

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: CHIEF EXECUTIVE OFFICE

BOARD AGENDA # *B-5

Urgent _____ Routine X

AGENDA DATE September 18, 2001

CEO Concurs with Recommendation YES Int NO _____
(Information Attached)

4/5 Vote Required YES _____ NO X

SUBJECT: APPROVAL OF LABOR AGREEMENT BETWEEN THE COUNTY AND OPERATING ENGINEERS LOCAL 3 REPRESENTING THE DISTRICT ATTORNEY INVESTIGATOR'S ASSOCIATION

STAFF
RECOMMEN-
DATIONS:

1. IMPLEMENT THE PROVISIONS CONTAINED WITHIN THE TENTATIVE AGREEMENT REACHED BETWEEN THE COUNTY AND OPERATING ENGINEERS LOCAL 3 REPRESENTING THE DISTRICT ATTORNEY INVESTIGATOR'S ASSOCIATION; AND
2. AMEND THE "SALARY AND POSITION ALLOCATION RESOLUTION" TO REFLECT THE CHANGES AGREED TO.

FISCAL
IMPACT:

This agreement covers fifty-four (54) months, over the current and next four (4) fiscal years, through fiscal year 2006. The estimated cost for the current fiscal year is \$84,550; and the estimated cost for the remaining years are \$95,701 (2002/03); \$37,252 (2003/04); \$42,116 (2004/05) and \$14,816 (2005/06). Approximately 54% of this cost will be applied to the special revenue fund each year. For the current fiscal year the increased salary costs will be funded through existing departmental resources.

(Fiscal Impact Continued on Next Page)

BOARD ACTION AS FOLLOWS:

No. 2001-705

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

Ayes: Supervisors: Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Christine Ferraro Deputy

File No.

APPROVAL OF LABOR AGREEMENT BETWEEN THE OPERATING ENGINEERS LOCAL 3
REPRESENTING THE DISTRICT ATTORNEY INVESTIGATOR'S ASSOCIATION

PAGE 2

FISCAL
IMPACT

CONTINUED: The County general fund impact is approximately 46% each fiscal year. For the current fiscal year a portion of the increased salary is budgeted through the contingency fund. As necessary, these funds will be appropriated to the department's budget to cover the general fund portion of the cost in accordance with the recommended budget actions at mid-year. The financial impact of salary increases will be addressed during the budget process for subsequent fiscal years.

DISCUSSION:

The OE3 and the County reached a tentative agreement to amend the current Memorandum of Understanding which expired on August 31, 2001. The tentative agreement was ratified by the membership. The tentative agreement covers a multi-year period of September 1, 2001 through February 28, 2006 and grants the twenty (20) employees covered by the agreement across the board pay increases over the term of the agreement. The agreement includes retroactive salary increases to the expiration of the prior contract on August 31, 2001.

- ◆ Implements a retirement benefit of three percent (3%) of salary at age fifty (50), with a target date of March 1, 2002, but not later than July 1, 2002.
- ◆ Maintains at least a ten percent (10%) spread between Criminal Investigator II and Senior Criminal Investigator in recognition of full-time supervision.
- ◆ Increases the weekly on-call pay to \$250 per week.
- ◆ Provides eight (8) hours of holiday credit while on-call during a recognized holiday.
- ◆ Provides an increase in Advanced POST Certificate to five percent (5%) effective February 28, 2006.

The County and OE3 agree to re-open discussions on: incentive pay/pay for performance, county personnel policy changes, drug testing procedures, health insurance, and safety equipment.

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.

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
Operating Engineers Local Union No. 3
Representing the Stanislaus County District Attorney
Investigators Bargaining Unit.**

1. **TERM OF THE AGREEMENT**

This agreement shall remain in full force and effect for a fifty-four (54) month period commencing on September 1, 2001, and ending on February 28, 2006.

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 September 1, 2001	2 percent
The first pay period following October 15, 2001	2 percent
The first pay period following December 1, 2001	3 percent
The first pay period following implementation of 3% at 50 retirement (target date March 1, 2002 but not later than July 1, 2002)	2 percent
The first pay period following December 1, 2002	1 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 (3%) of base salary at age fifty (50), including the single highest year, to be implemented on March 1, 2002, but no later than July 1, 2002.

C. Supervisors

Maintain at least a ten percent (10%) spread between Criminal Investigator II and Senior Criminal Investigator in recognition of full-time supervision.

D. On-Call Pay

Increase the weekly on-call pay to \$250 per week.

