

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

DEPT: CHIEF EXECUTIVE OFFICE

BOARD AGENDA # *B-6

Urgent Routine X

AGENDA DATE September 18, 2001

CEO Concurs with Recommendation YES X NO
(Information Attached)

4/5 Vote Required YES NO X

SUBJECT:

APPROVAL OF LABOR AGREEMENT BETWEEN THE COUNTY AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 535 REPRESENTING THE COMMUNITY AND HEALTH SERVICES BARGAINING UNIT.

STAFF
RECOMMEN-
DATIONS:

1. IMPLEMENT THE PROVISIONS CONTAINED WITHIN THE TENTATIVE AGREEMENT REACHED BETWEEN THE COUNTY AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 535 REPRESENTING THE COMMUNITY AND HEALTH SERVICES BARGAINING UNIT; AND
2. AMEND THE "SALARY AND POSITION ALLOCATION RESOLUTION" TO REFLECT THE CHANGES AGREED TO.

FISCAL
IMPACT:

This agreement covers 48 months, over the current and the next three fiscal years through fiscal year 2005. The estimated cost for the current fiscal year is \$520,804; and the estimated costs for remaining years are fiscal years are: \$1.848 million (2001/02); \$1.802 million (2002/03); \$1.493 million (2004/04); and \$1.742 million (2004/05). Most of this cost (approximately 74%) will be applied to special revenue fund each fiscal year. For the

(Fiscal Impact Continued on Next Page)

BOARD ACTION AS FOLLOWS:

No. 2001-706

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: Deputy

Christine Ferraro

File No.

APPROVAL OF LABOR AGREEMENT BETWEEN THE COUNTY AND SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 535 REPRESENTING THE COMMUNITY AND HEALTH
SERVICES BARGAINING UNIT

PAGE 2

FISCAL

IMPACT

CONTINUED:

special revenue, enterprise and internal service fund departments increased salary costs will be funded through the departments' existing resources. The County general fund impact is approximately twelve percent (12%) 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 each General Fund 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:

SEIU and the County reached a tentative agreement to amend the current Memorandum of Understanding which expired June 30, 2001. The tentative agreement was ratified by the membership. The tentative agreement covers a multi-year period of July 1, 2001 through June 30, 2005 and grants the 716 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 June 30, 2001.

Negotiations were conducted using an Interest Based Approach. The Interest Based Approach is a departure from traditional, position-based bargaining. It involves a discussion of interests rather than demands. It is an approach to better communicate and resolve differences through understanding and persuasion. Many of the issues focus on the process and relationship facets of a labor management partnership. Many issues that traditionally would have been included in an MOU were handled through joint labor management problem solving. The County and SEIU are committed to continuing this approach to handle issues as they arise during the term of the contract.

The agreement provides for increases in bilingual and on-call pay; provides for continuing education time for Mental Health Clinicians; and provides uniform allowance for Group Supervisors. In addition, the agreement covers equity adjustments for ten classifications. The agreement includes clarification on labor-management committee to handle on-going issues.

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
Local 535, Social Services Union, SEIU, AFL-CIO
Representing the
Community and Health Services Bargaining Unit.**

1. **TERM OF THE AGREEMENT**

This agreement shall remain in full force and effect for a forty-eight (48) month period commencing on July 1, 2001, and ending on June 30, 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 July 1, 2001	3.6 percent
The first pay period following July 1, 2002	3 percent
The first pay period following July 1, 2003	3 percent
The first pay period following July 1, 2004	<u>3.4 percent</u>
48 months	13 percent

B. Retirement

- 1) Safety 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.
- 2) The three (3) Deputy Coroners shall be converted to Safety members.
- 3) General members of the bargaining unit shall receive upon retirement two percent (2%) of base salary at age fifty-five (55), including the single highest year, to be implemented on March 1, 2002, but no later than July 1, 2002.

C. Certificate Pay

- 1) Effective, the first pay period after Board of Supervisors approval, full-time Group Supervisors will receive an additional three percent (3%) in certification pay upon successful completion of State mandated Standards and Training for Corrections (STC) Core training.

- 2) If required, the County will implement an on-site certification program for Substance Abuse Counselors to obtain CAADC or similar certification.

