

**2022 NEGOTIATIONS  
SACRAMENTO COUNTY PROPOSAL NO. 3  
TO  
SACRAMENTO COUNTY MANAGEMENT ASSOCIATION**

*Amend Section 7.5as follows:*

**7.5 SPECIAL COMPENSATION AND DIFFERENTIAL COMPENSATION**

Sections 43, 44, and 45 of the County Personnel Ordinance and the County Code provisions for Deferred Compensation Plans shall no longer apply to Representation Units 032 and 033. However, there shall be no diminution of benefits provided by sections 43, 44, and 45, as of the effective date of this MOU, for the term of the MOU. The parties agree to meet during the term of 2018-2021 MOU to identify compensation relation to the County Personnel Ordinance and County Code for the exclusive purpose of including such benefits in the MOU. However, without limiting the foregoing, all benefits identified in Appendix B, ~~as well as the Minimum Car Allowance per Resolution 82-1287~~, shall not be eliminated or diminished during the term of the contract.

**a. TRANSIT PASS**

The transit subsidy shall be \$75 per month.

**b. MILEAGE REIMBURSEMENT**

The use of privately owned vehicles for official business is allowed and should be mutually agreeable by both the owner and the County and shall not be mandatory unless specifically stated as a condition of employment. All private vehicle travel will be reimbursed at the current Internal Revenue Service standard mileage rate.

The mileage claim shall be submitted to the employee's supervisor no later than 60 days after the last day of the month being claimed in order for a non-taxable reimbursement.

**c. EDUCATION REIMBURSEMENT**

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

**d. BENEFIT MAINTENANCE**

~~During the term of this Memorandum of Understanding, any benefits specifically referred to in the provisions of this memorandum shall not be reduced. The following management benefits shall not be reduced:~~

1. Management Time: Management employees are authorized, subject to approval of their immediate supervisors, to take reasonable time off for personal use during normal working hours without loss of compensation.
2. Sick Leave Payoff: Upon retirement, employees may cash-in one-half (50%) accrued sick leave. The remaining balance of sick leave will be credited as service towards retirement. In the event of an active employee's death prior to retirement from the County, the beneficiary will be paid the monetary value of all accrued sick leave at the time of death.
3. 401 (a) Deferred Compensation: If an employee contributes one percent (1%) into their 457(b) The County will provide a 401 (a) plan then the County will contribute three percent 4(3.0%) into the employees 401 (a) plan. match.
4. Management Differential: three and thirty-five hundreds of a percent (3.35%) of salary.
5. Vacation Cash-in: Employees can "cash-in" up to forty (40) hours/year vacation after ten (10) years of service and 240 hours accrued vacation.
6. Bilingual/Cultural Pay:
  - a) Management employees shall be approved for bilingual/cultural pay if:
    - 1) The department head determines that bilingual/ cultural skill is a requirement of the employee's position; and
    - 2) The employee agrees to utilize ~~his or her~~their bilingual ability on the job; and
    - 3) The employee is able to demonstrate bilingual proficiency that is satisfactory to the County.
  - b) The assignment shall be in writing and reviewed on an annual basis.
  - c) Sign language may be treated as bilingual skill.
  - d) Employees who qualify pursuant to the above shall be paid bilingual/culture skills differential of either:
    - 1) Oral (bilingual/cultural) differential of eighty cents \$0.80) per hour ~~\$.30 (thirty cents) per paid hour per pay period~~; or
    - 2) Oral/written (bilingual only) skills differential of one dollar (\$1.00) per hour ~~\$.35 (thirty-five cents) per paid hour per pay period~~.

- e) The Department of Personnel Services shall determine if the employee is qualified to receive either:
    - 1) Oral skills differential, or
    - 2) Oral/written skills differential.
  - f) Such a determination of proficiency is not subject to the grievance and arbitration procedure.
7. Nurses Differential: Supervising Registered Nurses, Supervising Public Health Nurses, Supervising Registered Nurses D/CF, and Supervising Medical Case Management Nurses shall receive a:
- a) 1.5% PM Shift differential when at least half of the workday occurs after 4 p.m.
  - b) 10% Night differential when at least half of the workday occurs between the hours of midnight and 6 a.m.

Weekend shift differential pay for hours worked on Saturday and Sunday, except in the case of a night shift, it means Friday and Saturday. Weekend shift differential pay shall be one dollar and fifty cents (\$1.00-50) per hour.

8. Treatment Center Program Coordinators Differential:

- a) 5% PM shift differential when at least half of the workday occurs after 4:00 p.m.
- b) 10% Night differential when at least half of the workday occurs between the hours of midnight and 6 a.m.
- c) Weekend shift differential pay for hours worked on Saturday and Sunday, except in the case of a night shift, it means Friday and Saturday. Weekend shift differential pay shall be one dollar and fifty cents (\$1.50) per hour.

\*Employees in the class of Battalion Chief shall have the 3.35% differential included in the base salary identified in Exhibit B.

**e. OUT OF CLASS PAY**

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



1. Requests for approval of out-of-class assignment must be approved in writing by the "appointing authority." For the purpose of this application, the "appointing authority" is the Department Head or ~~his/her~~ designee.

