

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY
CHIEF EXECUTIVE OFFICE

DEPT: _____
Urgent _____ Routine X
CEO Concurs with Recommendation YES X NO _____
(Information Attached)

BOARD AGENDA # *B-3
AGENDA DATE June 5, 2001
4/5 Vote Required YES _____ NO X

SUBJECT: APPROVAL OF LABOR AGREEMENT BETWEEN THE COUNTY AND DEPUTY SHERIFF'S ASSOCIATION FOR A TERM FROM DECEMBER 1, 2000, THROUGH JUNE 1, 2005.

- STAFF RECOMMENDATIONS:
1. IMPLEMENT THE PROVISIONS CONTAINED WITHIN THE TENTATIVE AGREEMENT REACHED BETWEEN THE COUNTY AND DEPUTY SHERIFF'S ASSOCIATION (DSA).
 2. AMEND THE SALARY AND POSITION ALLOCATION RESOLUTION TO REFLECT THE CHANGES AGREED TO.
 3. AUTHORIZE THE AUDITOR-CONTROLLER TO MAKE THE NECESSARY FINANCIAL TRANSACTIONS PER THE ATTACHED FORM.

FISCAL IMPACT:

This agreement covers 54 months, over the current and next four fiscal years through fiscal year 2005. The estimated cost for the current fiscal year is \$369,764; and the estimated cost for the remaining years are \$1,576,716 (2001/02); \$2,651,666 (2002/03); \$3,467,157 (2003/04); \$4,141,054 (2004/05). The Sheriff's budget is primarily supported by the General Fund. For the current fiscal year, the increased salary costs will be funded in part through growth in the Public Safety Sales Tax (Prop 172).

(Fiscal Impact Continued on Next Page)

BOARD ACTION AS FOLLOWS:

No. 2001-407

On motion of Supervisor Simon, Seconded by Supervisor Caruso
and approved by the following vote,

Ayes: Supervisors: Simon, Caruso, and Chair Paul
Noes: Supervisors: Mayfield and Blom
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended

otion:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Christine Ferraro Deputy

File No.

APPROVAL OF LABOR AGREEMENT BETWEEN THE COUNTY AND DEPUTY SHERIFF'S
ASSOCIATION FOR A TERM FROM DECEMBER 1, 2000, THROUGH JUNE 5, 2005
PAGE 2

FISCAL
IMPACT

CONTINUED:

At mid-year, additional growth that was unbudgeted was identified to fund pending negotiations for the County's criminal justice departments. This growth is sufficient to cover the \$369,764 cost this fiscal year (2000/01). The financial impact of salary increases will be addressed during the budget process for subsequent fiscal years.

DISCUSSION:

The DSA and the County reached a tentative agreement to amend the current Memorandum of Understanding which expired on November 30, 2000. The tentative agreement was ratified by the membership. The tentative agreement covers a multi-year period of December 1, 2000, through June 1, 2005 and grants the 377 employees covered by the agreement across the board pay increases over the term of the agreement. The agreement includes salary increases retroactive to the expiration of the prior contract on November 30, 2000. This agreement will, among other things,

- ◆ Provide for salary increases of two percent effective December 1, 2000, two percent effective May 1, 2001, three percent effective December 1, 2001, three percent effective December 1, 2002, three percent effective December 1, 2003 and two percent effective December 1, 2004, for a total of 15 percent over 54 months;
- ◆ Implement a retirement benefit of three percent of salary at age 50, with a target date of March 1, 2002, but not later than July 1, 2002.
- ◆ Provide special assignment pay for the Aero Squadron officers, inspector and mechanic, the designated rangemaster and the transportation deputy;
- ◆ Clarify definitions of overtime, compensatory time off, on-call and call-back, court time, bilingual pay, and military leave;
- ◆ Add language to define characteristics of a "past practice;" and
- ◆ Enable the establishment of a retiree medical trust.

The County and DSA agree to re-open discussions on: incentive pay/pay for performance, county personnel policy changes, drug testing procedures and health insurance.

POLICY
ISSUE:

The Board of Supervisors should consider the effect of this labor agreement on the fiscal and policy direction and priorities for the organization.

APPROVAL OF LABOR AGREEMENT BETWEEN THE COUNTY AND DEPUTY SHERIFF'S
ASSOCIATION FOR A TERM FROM DECEMBER 1, 2000, THROUGH JUNE 5, 2005
PAGE 3

STAFFING
IMPACT:

There is no impact on staffing resulting from the terms of this agreement. The Salary and Position Allocation Resolution will be amended to reflect the changes as agreed to.

**Tentative Agreement Between
Stanislaus County and the
Deputy Sheriff's Association (DSA)
Representing the Deputy Sheriff's Bargaining Unit.**

1. **TERM OF THE AGREEMENT**

This agreement shall remain in full force and effect for a fifty-four month period commencing on December 1, 2000, and ending on June 1, 2005.

2. **COMPENSATION**

A. Salary Increase

All members of the bargaining unit shall receive the following salary increases effective the date of approval by the Board of Supervisors, unless otherwise indicated:

The first pay period following December 1, 2000	2 percent
The first pay period following May 1, 2001	2 percent
The first pay period following December 1, 2001	3 percent
The first pay period following December 1, 2002	3 percent
The first pay period following December 1, 2003	3 percent
The first pay period following December 1, 2004	<u>2 percent</u>
54 months	15 percent

B. Retirement

Members of the bargaining unit shall receive upon retirement three percent of base salary at age 50, targeted to be implemented on March 1, 2002, but no later than July 1, 2002.

C. Special Assignment Pay

The parties agree to amend the language as follows:

Members of the bargaining unit shall be eligible for additional compensation as provided herein. The additional compensation shall continue based on the results of annual reappointments made by the Sheriff. Reappointments which are not granted are not subject to a due process hearing or the grievance procedure.

Assignments receiving specialty pay may be made or renewed at the pleasure of the Sheriff, and shall not be subject to the grievance procedure. In all cases, upon the request of the employee, a meeting may be scheduled with the Sheriff to review the facts regarding non-renewal of appointments, which meeting shall satisfy any appeal rights under the Public Safety Officers Procedural Bill of Rights Act (POBAR).

Assignments may be set for a period of one-year or 18 months, and are removable by the Sheriff only, without appeal for non-renewal. All special assignments are for one year, with the exception of the following special assignments: Classification and Transportation.

