by the Association in an amount equal to the monthly periodic dues of the regular membership, less costs which are not related to the administration of this Agreement and the representation of employees, but in no event to exceed 90% of the regular membership dues, provided, however, that each employee will have available to him/her membership in the Association on the same terms and conditions as are available to every other member of the Association; or
- c.
  - (1) Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment by signing a form provided by the County declaring such religious objections, which will remain valid during term of the Agreement; and
  - (2) Pay a sum equal to the agency fee described in Section 2.6-b. to a non-religious, non-labor charitable fund chosen by the employee from those charities listed within the County Employee Giving Campaign. The employee shall furnish written proof to the County and the Association that this contribution has been made.

- d. Any solicitations or representations made to employees for the purposes of the Association membership or payment of fair share fees shall clearly state that such membership or requirements for fair share fee relate solely to the Association and to no other organization.

## **2.7 SEPARATION FROM UNIT EXCEPTION**

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

## **2.8 FAIR SHARE SERVICE FEE DETERMINATION AND DISCLOSURE**

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

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

## **2.9 EXPENDITURES NOT INCLUDEABLE IN DETERMINATION OF THE FAIR SHARE FEE**

a. Under no circumstances shall expenditures for the following purposes and activities be included in any way in the calculation or determination of the fair share fee:

- (1) Lobbying or other political activity, including support for individual candidates or political parties.



- (2) Organizing and recruiting activities outside of the Administrative Services Unit.
- (3) Payments to affiliates, except for payments for activities under Section 2.8 above.
- (4) Social activities.
- (5) Charitable and philanthropic activities.
- (6) Insurance and other benefit programs.
- (7) Any strike or concerted activity fund.

b. Costs other than those described in Section 2.8 above shall not be considered when making a determination of the fair share service fee of non-members.

## **2.10 FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE**

Within sixty (60) calendar days after the end of its fiscal year, the Association shall mail to the County and to each employee within the bargaining unit a "Fair Share Fee Explanation and Notice of Right to Challenge." Such notice shall also be given to all new employees hired into the unit prior to the solicitation or collection of any membership dues or fair share fees. Such notice shall include:

- a. An accounting prepared and signed by an auditor, who is a certified public accountant for the overall purpose of providing an itemization of the expenditures of the Association in detail necessary for an employee to be able to reasonably determine what portion of regular membership dues would be allocable to the cost of negotiation and contract administration as defined in Section 2.8 above.
  - (1) The accounting will utilize data from the prior fiscal year and shall include the following information:
    - (a) A breakdown of the Association's actual revenue by source.
    - (b) A breakdown of each major category within the Association's budget and indicating the actual expenditures within each category including the portion of each category allocable to the costs of negotiation and contract administration as defined in Section 2.8.
    - (c) Where the Association expenditures are for employee

compensation, the auditor shall determine what portion of the employee's salary is clearly allocated to the actual negotiation and contract administration as defined in Section 2.8.

- (d) The auditor shall prepare a statement itemizing which of the Association expenditures are clearly allocated to negotiation and contract administration as defined in Section 2.8 and which expenditures are not so allocated.
  - (e) The auditor shall then calculate the proportion of dues which are clearly allocable to negotiation and contract administration as defined in Section 2.8, expressed as a percentage of regular membership dues.
- (2) To enable the auditor to prepare the accounting, the Association shall provide the auditor access to all records reasonably necessary for such preparation including a record of the employee's activities in sufficient detail to enable the auditor to make the necessary determination in Subsection a. above. In the event that payments are made to any other organization, the auditor shall be provided access to such organizations' records when reasonably necessary to prepare the above accounting.
- b. The amount of the fair share service fee shall not exceed the proportion of dues calculated in Section 2.10-a.(1)(e) above.
- c. Instructions on filing a challenge to the amount of the fair share service fee with the Association:
- (1) Non-members who wish to challenge collection of the fair share fee because the amount identified contains expenditures for activities not within the definition of Section 2.8, or because the procedures set forth herein have not been complied with, must file "Fair Share Fee Challenge Petition" with the Association and a copy to the County.
  - (2) The petition shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures or procedures being challenged. The petition must include the name, address, and social security number of the challenger. Such petition must be submitted no later than thirty (30) days after the postmark of the Fair Share Fee Explanation and Notice of Right to Challenge for such petition to be valid.