Such written authorization shall identify the anticipated period of the temporary assignment.

2. The position to which the employee is temporarily assigned must be vacant or the incumbent must be absent from duty.
3. The higher class to which the employee is assigned must have a salary range at least five percent (5.0%) higher than the salary range of the employee's class who is being temporarily assigned.
4. Out-of-class pay will be five percent (5.0%).
5. The minimum duration for an out-of-class assignment is one (1) full work shift.
6. Out-of-class pay will be applied to all hours within the duration of the assignment. The out-of-class pay shall continue until either the absent employee returns to duty, the vacant position is filled, or the assignment is terminated by the appointing authority, whichever occurs first.
7. Out-of-class pay shall not continue (nor is any compensation authorized) in excess of five months and twenty-nine days in a rolling calendar period, which begins on the first day of the out-of-class assignment.
8. In rare circumstances, extension of an out-of-class assignment may be approved based on specific operational needs and must be consistent with the application of this agreement. Extension of an out-of-class assignment beyond five months and twenty-nine (29) days requires the approval of the Appointing Authority and the Director of Personnel Services.

**f. CONTROL AND ELECTRICAL SYSTEMS COORDINATOR**

A Senior Engineer assigned in writing to serve as the Control and Electrical Systems Coordinator at the Sacramento Regional County Sanitation District (SRCSD) shall receive a five percent (5.0%) differential.

**g. EDUCATION INCENTIVE PAY**

- a. ~~Effective July 2014, employees in the class of~~ Battalion Chief ~~shall become~~are eligible for Education Incentive Pay. ~~Education Incentive Pay is as follows~~ to a maximum of five percent (5%) of base salary:

1. Employees who have earned an Associate degree from an accredited, recognized college or university—as verified by the Department of Personnel Services—in a course of study consistent with the minimum requirements of Firefighter classifications shall be entitled to an additional two and one-half percent (2.5%) of base salary pay.
  2. Employees who have earned a Fire Officers Certificate from the Office of the California State Fire Marshal, as verified by the Department of Personnel Services, shall be entitled to an additional two and one-half percent (2.5%) of base salary pay.
  3. Employees who have earned a Fire Science Certificate from an accredited, recognized college or university, as verified by the Department of Personnel Services, shall be entitled to an additional two and one-half percent (2.5%) of base salary pay.
  4. Employees who have earned a Bachelor's Degree from an accredited, recognized college or university—as verified by the Department of Personnel Services—in a course of study consistent with the minimum requirements of Firefighter classifications shall be entitled to an additional five percent (5.0%) of base salary pay.
  5. Dispute Resolution: The determination of approved accredited, recognized colleges or universities and approved course of study is not subject to the arbitration provision of this Agreement.
- b. ~~Effective the first pay period after Board approval, employees in the class of Chief Investigators are shall become~~ eligible for Education Incentive Pay. ~~Education Incentive Pay is as follows~~ to a maximum of ten percent (10.0%) of base salary.
1. Employees who have earned a Bachelor's Degree from an accredited, recognized college or university – as verified by the Department of Personnel Services—in a course of study consistent with the minimum requirements of Criminal Investigator classifications shall be entitled to an additional five percent (5.0%) of base salary pay.
  2. Employees who have earned a Master's Degree from an accredited, recognized college or university – as verified by the Department of Personnel Services—in a course of study consistent with the minimum requirements of Criminal Investigator classifications shall be entitled to an additional five percent (5.0%) of base salary pay.
  3. Dispute Resolution: The determination of approved accredited, recognized colleges or universities



b. Chief Park Rangers are eligible for Peace Officers Standards and Training (POST) Pay to a maximum of twenty percent (20.0%) of their base salary.

1. Employees who have earned a Supervisory Certificate from POST receive an additional five percent (5.0%) of their base salary pay.

2. Employees who have earned a Management Certificate from POST receive an additional five percent (5.0%) of their base salary pay.

3. Employees who possess an A.A. degree (or equivalent – sixty (60) semester units) receive an additional five percent (5.0%) of their base salary pay.

4. Employees who possess a B.A. or B.S. degree receive an additional five percent (5.0%) of their base salary pay.

#### **h. LICENSING DIFFERENTIAL**

If the duties of a Mental Health Program Coordinator requires the use of licenses or specified degrees (PhD, LCSW, MFT, RN, or LPCC), they will receive a five percent (5.0%) differential. If there is any dispute over whether particular positions require the use of the licenses or specified degrees identified above, the County and SCMA agree to meet and confer to resolve the dispute.