Removal during the term of the assignment for disciplinary reasons may be appealed under the applicable procedures set forth in the Memorandum of Understanding. Removal from the special assignment for business or operational reasons during the term of the assignment are not subject to appeal. Normal transfers at the conclusion of the term are not subject to appeal. Employees in special pay assignments are not precluded from voluntary removal.

The date of an employee's current assignment will be treated as the anniversary date.

Temporary training assignments for less than 90 days are not subject to special pay. Temporary assignments for business or operational reasons are subject to the special pay provision. The term of these assignments is up to 90 days. Temporary assignments of experienced personnel for less than standard assignment periods are permitted and shall be subject to special pay.

Additional compensation in the amount of 2.5% of base pay shall be paid for the following assignments: Designated Rangemaster, Transportation Deputy and Aero Squadron Flight Officer/Non-pilot.

Additional compensation in the amount of 5% of base pay shall be paid for the following assignments: Aero Squadron Flight Officer/Pilot and Licensed Mechanic

Additional compensation in the amount of 10% of base pay shall be paid for the following assignments: Aero Squadron Pilot In Command, and Licensed Aircraft Inspector.

D. Overtime

The parties agree to clarify the definitions to reflect the current practice. The language reads as follows:

Overtime shall be compensated at a rate of time and one-half of the employee's regular rate of pay for all time worked outside of their scheduled duty hours. Employees shall record their overtime on a daily basis at the conclusion of each shift. However, overtime is only paid if the employee works beyond their normally scheduled work hours in the pay period.

For employees on a 6/3 schedule over time is paid after 48 hours worked in the scheduled period which starts with the first duty day and ends on day nine.

For employees on a 3/12 schedule overtime is paid after the normally scheduled hours worked in the scheduled period.

For employees on a 4/10 schedule overtime is paid after 80 hours worked in the scheduled period.

For employees on a 5/2 schedule overtime is paid after 80 hours worked in the scheduled period.

Unpaid time does not count for overtime calculations and time cards shall be adjusted for any unpaid time including Approved Time Off (ATO) and Dock Time (DOC).

E. Compensatory Time Off

The parties agree to clarify the definitions to reflect the current practice. The language reads as follows:

Employees shall be permitted to use CTO within a reasonable period after making the request, as long as the request does not unduly disrupt department operations. To minimize the disruption on department operations employees shall request CTO at least 24 hours in advance of scheduled duty day. Requests made with less than 24 hours notice may be granted on a case-by-case basis.

F. Call-Back

The parties agree to clarify the definitions to reflect the current practice. The language reads as follows:

The parties agree that the three hour minimum call-back shall apply to members of the bargaining unit in any official call-back situation. The parties further agree that, members of the bargaining unit may receive a maximum of 10 hours call-back overtime compensation in an 8 hour period resulting from a series of call-back circumstances only.

In addition, attendance at meetings on off-duty time, which have been scheduled at least two weeks in advance, and for which the employee has been directed to attend, shall be compensated as overtime as provided by County policy, however, the call-back provisions shall not apply.

G. On Call Pay

The parties agree to clarify the definitions to reflect the current practice. The language reads as follows:

Any member of this bargaining unit who is required to stay available and accessible in an on-call capacity shall be compensated for this on-call assignment.

A member is deemed "available and accessible" when:

- they can leave their location within 15 minutes and respond in a reasonable time, and
- there is no alcohol impairment

Members of this bargaining unit shall be compensated \$100.00 for each seven day period of on-call assignment. If the on-call assignment is for less than a full 7 day period, on-call pay shall be paid on a per diem basis.

The on-call assignment must be authorized by the manager of the unit prior to the assignment.

H. Court Time

The parties agree to clarify the definitions to reflect the current practice. The language reads as follows:

The following applies regarding call-back for multiple subpoenas on the same day. The County shall compensate the employee for one call-back for the initial court appearance. Should the employee be required to be available for additional court appearances later on the same day, those appearances shall not be treated as a call-back and the employee shall be compensated based on overtime work as provided by current county policy.

The parties agree that members of the bargaining unit subpoenaed to appear in court shall call the Sheriff's Department within 24 hours prior to the day of the required court appearance in order to determine whether the subpoena has been canceled. Should the employee fail to call the Sheriff's Department within the 24 hour period and appear at court for a case which has been canceled, no call-back or overtime compensation, shall be paid to the employee.

The 24 hour time frame for call-in to the Sheriff's Department shall be a window period of 5:00 p.m. to midnight of the day preceding the required court appearance. The employee shall be paid a call-back if he or she calls within the required time period, is told to appear, and then the case is canceled.

I. Salary Spread

The parties agree that the County shall maintain a ten percent (10%) spread between the classifications of Deputy Sheriff- Coroner, and Deputy Sheriff- Custodial.

3. LEAVES OF ABSENCE

A. Military Leave

The parties agree to clarify the definitions to reflect the current practice.

B. Sick Leave
The parties agree that sick leave used for family leave would be governed by the California Labor code Section 233.

C. On the Job Injury Leave
The parties agree to amend the MOU language to comply with the requirements of Labor Code Section 4850 regarding on-the-job injury or illness and disability leave allowances.

4. RETIREE MEDICAL TRUST

The parties agree to allow the Deputy Sheriff's Association establish a Retiree Medical Trust.

5. DISCIPLINARY APPEALS BOARD

The parties agree that the County would change its practice to comply with applicable law.

6. FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties agree to modify the language as follows:

A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, Understandings, and Agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.

B. Existing practices and/or benefits which have a direct effect on employee wages, hours and other terms and conditions of employment which are not referenced in this Agreement shall continue without change unless modified or abolished by mutual agreement of the parties. The parties understand and agree that the provisions of mutual agreement shall not apply to issues under conditions of employment unless it can be shown that they affect wages, hours or other substantial terms or conditions of employment.

The continuation of these existing practices and/or benefits is contingent upon their being practices and benefits that are recognized by the parties as open and notorious and clear and known and regular and consistent. Examples, without limitation, would be those established in writing or those created by custom and practice known to both sides for a substantial period of time. It is the intent of the parties that management trials, test cases, individual or small group practices, or sporadic practices that have not been sufficiently evaluated and accepted by management not be considered an established pattern, practice or benefit within the meaning of this clause.

- C. It is the intent of the parties that ordinances, Board resolutions, rules and regulations enacted pursuant to this Agreement be administered and observed in good faith.
- D. Nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this Agreement.