E. Holidays

Compensate eight (8) hours of holiday credit while on-call during a recognized holiday:

New Year's Day, January 1st
Memorial Day
Independence Day, July 4th
Labor Day
Veterans Day, November 11th
Thanksgiving Day
Christmas Eve, December 24th (four (4) hours only)
Christmas Day, December 25th

F. POST Incentive Pay

Effective February 28, 2006, those individuals possessing an Advanced POST Certificate shall receive a premium of five percent (5%) of actual base salary. POST Certificate pay is non cumulative.

3. **FUTURE MEET AND CONFER TOPICS**

The parties agree, during the term of this agreement, to meet and confer at the request of either party to the extent required by the Myers-Miliias-Brown Act. These mutual, non-binding discussions are specifically limited to the following:

- A. Health and Welfare Benefits
- B. Retiree Health Care
- C. Amend Stanislaus County Personnel Policies
 - 1) SCPP 3.08.050 to include Psychologists
 - 2) SCPP 3.28.130 to redefine time limits to appeal dismissal for Absent Without Leave (AWOL)
- D. Examine Medical Terminations Pursuant to Section 19253.5(a) Government Code
- E. Safety Equipment

The County agrees that any changes made as a result of the meet and confer process pursuant to this section shall not result in a loss of salary, compensation or cafeteria contributions currently provided to OE3 members.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF STANISLAUS AND
THE OPERATING ENGINEERS LOCAL UNION NO. 3
REPRESENTING THE STANISLAUS COUNTY
DISTRICT ATTORNEY INVESTIGATORS BARGAINING UNIT**

This agreement is entered into between the County of Stanislaus and the Operating Engineers Local Union No. 3 (OE3) representing the Stanislaus County District Attorney Investigators 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 OE3, 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



Carol Shipley
Assistant District Attorney



Dallas Scott
Chief Criminal Investigator

FOR OE3:



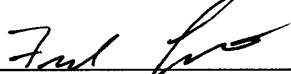
Paul Kondsorf
Business Agent, OE3



George Papadopoulos
Criminal Investigator II



Mark Smith
Senior Criminal Investigator



Fred Antone
Criminal Investigator II

DATE SIGNED February 1, 2002

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Attachment A – Reduction-in-Force Policy

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 Criminal Investigator I/II and Senior Criminal Investigator.

2. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect for a fifty-four (54) month period commencing on September 1, 2001, and ending on February 28, 2006.

3. NO STRIKE

OE3 acknowledges that strikes, slow-downs, sick-ins and other job actions which disrupt work are detrimental to the interest of the citizens of Stanislaus County and violate County ordinances. OE3 agrees, as consideration for the salary and fringe benefits herein set forth, that it will not participate in, condone, or encourage such actions during the term of this agreement.

4. NON-DISCRIMINATION/FAIR REPRESENTATION

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), 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. OE3 agrees to encourage its members to assist in the implementation of that program.

OE3 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 will not discriminate or take adverse action against employees on the basis of their choice of OE3 representation.

5. SAFETY PROGRAM SUPPORT

OE3 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

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 September 1, 2001	2 percent
The first pay period following October 15, 2001	2 percent
The first pay period following December 1, 2001	3 percent
The first pay period following implementation of 3% at 50 retirement (target date March 1, 2002 but not later than July 1, 2002)	2 percent
The first pay period following December 1, 2002	1 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. Salary Administration

1. The parties agree that County salary policy applied to an employee dismissed during probationary service from a position to which he or she had been demoted, promoted or transferred, will 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 the County policy concerning salary administration as follows: "Eligibility for advancement to subsequent salary steps will thereafter be based on one year satisfactory continuous service at the prior step until the employee reaches the maximum step of the appropriate salary range."

3. The parties further agree to the County's policy that a 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.

C. On-Call Pay

On-call pay shall be compensated at \$250.00 for each seven (7) day period of required on-call service.

D. Call-Back Minimum

The parties agree that the three (3) hour minimum call-back, paid at time and one-half, shall apply to members of the bargaining unit in any official call-back situation.

E. POST Incentive Pay

1. Intermediate

The County agrees that those individuals possessing an Intermediate POST Certificate will receive a premium of two and one-half percent (2.5%) of actual base salary. POST Certificate pay is non-cumulative.

2. Advanced

Those individuals possessing an Advanced POST Certificate will receive a premium of three percent (3%) of actual base salary. Effective February 28, 2006, those individuals possessing an Advanced POST Certificate shall receive a premium of five percent (5%) of actual base salary. POST Certificate pay is non-cumulative.