- (3) During the pendency of the challenge, the amount of the fair share fee reasonably in dispute shall be placed in an escrow account established by the Association.
- (4) The dispute described in the challenge petition shall be heard by the Association within thirty (30) calendar days after the closing of the challenge period referenced in this section. If the written response of the Association is not satisfactory to the employee, such employee shall have the right to refer the matter to binding arbitration in accordance with procedures established by the Association.
- (5) The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.
- (6) The costs of the arbitration shall be borne by the Association.
- (7) At the Association's sole discretion, the hearing of all appropriately submitted and valid challenge petitions may be consolidated into one (1) arbitration.

## **2.11 FAILURE TO PROVIDE FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE**

Should the Association fail to provide the information needed for the annual accounting required by Section 2.10-a.(2), or fail to provide to each employee and to the County the required annual Fair Share Fee Explanation and Notice of Right to Challenge set forth above within the required sixty (60) days after the end of its fiscal year, the County shall have the right to give the Association two (2) pay periods notice to provide the required notice. If the Association fails to provide the required notice by the expiration of the two (2) pay periods, then the County shall make no further payroll deductions of any kind on behalf of the Association (dues, fair share fees, insurance, et cetera) until such time as the Association provides the required notice.

## **2.12 LABOR ORGANIZATION ANNUAL REPORT**

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

## **2.13 FAILURE TO FILE LABOR ORGANIZATION ANNUAL REPORTS**

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

## **2.14 JUST CAUSE FOR TERMINATION**

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

## **2.15 PROCEDURE FOR FAIR SHARE TERMINATION**

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

- a. The Association shall notify the employee (a copy to the appointing authority) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering a fair share service fee, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, the Association will request that the employee be terminated as provided in this section.
- b. If the employee fails to comply, the Association shall file with the appointing authority, in writing, proof of compliance with Subsection a., the specific charges, and a demand that the employee be terminated. The charges shall include:
  - (1) A statement that it is proposed that the employee be discharged from employment;
  - (2) A statement of the cause of the proposed discharge of the employee;
  - (3) A statement in ordinary and concise language of all specified facts or omissions upon which the cause is based;
  - (4) A copy of the Association documents relevant to the proposed action or a statement advising the employee and his/her appointing

authority of the time and place where he/she may have access to such documents.

- c. In the case of a regular employee, the appointing authority shall serve a copy of the written charges upon the employee either personally or by certified mail, return receipt requested. The appointing authority shall give written notice to the Association and the employee of the scheduled date of a hearing by the appointing authority.
- d. In the case of a temporary employee, the notice and copy of charges shall constitute a final termination notice. A hearing shall be held only if requested in writing within ten (10) days of the service or mailing of the notice and charges.
- e. The parties to the hearing shall be the Association and the employee.
- f. The appointing authority shall determine whether the Association has established cause to terminate the employee because of the violation of this section. If the appointing authority determines that there is cause for termination of the employee, the appointing authority shall terminate said employees within ten (10) days after making such determination. A permanent employee may appeal the order of termination through the discipline arbitration procedure (Article XII of this Agreement).
- g. The Association shall bear all costs of terminating the employee, including all costs of the County in defending any appeal of an employee from the County's termination of such employee for failure to pay a fair share service fee. Such reimbursed costs shall not include payment of the attorney selected by the County to prosecute and defend the termination action.
- h. This provision shall be controlling for this section only. The hearing cost provisions in Sections 5.16 and 12.19 of this Agreement are exclusive to their respective articles.