7. **FUTURE MEET AND CONFER TOPICS**

The DSA agrees that during the term of this MOU, the County may make proposals that will be subject to meet and confer to the extent required under the Meyers-Milias-Brown Act, on the following subjects:

- Pay for Performance/Incentive Pay
- County Personnel Policy Changes
- Drug Testing Procedures
- Health Insurance.

AUDITOR-CONTROLLER BUDGET JOURNAL

BUDGET JOURNAL SCREEN

Budget Organization **Stanislaus Budget Org**
 Budget **LEGAL BUDGET**
 Accounting Period From **Jul-00**
 To **Jun-01**



BATCH SCREEN

Journal Batch **SO PG** BO --
 Category **Budget**

Line	Coding Structure						Period	Description	
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	Jun-01 AMOUNT		
1	100	28101	50000			.0	1,264.00		
2	100	28210	50000			.0	89,850.00		
3	100	28230	50000				11,450.00		
4	100	28231	50000				10,750.00		
5	100	28232	50000			.0	6,300.00		
6	100	28250	50000			.0	32,550.00		
7	100	28280	50000			.0	2,200.00		
8	100	28310	50000			.0	32,650.00		
9	100	28320	50000			.0	9,600.00		
10	100	28330	50000			.0	72,000.00		
11	100	28340	50000			.0	68,500.00		
12	100	28360	50000			.0	5,550.00		
13	100	28370	50000			.0	27,100.00		
14						.0			
15						.0			
16						.0			
17						.0			
18						.0			
19						.0			
20						.0			
21						.0			
22						.0			
23						.0			
24						.0			
25						.0			
Totals								369,764.00	

Requesting Department <i>Pat Glatfelter</i> Signature 05.30.01 Date	CEO <i>Patricia M. Smith</i> Signature 5/31/01 Date	Auditors Office Only Prepared By <i>L. B. G.</i> Admin Approval (\$75K+) 5/31/01 Date
---	---	--

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF STANISLAUS AND
THE DEPUTY SHERIFF'S ASSOCIATION (DSA)**

This agreement is entered into between the County of Stanislaus and the Deputy Sheriff's Association (DSA) representing the Deputy Sheriff's Bargaining Unit.

Pursuant to the Employee relations Ordinance of the County and Section 3500 et seq. of the Government Code, the duly authorized representatives of the County and the DSA, having met and conferred in good faith concerning the issues of wages, hours and terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

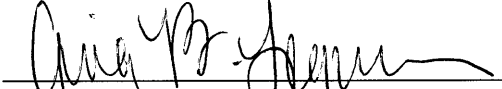
FOR THE COUNTY:



Pat Paul, Chair
Board of Supervisors



Reagan M. Wilson
Chief Executive Officer



Gina B. Leguria
Senior Management Consultant



Richard Breshears
Assistant Sheriff



Zane Clark
Assistant Sheriff

FOR DSA:



Gary Messing
Attorney-at-Law



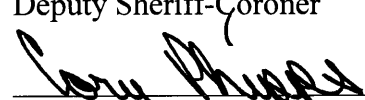
Adam Christianson, DSA President
Deputy Sheriff-Coroner



Darin Gharat
Deputy Sheriff-Coroner



Rob Jackson
Deputy Sheriff-Coroner



Cory Phipps
Deputy Sheriff-Custodial



Bill Gaede
Deputy Sheriff-Custodial



Michael O'Grady
Deputy Sheriff-Custodial

DATE SIGNED January 8, 2002

6-5-01

TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
1.	EMPLOYEES COVERED	5
2.	TERM OF THE AGREEMENT	5
3.	NO STRIKE	5
4.	NON-DISCRIMINATION/FAIR REPRESENTATION	5
5.	SAFETY PROGRAM SUPPORT	5
6.	COUNTY RIGHTS	6
7.	COMPENSATION	6
	A. Salary Increase	6
	B. Salary Administration	6
	C. Salary on Promotion	7
	D. Salary Spread	7
	E. On-Call Pay	7
	F. Overtime	8
	G. Compensatory Time Off (CTO)	8
	H. Call-Back	8
	I. Court Time	9
	J. POST & Custodial Level I & II Certificate	9
	K. Corporal Classification Phase Out/ Backup Sergeant Compensation	9
	L. Retirement	10
	M. Special Assignment Pay Provisions	10
	N. Designation of Bilingual Positions	13
8.	DAYLIGHT SAVINGS TIME	13
9.	HOLIDAY/VACATION TIME PROVISIONS	13
	A. County Holiday Policy	13
	B. Combining Optional Holiday Time with Vacation	13
	C. Vacation Credit for Holidays	14

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
	D. Vacation Accumulation Maximum	14
	E. Limited Cash Conversion	15
	F. 6-3 Schedule Holidays	15
	G. Vacation Accumulation Rate	15
	H. Vacation Bank	16
10.	LEAVES OF ABSENCE	17
11.	AUTOMATIC RESIGNATION	17
12.	MAXIMUM SUSPENSION	17
13.	ARBITRATION EXPENSES	17
14.	PROBATIONARY PERIOD	18
	A. Length of Probationary Period	18
	B. No Charges on Probationary Terminations	18
	C. Extension of Probationary Periods	18
15.	RIGHTS OF CUSTODIAL OFFICERS	18
16.	REDUCTION-IN-FORCE POLICY	18
17.	GROUP INSURANCE BENEFITS	19
	A. Group Plans Available	19
	B. Health Insurance	19
	C. Group Dental and Vision	19
	D. Life Insurance	19
	E. Ending Automatic Conversion from OE3 to County Insurance	19
	F. IRS Code Section 125	20
	G. State or Federal Health Care Reform	20
18.	IRS CODE SECTIONS	20
19.	PAYROLL DEDUCTIONS	20
	A. Legal Defense Fund Deduction	20
	B. Operating Engineers Credit Union Deduction	21
	C. Voluntary Dues Deduction-Long Term Disability Income Protection Plan	21

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
20.	FUTURE MEET AND CONFER TOPICS	21
21.	PERSONAL PROPERTY DAMAGE PROCEDURE	21
22.	PHYSICAL/EYE EXAMINATION	22
	A. Physical Examination	22
	B. Eye Examination - ID	22
23.	SICK LEAVE	22
	A. Sick Leave Cashout	22
	B. Conversion of Sick Leave Cashout Benefits to Health Insurance Upon Retirement	23
	C. Sick Leave Used for Family Leave	23
24.	6-3 AUDIT	24
25.	UNIFORM ALLOWANCE	24
26.	BODY ARMOR	24
27.	RETIREE MEDICAL TRUST	24
28.	VOLUNTARY FITNESS CHALLENGE PROGRAM	24
29.	SEVERABILITY	24
30.	DISCIPLINARY APPEALS BOARD	25
31.	FULL UNDERSTANDING, MODIFICATION AND WAIVER	25