D. Equity Adjustments

The following classifications shall receive an equity adjustment as outlined in attachment B:

- 1) Group Supervisor I
- 2) Group Supervisor II
- 3) Group Supervisor III
- 4) Deputy Coroner
- 5) Librarian I
- 6) Librarian II
- 7) Mental Health Clinician I
- 8) Mental Health Clinician II
- 9) Home Care Assistants/Support Service Coordinators
- 10) Family Support Officer III

E. Bilingual Pay

Bilingual pay shall increase from forty-eight cents (\$.48) to sixty-nine cents (\$.69) effective the first pay period after Board of Supervisors approval.

F. On-Call Pay

On-call pay shall be four dollars (\$4.00) per hour for all bargaining unit members.

G. Unit Leader Pay

The County shall pay five percent (5%) Unit Leader pay for two (2) positions at Stanislaus Behavioral Health Center on an interim basis, until the Behavioral Health and Recovery Services restructuring process has been completed.

H. Uniform Allowance

- 1) Group Supervisors will be allotted a one-time allowance of \$220 for the purchase of authorized uniforms and equipment. Effective July 1 of each year an annual lump sum uniform maintenance allowance of \$110 will be provided to existing employees.
- 2) The County shall provide a voucher uniform allowance in the amount of \$780.00 annually each July 1 for the classifications of Animal Services Officer I/II and Animal Care Specialist I/II. New employees shall receive an additional allowance of \$200.00. In addition, current employees shall

receive a one time \$200.00 voucher credit in recognition of the uniform change. Voucher credits shall not accrue from year to year.

4. LABOR MANAGEMENT COMMITTEE

A. In large Departments, the parties shall establish a Labor Management Committee to address ongoing issues. The committee shall be comprised of the Department Head or designee, SEIU Field Representative, and up to four (4) union members appointed by the union. Issues for discussion may include, but are not limited to:

- 1) Operational issues;
- 2) Department policy changes;
- 3) Safety;
- 4) Staffing;
- 5) Equipment;
- 6) Update/Communication;
- 7) Employee matters (not specific to an individual employee).

B. For smaller departments and general County issues, the SEIU Field Representative and staff from the Chief Executive Office shall meet. Issues for discussion may include, but are not limited to:

- 1) County policy;
- 2) Update/communication;
- 3) Memorandum of Understanding issues;
- 4) Issues across departments.

5. EDUCATION

A. The parties agree to explore options to assist employees in obtaining their undergraduate degrees in difficult to recruit for classifications. This discussion will take place in the Labor Management Committee.

B. The County shall reimburse the employees in the classification of Mental Health Clinician for the \$25 application fee to receive credit through California State University, Stanislaus for onsite Continuing Education Unit courses.

C. The Education time for Mental Health Clinicians shall increase from twenty-four (24) to thirty-two (32) hours every two (2) years.

SEIU EQUITY ADJUSTMENTS NEW SALARY RANGES

Five step ranges only

Group Supervisor I

Effective First Pay Period After July 1, 2001

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 11.63	3.6%	\$ 12.05	\$ 12.65	\$ 13.28	\$ 13.94	\$ 14.64	Hourly
		\$ 963.89	\$ 1,012.00	\$ 1,062.40	\$ 1,115.20	\$ 1,171.20	Biweekly
		\$ 2,088.44	\$ 2,192.67	\$ 2,301.87	\$ 2,416.27	\$ 2,537.60	Monthly
		\$ 25,061.25	\$ 26,312.00	\$ 27,622.40	\$ 28,995.20	\$ 30,451.20	Annual

Effective First Pay Period After January 1, 2002

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 12.05	11.69%	\$ 13.46	\$ 14.13	\$ 14.84	\$ 15.58	\$ 16.36	Hourly
		\$ 1,076.69	\$ 1,130.40	\$ 1,187.20	\$ 1,246.40	\$ 1,308.80	Biweekly
		\$ 2,332.83	\$ 2,449.20	\$ 2,572.27	\$ 2,700.53	\$ 2,835.73	Monthly
		\$ 27,993.98	\$ 29,390.40	\$ 30,867.20	\$ 32,406.40	\$ 34,028.80	Annual