F. Retirement

1. It is agreed and understood that Stanislaus County shall pay to the retirement system, the employees' retirement contribution of three and three-quarters percent (3.75%) of the employees' salary, effective January 1, 1987, vested in the employee.
2. 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 (3.75%) of their salary as a reimbursement from the system.
3. Members of the bargaining unit shall receive upon retirement three percent (3%) of base salary at age fifty (50), including the single highest year, to be implemented on March 1, 2002, but no later than July 1, 2002.

G. 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 October 1, 1989, 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 for promotion to classifications within this unit or for promotion to classifications assigned to the bargaining unit for which this provision applies.

H. Supervisors

The County shall maintain at least a ten percent (10%) spread between Criminal Investigator II and Senior Criminal Investigator classifications in recognition of full-time supervision.

8. DESIGNATION OF BILINGUAL POSITIONS

Effective upon Board approval of the agreement positions in the bargaining unit shall be eligible for bilingual compensation in accordance with the following provisions:

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 cents (\$.48) per hour. 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 (7) day period of on-call status per month to serve as interpreters without additional compensation unless called back to work.

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.

9. AMMUNITION

The County will phase out use of fully leaded handgun ammunition within eighteen (18) months of the parties' approval of this Memorandum of Understanding.

10. HOLIDAY/VACATION TIME PROVISIONS

A. County Holiday Policy

1. The parties agree that only the immediate days of mourning or holiday declared by the President of the United States and the Governor of California will be considered County holidays in addition to the specific list of holidays already present in the County Code.

2. Compensate eight (8) hours of holiday credit while on-call during a recognized holiday:

New Year's Day, January 1st
Memorial Day
Independence Day, July 4th
Labor Day
Veterans Day, November 11th
Thanksgiving Day
Christmas Eve, December 24th (four (4) hours only)
Christmas Day, December 25th

B. Combining Vacation & Optional Holiday Time

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 sixteen (16) hours of "special" vacation time each calendar year in lieu of optional holiday time. See sub-division F 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. May be cashed out upon the employee's termination.

C. Vacation Credit for Holidays

Eight (8) hours of vacation credit for holidays will be given during the bi-weekly period in which the holiday occurs. The exceptions to this are:

1. New hires or employees who return from leave of absence will receive vacation credit for a holiday if the first day worked is on or before the holiday.
2. Terminated or discharged employees, or those beginning an unpaid leave of absence, will 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.
3. Employees on disciplinary suspension without pay will not receive vacation credit for a holiday occurring during the period without pay.
4. Employees taking time off without pay will not accrue the holiday if they are on an unpaid status during the major portion of the pay period.

5. Optional (floating) holidays will continue to be credited to vacation balances at the first of the year.

D. 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 frequently more than once in a fiscal year. Such conversion shall be granted upon approval of the department head and the Auditor-Controller. Requests shall not be unreasonably denied.

E. Vacation Accumulation Maximum

For the term of this agreement only, the vacation accrual maximum shall be increased so that 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 additional vacation time carried over under this provision shall not be subject to cash out upon termination and shall be considered the first time used.

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 four hundred fifty (450) hour maximum. It is the policy of the County that 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) will 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.

F. Vacation Accumulation Rate

The parties agree that consistent with the county code the following vacation accumulation rates are 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 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.

11. LEAVES OF ABSENCE

- A. The parties agree that the County's leave of absence policy will remain unchanged during the life of this agreement and that leaves of absence without pay may be approved for probationary employees. Further, as a condition for a leave of absence without pay to continue, the County may require the employee on leave to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved.
- B. In addition, the parties agree that time worked during the probationary period will be counted toward permanent status even if the person has an intervening leave of absence during the probationary period.
- C. The parties further agree that the County's leave of absence policy will not change to reflect the fact that the granting of any leave of absence without pay or other time off without pay exceeding fifteen (15) calendar days shall cause the employee's date of eligibility for increased vacation accrual rates to be postponed by the equivalent number of months to the nearest number of months for which the leave of absence is granted based on the number of calendar days in such month.

12. AUTOMATIC RESIGNATION

The parties agree that an employee who is absent without authorization and without contacting his or her supervisor for three (3) consecutive working shifts, or longer, will be presumed to have voluntarily resigned from County service, effective on the date at which the unauthorized absence

began. The provisions of County code Section 3.28.130 (Petition to Set Aside Resignation) shall apply.