ATTACHMENTS

- A - REDUCTION-IN-FORCE POLICY
- B - BINDING ARBITRATION OF DISCIPLINE AND GRIEVANCES
 (EXCLUDING EEO GRIEVANCES)
- C - SIDE LETTER REGARDING CONFLICT OF INTEREST COUNSEL

1. EMPLOYEES COVERED

This agreement covers the wages, hours, terms and conditions of employment for the term of the agreement for those employees in the classifications of Deputy Sheriff-Coroner Trainee, Deputy Sheriff-Coroner, Corporal, Deputy Sheriff- Custodial and Sergeant-Custodial.

2. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect for a fifty-four (54) month period commencing on December 1, 2000, and ending on June 1, 2005.

3. NO STRIKE

The DSA, its members and representatives, agree that it and they shall not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or refusal to perform customary duties.

4. NON-DISCRIMINATION/FAIR REPRESENTATION

- A. The parties agree that the provisions of this agreement shall be applied without favor or discrimination based upon race, ancestry, religion, color, age, national origin, political affiliation or belief, disability (includes persons with AIDS or those with a record of or regarded as having a substantially limiting impairment), or medical condition (cancer related), pregnancy related condition, sex, marital status or sexual orientation. The parties agree to recognize, respect, and support the County's commitment to nondiscrimination in employment as set forth in the County's Affirmative Action Program. The DSA agrees to encourage its members to assist in the implementation of that program.
- B. The DSA agrees to acknowledge its responsibility to fairly represent all employees in the bargaining unit without regard to race, ancestry, religion, color, age, national origin, political affiliation or belief, disability (includes persons with AIDS or those with a record of or regarded as having a substantially limiting impairment), medical condition, (cancer related), pregnancy related condition, sex, marital status or sexual orientation, job classification, or employment status and in compliance with State laws. County acknowledges and agrees that it shall not discriminate or take adverse action against employees on the basis of their choice of DSA representation.

5. SAFETY PROGRAM SUPPORT

The DSA agrees to support the County's safety and loss control efforts. The parties agree to strive to reduce the number of industrial injuries among employees and maintain a safe place of employment and to encourage employees to perform their work in a safe manner.

6. COUNTY RIGHTS

Stanislaus County retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of the departments of County government and all of their various aspects, including, but not limited to the right to direct the work force; to plan, direct and control all of the operations and services of the County; to determine the methods, means, organization, and schedule by which such operations and services are to be conducted; to assign and transfer employees within the various departments; to hire, promote, suspend, demote, discharge, reprimand, and evaluate employees; to relieve employees from duty due to lack of work or other legitimate reasons set forth in the County reduction-in-force policy; to change or eliminate existing methods, equipment, or facilities in order to maintain or increase the efficiency of governmental operations; and to exercise complete control and discretion over its organization and the technology of performing its work. Nothing contained herein shall be construed to preclude meeting and conferring between employer and employee regarding the practical consequences that decisions on these matters may have on wages, hours, terms, and conditions of employment.

7. COMPENSATION

A. Salary Increase

1. All members of the bargaining unit shall receive the following salary increases effective the date of approval by the Board of Supervisors, unless otherwise indicated:

The first pay period following December 1, 2000	2 percent
The first pay period following May 1, 2001	2 percent
The first pay period following December 1, 2001	3 percent
The first pay period following December 1, 2002	3 percent
The first pay period following December 1, 2003	3 percent
The first pay period following December 1, 2004	2 percent

B. Salary Administration

1. The parties agree that the County salary policy applied to an employee dismissed during probationary service from a position from which he or she had been demoted, promoted or transferred, shall be clarified as follows: Such an employee's salary shall be returned to the same step in the appropriate salary range as had been held prior to the promotion, demotion or transfer. Employee salary review date, if applicable, shall be adjusted by the equivalent number of months during which an employee did not hold the classification to which he or she is returning.
2. The parties agree to two amendments to County policy concerning salary administration. Former step advancement policy read: "Employees shall be eligible for advancement to the second step of their salary range on their anniversary date after one year of continuous service at the first step."

Eligibility for advancement shall be on an annual basis thereafter until the employee reaches the maximum salary step on the appropriate range". The parties agree the second sentence is amended to read as follows: "Eligibility for advancement to subsequent salary steps shall thereafter be based on one year of satisfactory continuous service at the prior step until the employee reaches the maximum step of the appropriate salary range."

The second change concerns the County's policy of postponing the employee's anniversary date by the number of months during which an employee was granted a leave of absence without pay. The parties agree to a change in this policy so that any leave of absence without pay, or other time off without pay exceeding fifteen (15) calendar days, shall cause the employee's anniversary date to be postponed by the equivalent number of calendar days.

C. Salary on Promotion

The County shall continue to guarantee a five percent (5%) minimum salary increase on promotion in accordance with the existing County Code provisions. Effective July 1, 1991, an exception to this provision shall be made if the step to which the employee is promoted is six (6) cents or less per hour under the minimum five percent (5%) increase. This provision shall apply when promotions to classifications within the bargaining unit occur or promotion to classifications assigned to bargaining units containing this provision.

D. Salary Spread

The parties agree that the County shall maintain a ten percent (10%) salary spread between the classifications of Deputy Sheriff-Coroner and Deputy Sheriff-Custodial.

E. On-Call Pay

Any member of this bargaining unit who is required to stay available and accessible in an on-call capacity shall be compensated for this on-call assignment.

A member is deemed "available and accessible" when:

- they can leave their location within fifteen (15) minutes and respond in a reasonable time, and
- there is no alcohol impairment

Members of this bargaining unit shall be compensated one hundred dollars (\$100.00) for each seven (7) day period of on-call assignment. If the on-call assignment is for less than a full seven (7) day period, on-call pay shall be paid on a per diem basis.

The on-call assignment must be authorized by the manager of the unit prior to the assignment.

F. Overtime

Overtime shall be compensated at a rate of time and one-half of the employee's regular rate of pay for all time worked outside of their scheduled duty hours. Employees shall record their overtime on a daily basis at the conclusion of each shift. However, overtime is only paid if the employee works beyond their normally scheduled work hours in the pay period.