Group Supervisor II

Effective First Pay Period After July 1, 2001

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 13.98	3.6%	\$ 14.48	\$ 15.21	\$ 15.97	\$ 16.77	\$ 17.61	Hourly
		\$ 1,158.66	\$ 1,216.80	\$ 1,277.60	\$ 1,341.60	\$ 1,408.80	Biweekly
		\$ 2,510.44	\$ 2,636.40	\$ 2,768.13	\$ 2,906.80	\$ 3,052.40	Monthly
		\$ 30,125.22	\$ 31,636.80	\$ 33,217.60	\$ 34,881.60	\$ 36,628.80	Annual

Effective First Pay Period After January 1, 2002

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 14.48	6.58%	\$ 15.43	\$ 16.20	\$ 17.01	\$ 17.86	\$ 18.75	Hourly
		\$ 1,234.62	\$ 1,296.00	\$ 1,360.80	\$ 1,428.80	\$ 1,500.00	Biweekly
		\$ 2,675.02	\$ 2,808.00	\$ 2,948.40	\$ 3,095.73	\$ 3,250.00	Monthly
		\$ 32,100.19	\$ 33,696.00	\$ 35,380.80	\$ 37,148.80	\$ 39,000.00	Annual

Group Supervisor III

Effective First Pay Period After July 1, 2001

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 16.77	3.6%	\$ 17.37	\$ 18.24	\$ 19.15	\$ 20.11	\$ 21.12	Hourly
		\$ 1,389.90	\$ 1,459.20	\$ 1,532.00	\$ 1,608.80	\$ 1,689.60	Biweekly
		\$ 3,011.44	\$ 3,161.60	\$ 3,319.33	\$ 3,485.73	\$ 3,660.80	Monthly
		\$ 36,137.34	\$ 37,939.20	\$ 39,832.00	\$ 41,828.80	\$ 43,929.60	Annual

Effective First Pay Period After January 1, 2002

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 17.37	1.13%	\$ 17.57	\$ 18.44	\$ 19.36	\$ 20.33	\$ 21.35	Hourly
		\$ 1,405.30	\$ 1,475.20	\$ 1,548.80	\$ 1,626.40	\$ 1,708.00	Biweekly
		\$ 3,044.82	\$ 3,196.27	\$ 3,355.73	\$ 3,523.87	\$ 3,700.67	Monthly
		\$ 36,537.86	\$ 38,355.20	\$ 40,268.80	\$ 42,286.40	\$ 44,408.00	Annual

Deputy Coroner

Effective First Pay Period After July 1, 2001

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 14.68	3.6%	\$ 15.21	\$ 15.97	\$ 16.77	\$ 17.61	\$ 18.49	Hourly
		\$ 1,216.68	\$ 1,277.60	\$ 1,341.60	\$ 1,408.80	\$ 1,479.20	Biweekly
		\$ 2,636.14	\$ 2,768.13	\$ 2,906.80	\$ 3,052.40	\$ 3,204.93	Monthly
		\$ 31,633.64	\$ 33,217.60	\$ 34,881.60	\$ 36,628.80	\$ 38,459.20	Annual

Effective First Pay Period After January 1, 2002

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 15.21	9.20%	\$ 16.61	\$ 17.44	\$ 18.31	\$ 19.23	\$ 20.19	Hourly
		\$ 1,328.75	\$ 1,395.20	\$ 1,464.80	\$ 1,538.40	\$ 1,615.20	Biweekly
		\$ 2,878.95	\$ 3,022.93	\$ 3,173.73	\$ 3,333.20	\$ 3,499.60	Monthly
		\$ 34,547.39	\$ 36,275.20	\$ 38,084.80	\$ 39,998.40	\$ 41,995.20	Annual

Librarian I

Effective First Pay Period After July 1, 2001

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 14.90	3.6%	\$ 15.44	\$ 16.21	\$ 17.02	\$ 17.87	\$ 18.76	Hourly
		\$ 1,234.91	\$ 1,296.80	\$ 1,361.60	\$ 1,429.60	\$ 1,500.80	Biweekly
		\$ 2,675.64	\$ 2,809.73	\$ 2,950.13	\$ 3,097.47	\$ 3,251.73	Monthly
		\$ 32,107.71	\$ 33,716.80	\$ 35,401.60	\$ 37,169.60	\$ 39,020.80	Annual