#### **i. RETENTION DIFFERENTIAL**

~~Effective July 1, 2014, the classifications of A Human Services Division Manager Range (B) assigned as the Director of Nursing in DHHS, Health Program Coordinator Range (A), Senior Health Program Coordinator (A) or (B), Health Program Manager, and Treatment Center Program Coordinator in the nursing series who have five (5) years, service since attaining the top salary step will receive a five percent (5%) retention differential. In addition, the above classifications who have ten (10) years of service since attaining the top salary step will receive a two and a half percent (2.5%) differential. This second 5% differential is in addition to the 5% after five (5) years at the top step. Both differentials shall be considered part of the hourly rate and applied to all hours paid. Upon Board of Supervisors approval of the Nursing Manager classification study, the parties agree to meet and confer as to whether these differentials should be eliminated as part of the overall compensation plan. Additionally, if, during the term of this Agreement, the subordinate classifications to those identified above, cease to receive a retention differential, the parties agree to meet and confer as to whether these differentials should be eliminated for any of the classes identified above whose subordinate classification had the differential eliminated.~~

#### **j. PROFESSIONAL REIMBURSEMENT**

a. Employees in the Attorney classification shall be reimbursed for expenses related to professional development, which shall include tuition, fees, travel expenses, and

other necessary incidental expenses related to attendance at educational courses, workshops, seminars, and conferences. This may also include online internet continuing legal education and/or continuing education courses, reference materials, and equipment. Reimbursement shall be in accordance with the policies and procedures developed by the hiring authority for the professional reimbursement program.

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

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

**k. ATTORNEY BAR DUES**

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

**l. CHIEF CRIMINAL INVESTIGATOR DIFFERENTIAL – POST MANAGEMENT CERTIFICATE**

~~Effective the first pay period in July 2014, individuals within the~~ Chief Criminal Investigator's ~~classification~~ who possess a valid POST Management Certificate shall receive a five percent (5.0%) pay incentive, ~~which shall be part of the hourly rate and applied to all hours paid.~~

**m. MENTAL HEALTH PROGRAM COORDINATOR YDF DIFFERENTIAL**

A Mental Health Program Coordinator assigned in writing to work at the Probation Department's Youth Detention Facility (YDF) shall receive a fifteen percent (15.0%) differential.

**n. MENTAL HEALTH TREATMENT CENTER DIFFERENTIAL**

A Health Program Manager or Human Services Division Manager Range B regularly assigned to the Mental Health Treatment Center shall receive a five percent (5.0%) differential ~~effective the first pay period after Board approval.~~



**o. NURSING LICENSE DIFFERENTIAL**

~~Effective the first pay period after Board approval the classifications of~~ Health Program Coordinator Range A and Sr. Health Program Coordinator Range B shall receive a seven and half percent (7.5%) differential for maintaining a nursing license.

**p. SPECIAL COMPENSATION AND DIFFERENTIAL COMPENSATION**

The employee in the class of Chief Forensic Pathologist will be eligible for a ten percent (10.0%) differential upon completion of an accredited training program, with or without Board certification, in one or more of the following areas: Neuropathology, Forensic Odontology, Radiology, Forensic Anthropology, Cardiac Pathology, Pediatric Pathology, and Forensic Toxicology.

**q. CORRECTIONAL FACILITY DIFFERENTIAL**

~~The Supervising Registered Nurse D/GF, Pharmacy Managers, Sr. Dentist Managements, Health Program Coordinator – Range A, Sr. Health Program Coordinators – Range B, and Health Program Managers assigned in writing to work in Correctional Institutions~~ shall receive a twenty-five percent (25.0%) differential.

Food Service Managers assigned in writing to work at the main jail or Rio Cosumnes Correctional Facility receive a fifteen percent (15.0%) differential.

Food Service Managers assigned in writing to work at the Youth Detention Facility receive a five percent (5.0%) differential.

**r. ACCOUNTING EDUCATIONAL INCENTIVE**

~~Beginning the pay period immediately following approval by the Board of Supervisors,~~ Accounting and Auditing classifications within the Management Unit shall be eligible for the following:

- a. A differential of five percent (5.0%) for receipt and maintenance of the following certificates: Certified Public Accountant (CPA); Certified Internal Auditor (CIA); and Certified Information System Auditor (CISA). Employees must provide proof of maintenance at the beginning of each fiscal year to continue receipt of the incentive.

- b. Employees are eligible to receive a differential of 5% of base salary for possession of a Masters' of Science in Accountancy, Masters in Business Administration (with at least one course in Accounting), or a Masters in Public Administration. These degrees must be from an accredited, recognized college or university as confirmed by the Department of Personnel Services.



~~b.c. The differentials in a. and b. above shall not be combined, and employees will not be eligible for more than five percent (5.0%) for multiple certification(s) and/or Masters' Degree(s).~~

~~e. The incentives in a above shall not be combined, and employees will not be eligible for more than 5% for multiple certifications.~~

~~s. The employee in the class of Chief Forensic Pathologist will be eligible for a 10% differential upon completion of an accredited training program, with or without Board certification, in one or more of the following areas: Neuropathology; Forensic Odontology; Radiology; Forensic Anthropology; Cardiac Pathology; Pediatric Pathology and Forensic Toxicology.~~

~~s. The Human Services Division Manager Range B assigned to correctional health will receive a five percent (5.0%) differential.~~

For the County of Sacramento:

Date: 7/7/22

  
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Michael W. Jarvis  
Chief Spokesperson

For SCMA:

Date: 7/7/22

  
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Jason Jasmine  
Chief Spokesperson