For employees on a 6/3 schedule overtime is paid after forty-eight (48) hours worked in the scheduled period which starts with the first duty day and ends on day nine (9).

For employees on a 3/12 schedule overtime is paid after the normally scheduled hours worked in the scheduled period.

For employees on a 4/10 schedule overtime is paid after eighty (80) hours worked in the scheduled period.

For employees on a 5/2 schedule overtime is paid after eighty (80) hours worked in the scheduled period.

Unpaid time does not count for overtime calculations and time cards shall be adjusted for any unpaid time including Approved Time Off (ATO) and Dock Time (DOC).

G. Compensatory Time Off (CTO)

Employees shall be permitted to use Compensatory Time Off (CTO) within a reasonable period after making the request, as long as the request does not unduly disrupt department operations. To minimize the disruption on department operations employees shall request CTO at least twenty-four (24) hours in advance of scheduled duty day. Requests made with less than twenty-four (24) hours notice may be granted on a case-by-case basis.

H. Call-back

The parties agree that the three (3) hour minimum call-back shall apply to members of the bargaining unit in any official call-back situation. The parties further agree that members of the bargaining unit may receive a maximum of ten (10) hours call-back overtime compensation in an eight (8) hour period resulting from a series of call-back circumstances only.

In addition, attendance at meetings on off-duty time, which have been scheduled at least two weeks in advance and for which the employee has been directed to

attend, shall be compensated as overtime as provided by County policy, however, the call-back provisions shall not apply.

I. Court Time

The following applies regarding call-back for multiple subpoenas on the same day. The County shall compensate the employee for one call-back for the initial court appearance. Should the employee be required to be available for additional court appearances later on the same day, those appearances shall not be treated as a call-back and the employee shall be compensated based on overtime work as provided by current County policy.

The parties agree that members of the bargaining unit subpoenaed to appear in court shall call in to the Sheriff's Department within twenty-four (24) hours prior to the day of the required court appearance in order to determine whether the subpoena has been canceled. Should the employee fail to call the Sheriff's Department within the twenty-four (24) hour period and appear at court for a case which has been canceled, no call-back or overtime compensation shall be paid to the employee.

The twenty-four (24) hour time frame for call-in to the Sheriff's Department shall be a window period of 5:00 p.m. to 12:00 a.m. (midnight) of the day preceding the required court appearance. The employee shall be paid a call-back if he or she calls within the required time period, is told to appear, and then the case is canceled.

J. POST Certificate & Custodial Level I & II

The County agrees that those individuals possessing a Intermediate POST or Custodial Level Certificate shall receive a premium of two and one-half percent (2.5%) of actual base salary, and that those individuals possessing an Advanced POST or Custodial Level I/II Certificate will receive a premium of three (3%) of actual base salary. POST Certificate pay is non cumulative.

K. Corporal Classification Phase Out/Backup Sergeant Compensation

The parties agree that the classification of Corporal shall be phased out such that when current incumbent Corporals are no longer in County service in the rank of Corporal, the classification shall be deleted. Pending such attrition, incumbent Corporals shall remain in that rank with all of the benefits and rights accruing thereto subject to usual County policies and ordinances.

In addition, the parties agree that the Sheriff may designate Deputy Sheriffs to perform the duties of back-up Sergeant and Deputy Sheriffs-Custodial to perform the duties of Acting Sergeant-Custodial. Upon such designation the employee shall

receive, in addition to base pay an assignment pay equal to seven and one-half percent (7.5%) for each full hour of service in such assignments, provided that no claim for this additional compensation shall be made by the employee for work performed of less than two hours per occurrence.

L. Retirement

1. Members of the bargaining unit shall receive upon retirement three percent (3%) of base salary at age fifty (50), targeted to be implemented on March 1, 2002, but no later than July 1, 2002.
2. Effective with the implementation of three percent (3%) of base salary at age fifty (50), benefits for Tier I and Tier II of the retirement system shall be calculated on the single highest year.
3. It is agreed and understood that Stanislaus County shall pay to the retirement system three and three-quarters percent (3.75%) of the employee's salary toward the employee's retirement contribution, vested in the employee. If the employee's contribution is less than three and three-quarters percent (3.75%) of the employee's salary, the entire amount of the employee's retirement contribution shall be paid by the County.
4. Employees in Tier I and Tier II of the retirement system who are not making contributions to the system, shall receive the equivalent of three and three-quarters percent (3.75%) of their salary as a reimbursement from the system.

M. Special Assignment Pay Provisions

Members of the bargaining unit shall be eligible for additional compensation as provided herein. The additional compensation shall continue based on the results of annual reappointments made by the Sheriff.

1. Special Pay Assignments
 - Assignments receiving special pay shall be made or renewed at the pleasure of the Sheriff. These decisions shall not be subject to the grievance procedure.
 - Assignments may be set for a period of one-year or 18 months, and are removable by the Sheriff only, without appeal for non-renewal.
 - Anniversary date of the assignment is the date the employee was assigned to the current special pay assignment.

2. Removal/Transfer from Special Pay Assignments

- The parties agree that the Department has the right to reassign personnel based on the Sheriff's discretion.
- Removal or a standard transfer at the conclusion of the term is not subject to appeal.
- Involuntary removal from special pay assignments during the term of the assignment or removal for disciplinary reasons is subject to appeal and may be appealed under the applicable procedures set forth in the Memorandum of Understanding or under the procedures in the Public Safety Officers Procedural Bill of Rights Act (POBR).
- In all cases, upon the request of the employee, a meeting may be scheduled with the Sheriff or his designee to review the facts regarding non-renewal of appointments.
- Voluntary removal by the employee is not precluded.

3. Temporary Assignments

- Temporary assignments for business or operational reasons are subject to the special pay provision. The term of these assignments is up to ninety (90) days.
- Temporary training assignments for less than ninety (90) days are not subject to special pay.
- Temporary assignments (other than for training purposes) for less than standard assignment periods are permitted and shall be subject to special pay.

4. Additional compensation in the amount of five percent (5%) of base pay shall be paid for the following assignments: Aero Squadron Flight Officer/Pilot and Licensed Mechanic

5. Additional compensation in the amount of ten percent (10%) of base pay shall be paid for the following assignments: Aero Squadron Pilot In Command, and Licensed Aircraft Inspector.