13. MAXIMUM SUSPENSION

The parties agree that the maximum time period during which an employee may be suspended for cause pursuant to County discipline policies is ninety (90) days. Notwithstanding the ninety (90) day maximum, both parties recognize that the Disciplinary Appeals Board could impose a longer suspension in lieu of termination.

14. NO CHARGES ON PROBATIONARY TERMINATIONS

The parties agree that the County will not be required to prepare a statement to the file as to why an individual's probationary period was terminated.

15. REDUCTION-IN-FORCE POLICY

The parties agree that the County Reduction-In-Force Policy included in this agreement as Attachment A, applies to all employees covered by this agreement. At least twenty-one (21) calendar days of advance notice will be given to employees affected by reduction-in-force actions.

16. PERSONAL PROPERTY DAMAGE PROCEDURE

The parties agree that the County policy providing for reimbursement to personal property such as clothing damaged or destroyed in the line of duty and without employee negligence will 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 will be referred for resolution to a County department head mutually agreed upon. If the parties cannot agree on a particular department head, one will 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 covers the fact that many articles of clothing wear out with age and would be replaced in the normal course of our personal lives.

17. GROUP INSURANCE BENEFITS

A. Health Insurance

The parties recognize that the County has joined Pacific Business Group on Health (PBGH). The group has not yet negotiated their rates for the upcoming year. The parties agree to meet and confer in the Joint Task Force for discussion of health insurance when rates become available. These rates will be available in June of each year. Current benefits and cafeteria contributions will stay in effect until January of the following year, unless agreed to otherwise.

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 DA Investigator members.

B. Group Dental and Vision

The parties agree that group dental and vision care insurance benefits and dollar amounts that the County contributes for dental and vision insurance premiums through the Cafeteria Plan shall remain in effect during the term of this agreement.

C. OE3 Plan

The parties agree that County contribution rates as provided by the Cafeteria Plan shall apply for the term of this agreement to employees choosing to participate in the group health insurance program offered by Operating Engineers.

D. Ending Automatic Conversion From OE3 to County Insurance

The parties agree that the County will only accept employees who wish to change from OE3 insurance during an open enrollment. The conditions of acceptance are determined by the insurance option selected.

E. 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 terms of the agreement, unless amended through the joint negotiation process on health insurance.

18. PAYROLL DEDUCTIONS

The County will provide a payroll deduction for DA Investigators pursuant to the following:

A. Fair Share Fee Payments

1. All regular full-time, non-probationary employees shall, as a condition of employment, pay a representation service fee which is the employee's proportionate share of the Stanislaus County District Attorney Investigators Association and their designated representatives (referred to as "Union") cost of negotiations, meeting and conferring, administering the Memorandum of Understanding (MOU), and disciplinary representation beginning ninety (90) days after the MOU is ratified and adopted by the Union and the County, or after an employee attains such status, or after the Union has provided the employee(s) and the County with the legally required expenditure information as outlined in the Hudson Act, whichever is latest. Such representation

service fee shall in no event exceed the total, regular, periodic membership dues paid by unit employees.

2. The representative service fee arrangement provided by this section may be rescinded by majority vote determined in a secret ballot election in which all regular bargaining unit employees are eligible to vote as provided by the Meyers-Miliias-Brown Act.
3. Employees opposed to having a portion of their fees being spent on activities or causes of a partisan political or ideological nature, may exercise relief under the Beck decision.
4. Any employee who objects to joining or financially supporting employee organizations shall not be required to financially support the Union. Such employee, in lieu of a representation service fee, shall instruct the County, in writing, with a copy to the Union, to deduct and pay a sum equal to the representation service fee to the United Way of Stanislaus County.
5. When an authorized agent of the County is served with written notice by a concerned unit employee or employees, or by the Union that a dispute exists between such unit employee or employees and the Union involving a claimed violation of employee rights with respect to (1) representation service fee expenditures or obligations by the Union, or (2) employee exemption pursuant to paragraph 4, the County shall thereafter deposit such disputed dues or fees in an interest bearing escrow or comparable account pending final resolution of the dispute, and shall so advise in writing the employee or employees and the Union. The County shall not be obligated to take any other or further action pending final resolution of the dispute. Final resolution as used in this subdivision shall mean resolution of the dispute by way of legally binding arbitration between the employee(s) and the Union. The sole obligation of the County with respect to such disputes is as set forth in this paragraph. The County shall not be made a party to the arbitration.
6. The Union agrees to indemnify and defend the County and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County under this section.