Effective First Pay Period After January 1, 2002

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 15.44	4.69%	\$ 16.16	\$ 16.97	\$ 17.82	\$ 18.71	\$ 19.65	Hourly
		\$ 1,293.13	\$ 1,357.60	\$ 1,425.60	\$ 1,496.80	\$ 1,572.00	Biweekly
		\$ 2,801.78	\$ 2,941.47	\$ 3,088.80	\$ 3,243.07	\$ 3,406.00	Monthly
		\$ 33,621.40	\$ 35,297.60	\$ 37,065.60	\$ 38,916.80	\$ 40,872.00	Annual

Librarian II

Effective First Pay Period After July 1, 2001

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 16.39	3.6%	\$ 16.98	\$ 17.83	\$ 18.72	\$ 19.66	\$ 20.64	Hourly
		\$ 1,358.40	\$ 1,426.40	\$ 1,497.60	\$ 1,572.80	\$ 1,651.20	Biweekly
		\$ 2,943.21	\$ 3,090.53	\$ 3,244.80	\$ 3,407.73	\$ 3,577.60	Monthly
		\$ 35,318.48	\$ 37,086.40	\$ 38,937.60	\$ 40,892.80	\$ 42,931.20	Annual

Effective First Pay Period After January 1, 2002

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 16.98	5.74%	\$ 17.95	\$ 18.85	\$ 19.79	\$ 20.78	\$ 21.82	Hourly
		\$ 1,436.37	\$ 1,508.00	\$ 1,583.20	\$ 1,662.40	\$ 1,745.60	Biweekly
		\$ 3,112.14	\$ 3,267.33	\$ 3,430.27	\$ 3,601.87	\$ 3,782.13	Monthly
		\$ 37,345.68	\$ 39,208.00	\$ 41,163.20	\$ 43,222.40	\$ 45,385.60	Annual

Mental Health Clinician I

Effective First Pay Period After July 1, 2001

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 18.57	3.6%	\$ 19.24	\$ 20.20	\$ 21.21	\$ 22.27	\$ 23.38	Hourly
		\$ 1,539.08	\$ 1,616.00	\$ 1,696.80	\$ 1,781.60	\$ 1,870.40	Biweekly
		\$ 3,334.68	\$ 3,501.33	\$ 3,676.40	\$ 3,860.13	\$ 4,052.53	Monthly
		\$ 40,016.12	\$ 42,016.00	\$ 44,116.80	\$ 46,321.60	\$ 48,630.40	Annual

Effective First Pay Period After Board Approva

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 19.24	2.06%	\$ 19.64	\$ 20.62	\$ 21.65	\$ 22.73	\$ 23.87	Hourly
		\$ 1,570.91	\$ 1,649.60	\$ 1,732.00	\$ 1,818.40	\$ 1,909.60	Biweekly
		\$ 3,403.63	\$ 3,574.13	\$ 3,752.67	\$ 3,939.87	\$ 4,137.47	Monthly
		\$ 40,843.60	\$ 42,889.60	\$ 45,032.00	\$ 47,278.40	\$ 49,649.60	Annual

Effective First Pay Period After July 1, 2002

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 19.64	3.0%	\$ 20.23	\$ 21.24	\$ 22.30	\$ 23.42	\$ 24.59	Hourly
		\$ 1,618.34	\$ 1,699.20	\$ 1,784.00	\$ 1,873.60	\$ 1,967.20	Biweekly
		\$ 3,506.39	\$ 3,681.60	\$ 3,865.33	\$ 4,059.47	\$ 4,262.27	Monthly
		\$ 42,076.74	\$ 44,179.20	\$ 46,384.00	\$ 48,713.60	\$ 51,147.20	Annual