6. Additional compensation in the amount of two and one-half percent (2.5%) of base pay shall be paid for the following assignments: SWAT, Dive Squad, Bomb Team, Detective Unit, Background Investigator, Mounted Unit, Canine Unit, Hostage Investigator, Field Training Officer, Community Deputy and Classification Deputy, Transportation Deputy (possession of a class B license, subject to DOT drug testing, and formal assignment by the unit manager), Designated Rangemaster, and Aero Squadron Flight Officer/Non-pilot.

7. The parties agree that there is no compensable off-duty work being regularly performed in connection with at least the following assignments which receive a special pay premium: SWAT, Dive Squad, Bomb Team, Detective Unit, Background Investigator, Hostage Negotiator, Field Training Officer, Community Deputy and Classification Deputy, Transportation. In the event it is finally determined by a Court that, contrary to the County's understanding, some compensable work was being performed, all such work will be compensated at minimum wage. Further, DSA agrees that the special pay premium will be applied, to the fullest extent allowed under the law, as compensation in full satisfaction of any such claim that is determined valid by a court of competent jurisdiction. This section shall not diminish any employee's right to compensation for work specifically assigned to be performed outside of the employee's regularly scheduled duty hours.
8. The parties agree that pursuant to the terms and conditions set forth in the Settlement Agreement and Release of All Claims Relating to the Canine Handlers ("Canine Agreement"), effective January 13, 1997, each represented employee who is assigned as a canine handler and has a dog assigned to his or her care, training, and upkeep, shall be paid eighteen (18) minutes per day at the regular rate of pay for care, grooming and transportation. This work when performed over and above the designated work period, shall be compensated at time and one half of the canine handler's regular rate of pay. All other terms and conditions set forth in the Canine Agreement remain in full force and effect.
9. The parties disagree whether there is any compensable off duty work performed by members of the Mounted Unit. If a covered employee asserts a claim for off-duty compensable work, that employee will no longer be entitled to a two and one-half percent (2.5%) premium. In the event it is finally determined by a Court that, contrary to the County's understanding, some compensable work was being performed, all such work will be compensated at minimum wage.
10. The additional compensation as described herein shall be earned by one incumbent for as many special pay assignments as the Sheriff assigns and approves.
11. Such assignment pay shall not be paid: (a) during periods of absences for disability leaves (including, without limitation, 4850 leave); (b) unpaid leaves of absences; or (c) any time during which the employee is unable to perform the assignment for a full pay period.

N. Designation of Bilingual Positions

1. The County agrees that certain positions which require bilingual skills shall be designated as set forth in this paragraph and compensated at the rate of forty-eight (48) cents per hour above base pay.
2. Positions shall be designated upon the request of the appointing authority with the concurring recommendation of the Chief Executive Officer. Bilingual proficiency shall be determined by the Chief Executive Office. Persons certified and receiving bilingual compensation may be subject to serve a seven day period of on-call status per month to serve as interpreters without additional compensation unless called back to work.
3. The parties agree that designation of such positions shall not be subject to the grievance procedure. Members of the bargaining unit who possess bilingual skills agree to continue rendering needed interpretation services whether or not they occupy a position which is designated for bilingual pay.

8. DAYLIGHT SAVINGS TIME

The parties agree upon daylight savings time change, employees who are at work during the hour that the time change occurs shall be compensated for the time actually worked.

9. HOLIDAY/VACATION TIME PROVISIONS

A. County Holiday Policy

The parties recognize that only the immediate days of mourning or holiday declared by the President and Governor shall be County holidays in addition to the specific list of holidays already present in the County Code.

B. Combining Optional Holiday Time with Vacation

The parties recognize that on December 31, 1983, any optional holiday time was combined with vacation benefits. The rate of accrual of vacation hours was increased on January 1, 1984 by 16 hours of "special" vacation time each calendar year in lieu of optional holiday time. See sub-division G of this section for vacation accrual rates.

Optional holiday time on the books as of December 31, 1983 for an employee, was "frozen" on the books and may be:

1. Taken as time off,

2. Cashed out with the approval of the employee, the department head and the County Auditor-Controller, or
3. Shall be cashed out upon the employee's termination.

C. Vacation Credit for Holidays

1. Employees, other than those working the 6-3 schedule, shall earn eight hours of vacation credit for holidays which occur during the bi-weekly period. Employees working a 6-3 schedule are given credit for the holiday time when the 6-3 audit occurs.
2. Exceptions to when equivalent vacation time is credited are as follows:
 - a. New hires or employees who return from leave of absence shall receive vacation credit for a holiday if the first day worked is on or before the holiday.
 - b. Terminated or discharged employees, or those beginning an unpaid leave of absence, shall accrue vacation credit for a holiday if the last day for which pay is received falls after the holiday, or if the last day worked falls on the holiday.
 - c. Employees on disciplinary suspension without pay shall not receive vacation credit for a holiday occurring during the period without pay.
 - d. Employees taking time off without pay shall not accrue the holiday if they are on an unpaid status during the major portion of the pay period.
3. Employees, other than those working on a 6-3 schedule, who work on a holiday shall receive equivalent vacation time credit. Equivalent vacation time credit shall also apply when a holiday falls on a Saturday for those working Monday through Friday schedules.

D. Vacation Accumulation Maximum

Vacation time in the amount not to exceed four hundred fifty (450) hours shall be carried over on employee accrual balances from year to year.

The parties agree that, employees who have reached the four hundred fifty (450) hour vacation accumulation maximum shall not accrue any additional vacation time. Accrual of vacation time shall again commence in the pay period that the employee's vacation time has fallen below the 450 hour maximum. It is the policy of the County that the employees take at least their normal vacation each year; provided, however, that for reasons deemed sufficient by their department head, an employee may, with

the consent of the department head, take less than the normal vacation time with a correspondingly longer vacation the following year.

Employees who are nearing the vacation accumulation maximum of four hundred fifty (450) hours (at three hundred seventy (370) hours or higher) shall receive notification from the department. Employees are encouraged to request vacation upon receiving this notice pursuant to department procedures.

Failure by the employee to make a good faith effort to request vacation in accordance with departmental procedures, will result in vacation accrual stoppage at four hundred fifty (450) hours.

If the employee does make a good faith effort to request vacation time and the request is denied by the department, or the approved vacation is canceled, or cannot be utilized by reason of subpoena or other required duties of the department, the employee shall receive up to eighty (80) hours of vacation cash-out. It is understood employees may have to request vacation time outside of high use times, i.e. holiday seasons and summer months.