B. Credit Union Deductions - Operating Engineers

The parties agree that effective after Board of Supervisors approval of this agreement, the County will provide a voluntary payroll deduction for the Operating Engineers Credit Union.

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 after Board of Supervisors approval of this Agreement, and in accordance with the policy of the Auditor-Controller.

19. 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 Health Services Agency provided such employee is at least forty (40) years of age at the time of making the request. Such examination will be conducted by qualified Stanislaus Medical Center staff members at a time mutually convenient to Stanislaus Health Services Agency and the employee. Requests for examinations will be made by written request to the Personnel Department or such other place as directed.

20. SICK LEAVE

A. Cashout Provisions

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 will be amended as follows in consideration of the salary and other fringe benefit increases in this agreement. The parties agree that Criminal Investigators and Senior Criminal Investigators 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 effective November 1, 1987, at the time a Criminal Investigator or Senior Criminal Investigator is granted a service connected disability retirement, the employee will not have the option to continue his or her disability leave charged against accrued sick time. Any accrued sick leave will be cashed out at seventy-five percent (75%). The seventy-five percent (75%) cash out will be limited to this circumstance only.

Criminal Investigators or Senior Criminal Investigators terminating from County service for all other reasons, including but not limited to resignation and discharge, shall not be eligible to receive any cashout of unused sick leave.

The maximum amount of sick leave that shall be applied toward the cashout provisions as provided for in this section shall be six hundred 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, and consistent with current MOU provisions, cash out the amount of time accrued as of January 1, 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 cash out 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 cash out 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 in excess of this time shall not be subject to cashout.

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 to request an actuarial study to determine the increased cost of retirement rates should time above the sick leave cashout maximum be converted toward service credit upon retirement. The conversion amount would be at the same rate if the time would have been cashed out, i.e. either fifty percent (50%) or seventy-five percent (75%). The parties agree to reopen negotiations to discuss the results of the actuarial study.

Absent the County agreeing to convert the time to service credit, the parties agree that the prior cash out policies shall take effect for members of the bargaining unit employed at that time, retroactive to the implementation date, including any member who may have retired. In addition, if the County does not agree to convert the time to service credit, the parties acknowledge that all new hires appointed on or after April 1, 1995 shall have a maximum of six hundred (600) hours of sick leave to apply toward cashout upon retirement. The only exception to the new hire appointment will be in the case of an employee promoting or transferring to an investigator position from another department in the County who has a higher individual maximum as provided by this Section. In this case, the employee's individual sick leave maximum shall be maintained.

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 cash out 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.

21. POSTING ACCRUED BENEFIT TIME

Accumulated vacation, sick leave, and compensatory time off shall be posted at each work site no later than sixty (60) calendar days after the end of the pay period to which it refers.

22. IRS CODE SECTIONS

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

Effective with the first pay period in March 1991, the County installed Section 125 of the Internal Revenue Code, which limited employee health insurance premium contributions. The parties further agree that all interested members of the bargaining unit shall be eligible to participate in the Dependent Care Assistance Program and the Medical Expense Reimbursement Program at a monthly cost to the employee.

23. FUTURE MEET AND CONFER TOPICS

The parties agree, during the term of this agreement, to meet and confer at the request of either party to the extent required by the Myers-Miliias-Brown Act. These mutual, non-binding discussions are specifically limited to the following:

- A. Health and Welfare Benefits
 - B. Retiree Health Care
 - C. Amend Stanislaus County Personnel Policies
 - 1) SCPP 3.08.050 to include Psychologists
 - 2) SCPP 3.28.130 to redefine time limits to appeal dismissal for Absent Without Leave (AWOL)
 - D. Examine Medical Terminations Pursuant to Section 19253.5(a) Government Code
 - E. Safety Equipment
- The County agrees that any changes made as a result of the meet and confer process pursuant to this section shall not result in a loss of salary, compensation or cafeteria contributions currently provided to OE3 members.

24. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)

The County and OE3 acknowledge and agree that the ADA may require modification of County policy or MOU provision in order to provide reasonable accommodation to individuals protected under the Act on a case by case basis. The County and the Union agree to meet and confer if the accommodation will require some modification of the MOU or County policy which affects any term or condition of employment or is otherwise a mandatory subject of bargaining. Said meet and confer will be on a case by case basis and no single accommodation shall establish a past practice.

25. 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 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.

26. FULL UNDERSTANDING

- 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.

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.

- B. 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.
- C. 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.