E. Limited Cash Conversion

The parties agree that employees with one hundred (100) or more hours of accrued vacation on the records may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year.

F. 6-3 Schedule Holidays

The parties agree that the 6-3 working schedule includes built-in holidays in lieu of optional and designated holidays in County service and shall remain unchanged during the term of this agreement.

G. Vacation Accumulation Rate

The parties agree that consistent with the County Code the following vacation accumulation rates shall be in effect during the term of the agreement:

3.08 hours per pay period (ten (10) days a year) for the first through completion of the second year of continuous services.

4.62 hours per pay period (fifteen (15) days a year) for the third year through and including the tenth year of continuous service.

6.16 hours per pay period (twenty (20) days a year) for the start of the eleventh year through and including the twentieth year of continuous service.

7.70 hours per pay period (twenty-five (25) days a year) for the twenty-first (21st) year of continuous service and thereafter until separation from County service.

In addition, employees shall earn sixteen (16) hours of "special" vacation time each calendar year in lieu of optional holiday time. "Special" vacation shall be earned in addition to the regular vacation and shall be earned by prorating said amount over twenty-six (26) pay periods.

H. Vacation Bank

The parties agree that a vacation bank has been established for the limited purpose of authorizing DSA officers to request use of this time for DSA business, including participation in DSA sponsored conferences and workshops. The vacation bank shall at no time exceed the maximum of five hundred (500) hours. This time, if not utilized by the DSA officers, shall not be returned to the contributing members, nor shall this time be subject to cashout. The DSA shall provide the Sheriff, the County Executive Officer and the Auditor-Controller with a current list of the eight DSA officers eligible to request use of vacation bank time.

Vacation requests for use of this time shall be submitted and approved consistent with the Sheriff's existing policy for approval of vacation time. The DSA recognizes that the Sheriff shall not be obligated to hire relief personnel on an overtime basis in order for vacation bank time to be approved, nor shall previously approved vacation requests of other Sheriff's personnel be subject to cancellation so that DSA vacation bank requests can be approved.

In January, if the vacation bank is fifty (50) hours or more below the five hundred (500) hour maximum, bargaining unit members who voluntarily elect to pay dues to the DSA shall have a pro-rated amount of vacation time transferred to the bank in the amount necessary to return the bank to the five hundred (500) hour maximum. The time will only be transferred from the DSA dues paying members to the vacation bank in January of each year.

The Sheriff shall allow eighty (80) hours of release time on an annual basis for mutual business that benefits both the county and the DSA.

This release time is in addition to the vacation time bank.

The use of the County-contributed hours must meet existing County rules and shall be used by the designated eligible DSA officers for the benefit of the Deputy Sheriff's Association and the County.

The DSA shall hold the County and its officers and employees harmless for transferring the vacation time from dues paying DSA members as provided for in this Section.

F. IRS Code Section 125

Effective March, 1991, the County implemented the mandatory premium conversion plan under Section 125 of the Internal Revenue Code, limited to employee health insurance premium contributions.

G. State or Federal Health Care Reform

Should any new State or Federal legislation be approved to take effect during the term of the agreement which affects the County's health insurance programs, the parties agree to immediately meet to determine the potential impact, if any, on employees or the County, of the legislation. Absent legislation modifying such, the County agrees that at least the dollar amounts of premium contributions made by the County for health insurance premiums shall be available to employees during the term of the agreement, unless amended through the joint negotiation process on health insurance.

18. IRS CODE SECTIONS

The parties acknowledge that the County has implemented the provisions of IRS Code Section 414 (h2) dealing with employer "pickup" of the employee's retirement contribution for both Tier I and II.

The County shall extend to members of the bargaining unit the Dependent Care Assistance and Medical Expense Reimbursement program currently available for management and

confidential employees as soon as possible after the signing of the Memorandum of Understanding (MOU).

19. PAYROLL DEDUCTIONS

A. Legal Defense Fund Deduction

The County agrees that it shall deduct from the salary of each full-time member of the bargaining unit who provides written authorization for such deduction on forms provided by the DSA, an amount specified in writing by the DSA for the specific purpose of a legal defense fund. The County shall remit said deduction to the address on file for the DSA. The foregoing deduction, however, is subject to sufficient funds being due to the member of the bargaining unit for whom deductions are to be made after the County has paid all of their legally required or employee-authorized payroll deductions. The DSA agrees to defend, indemnify and hold harmless Stanislaus County, its employees and agents against damages and claims of whatever nature arising out of deductions from employee paychecks.

B. Operating Engineers Credit Union Deduction

The parties agree that, the County shall provide a voluntary payroll deduction for the Operating Engineers Credit Union. This deduction shall be made in accordance with the policy of the Auditor-Controller. It is further acknowledged that the monthly fee required by the Auditor-Controller for fewer than fifty (50) participants shall be waived if additional OE3 represented bargaining units negotiate the deduction and there is a total of fifty (50) or more participants from the combined OE3 bargaining units.

C. Voluntary Dues Deduction - Long Term Disability Income Protection Plan

The County agrees to implement a voluntary dues deduction program for members of the bargaining unit to participate in a long term disability insurance plan. The voluntary deduction shall be implemented in accordance with the policy of the Auditor-Controller.

20. FUTURE MEET AND CONFER TOPICS

The DSA agrees that during the term of this MOU, the County may make proposals, that will be subject to meet and confer to the extent required under the Meyers-Milias-Brown Act, on the following subjects:

- A. Pay For Performance/Incentive Pay;
- B. County Personnel Policy Changes;
- C. Drug Testing Procedures;
- D. Health Insurance.

The County agrees that any changes made as a result of meet and confer pursuant to this section shall not result in a loss of salary, compensation or cafeteria contributions currently provided to DSA members.

21. PERSONAL PROPERTY DAMAGE PROCEDURE

The parties agree that the County policy providing for reimbursement of personal property such as clothing damaged or destroyed in the line of duty and without employee negligence shall continue with the specific understanding that normal wear and tear is not covered as reimbursable and that any and all disputes arising out of this process shall be referred for final resolution to a County department head mutually agreed upon. If the parties cannot agree on a particular department head, one shall be selected by an alternate striking method. Normal wear and tear refers to the wearing out of articles of personal property or clothing that results over time and through no sudden or unusual occurrence such as line of duty accident. This recognizes the fact that many articles of clothing wear out with age and would be replaced in the normal course.

22. PHYSICAL/EYE EXAMINATION

A. Physical Examination

The parties agree that not more than once in a three (3) year period each employee shall be entitled to request a physical examination to be performed at Stanislaus County Health Services Agency provided such employee is at least forty (40) years of age at the time of making the request. Such examination shall be conducted by qualified Stanislaus County Health Services Agency staff members at a time mutually convenient to Stanislaus County Health Services Agency and the employee. Requests for examinations shall be made by written request to the Chief Executive Office or such other place as directed.

B. Eye Examination - ID

All members of the bargaining unit assigned to the Sheriff's Department ID Division shall be eligible each year for one extra eye exam and replacement of lenses only if necessary. This exam is in addition to the provided by the employee's respective vision insurance plan.

23. SICK LEAVE

A. Sick Leave Cashout

The parties agree that the sick leave policy of the County in effect immediately prior to the commencement of this agreement shall remain in effect during the term of this agreement, with the exception that the policy of the County concerning pay for a portion of accrued sick leave upon termination of County employment shall be amended as follows in the consideration of the salary and other fringe benefit increases in this agreement. The parties agree that employees who terminate from County service as a result of death, non-service connected disability retirement, or service retirement shall be eligible to receive cash for accrued, but unused sick leave on the books at the rate of fifty percent (50%) of the salary equivalent of such sick leave.

The parties agree that at the time a member of the bargaining unit is granted a service connected disability retirement the employee shall not have the option to continue his or her disability leave charged against accrued sick time. Any accrued sick leave shall be cashed out at seventy-five percent (75%). The seventy-five (75%) cashout shall be limited to this circumstance only.

Employees terminating from County service for all other reasons, including but not limited to resignation and discharge, shall not be eligible to receive any cash out of unused sick leave.

The maximum amount of sick leave that shall be applied toward the cash out provisions as provided for herein shall be six hundred (600) hours. For example, if an employee retires from County service, he or she would be cashed out for fifty percent (50%) of six hundred (600) hours or three hundred (300) hours. Time in excess of the six hundred (600) hours shall continue to accrue and be used in the case of illness.

In addition, any current employee who has accrued time in excess of six hundred (600) hours shall, upon retirement, consistent with current MOU provisions, cash out the amount of time accrued as of the pay period ending January 6, 1995 or the end of the last pay period in October, whichever time is higher. The total sick leave accrual on the date for each employee shall become the employee's individual maximum or cap for sick leave cashout purposes while the employee remains in the continuous employment of the County. For example, if the employee has one thousand (1,000) hours on the date the cashout maximum takes effect, he or she would be cashed out for fifty percent (50%) of one thousand (1,000) hours or five hundred (500) hours upon retirement. Any time accrued and in excess of this time shall not be subject to cashout. The County agrees that any sick leave credited toward retirement of the employee shall be made in good faith.

The purpose of this provision is to place a ceiling on the County's cashout liability for sick leave while maintaining unlimited accrual of sick leave for catastrophic illness.

Furthermore, the County agrees all sick leave accrued above the employees individual cashout maximum shall be converted toward service credit upon retirement on an hour-for-hour basis.

B. Conversion of Sick Leave Cashout Benefits to Health Insurance Upon Retirement

If the County establishes a program which allows for the conversion of sick leave cashout benefits to cover the cost of health premiums upon retirement, that program shall be made available to all employees covered by this agreement. This program must meet the criteria of the Auditor-Controller and Internal Revenue Codes for tax purposes.

C. Sick Leave Used for Family Leave

The parties agree that sick leave used for family leave shall be governed by the California Labor Code Section 233.

24. 6-3 AUDIT

The 6-3 audit conducted by the Auditor-Controller's Office shall continue.

The parties agree to open discussion regarding the ways to simplify the audit after upgrade of the payroll system.

25. UNIFORM ALLOWANCE

The parties agree that uniform allowance shall be two hundred fifty-five dollars (\$255.00) per quarter or one thousand twenty dollars (\$1,020.00) per year. Payments shall be made on a quarterly payment basis on the first pay day after January 1, April 1, July 1 and October 1 for the prior quarter of the calendar year.

No uniform allowances shall be provided to employees absent from duty for three or more consecutive calendar months on 4850 or other disability-related leave.

26. BODY ARMOR

The Sheriff shall provide Threat Level IIIA body armor to all sworn personnel in the Operations Division. All such personnel are required to wear the body armor; provided,

however, the Sheriff may designate exceptions to the requirement for certain personnel. The Sheriff's designation of exceptions is not grievable or arbitrable.

27. RETIREE MEDICAL TRUST

The parties agree that the Deputy Sheriff's Association will establish a Retiree Medical Trust, funded by salary reduction and/or contractually permitted sick leave cash-outs at the option of the DSA.

28. VOLUNTARY FITNESS CHALLENGE PROGRAM

The parties agree to open discussion limited to implementation of a Voluntary Fitness Challenge Program at the time the Sheriff's Department believes implementation would be feasible.

29. SEVERABILITY

It is not the intent of the parties hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction over the subjects of this collective bargaining agreement, and the parties hereto agree that in the event that any provisions of this agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the agreement shall

remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this agreement.

30. DISCIPLINARY APPEALS BOARD

The parties agree that the County would change its practice to comply with applicable law.

31. FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, Understandings, and Agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.
- B. Existing practices and/or benefits which have a direct effect on employee wages, hours and other terms and conditions of employment which are not referenced in this Agreement shall continue without change unless modified or abolished by mutual agreement of the parties. The parties understand and agree that the provisions of mutual agreement shall not apply to issues under conditions of employment unless it can be shown that they affect wages, hours or other substantial terms or conditions of employment.

The continuation of these existing practices and/or benefits is contingent upon there being practices and benefits that are recognized by the parties as open and notorious and clear and known and regular and consistent. Examples, without limitation, would be those established in writing or those created by custom and practice known to both sides for a substantial period of time. It is the intent of the parties that management trials, test cases, individual or small group practices, or sporadic practices that have not been sufficiently evaluated and accepted by management not be considered an established pattern, practice or benefit within the meaning of this clause.

- C. It is the intent of the parties that ordinances, Board resolutions, rules and regulations enacted pursuant to this Agreement shall be administered and observed in good faith.
- D. Nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer in any subject within the scope of representation during the term of this Agreement.

ATTACHMENTS

- A - Reduction-In-Force Policy
- B - Binding Arbitration of Discipline and Grievances (Excluding EEO Grievances)
- C - Side Letter Regarding Conflict of Interest Counsel