Effective First Pay Period After July 1, 2002

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 20.23	2.06%	\$ 20.65	\$ 21.68	\$ 22.76	\$ 23.90	\$ 25.10	Hourly
		\$ 1,651.74	\$ 1,734.40	\$ 1,820.80	\$ 1,912.00	\$ 2,008.00	Biweekly
		\$ 3,578.77	\$ 3,757.87	\$ 3,945.07	\$ 4,142.67	\$ 4,350.67	Monthly
		\$ 42,945.22	\$ 45,094.40	\$ 47,340.80	\$ 49,712.00	\$ 52,208.00	Annual

Effective First Pay Period After July 1, 2003

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 20.65	3.0%	\$ 21.27	\$ 22.33	\$ 23.45	\$ 24.62	\$ 25.85	Hourly
		\$ 1,701.56	\$ 1,786.40	\$ 1,876.00	\$ 1,969.60	\$ 2,068.00	Biweekly
		\$ 3,686.71	\$ 3,870.53	\$ 4,064.67	\$ 4,267.47	\$ 4,480.67	Monthly
		\$ 44,240.56	\$ 46,446.40	\$ 48,776.00	\$ 51,209.60	\$ 53,768.00	Annual

Effective First Pay Period After July 1, 2003

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 21.27	2.06%	\$ 21.71	\$ 22.79	\$ 23.93	\$ 25.13	\$ 26.39	Hourly
		\$ 1,736.65	\$ 1,823.20	\$ 1,914.40	\$ 2,010.40	\$ 2,111.20	Biweekly
		\$ 3,762.75	\$ 3,950.27	\$ 4,147.87	\$ 4,355.87	\$ 4,574.27	Monthly
		\$ 45,152.98	\$ 47,403.20	\$ 49,774.40	\$ 52,270.40	\$ 54,891.20	Annual

Effective First Pay Period After July 1, 2004

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 21.71	3.4%	\$ 22.45	\$ 23.57	\$ 24.75	\$ 25.99	\$ 27.29	Hourly
		\$ 1,795.85	\$ 1,885.60	\$ 1,980.00	\$ 2,079.20	\$ 2,183.20	Biweekly
		\$ 3,891.01	\$ 4,085.47	\$ 4,290.00	\$ 4,504.93	\$ 4,730.27	Monthly
		\$ 46,692.13	\$ 49,025.60	\$ 51,480.00	\$ 54,059.20	\$ 56,763.20	Annual

Effective First Pay Period After July 1, 2004

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 22.45	2.06%	\$ 22.91	\$ 24.06	\$ 25.26	\$ 26.52	\$ 27.85	Hourly
		\$ 1,833.00	\$ 1,924.80	\$ 2,020.80	\$ 2,121.60	\$ 2,228.00	Biweekly
		\$ 3,971.49	\$ 4,170.40	\$ 4,378.40	\$ 4,596.80	\$ 4,827.33	Monthly
		\$ 47,657.94	\$ 50,044.80	\$ 52,540.80	\$ 55,161.60	\$ 57,928.00	Annual

Mental Health Clinician II

Effective First Pay Period After July 1, 2001

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 20.57	3.6%	\$ 21.31	\$ 22.38	\$ 23.50	\$ 24.68	\$ 25.91	Hourly
		\$ 1,704.84	\$ 1,790.40	\$ 1,880.00	\$ 1,974.40	\$ 2,072.80	Biweekly
		\$ 3,693.82	\$ 3,879.20	\$ 4,073.33	\$ 4,277.87	\$ 4,491.07	Monthly
		\$ 44,325.88	\$ 46,550.40	\$ 48,880.00	\$ 51,334.40	\$ 53,892.80	Annual

Effective First Pay Period After Board Approva

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 21.31	2.06%	\$ 21.75	\$ 22.84	\$ 23.98	\$ 25.18	\$ 26.44	Hourly
		\$ 1,739.92	\$ 1,827.20	\$ 1,918.40	\$ 2,014.40	\$ 2,115.20	Biweekly
		\$ 3,769.82	\$ 3,958.93	\$ 4,156.53	\$ 4,364.53	\$ 4,582.93	Monthly
		\$ 45,237.89	\$ 47,507.20	\$ 49,878.40	\$ 52,374.40	\$ 54,995.20	Annual

Effective First Pay Period After July 1, 2002

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 21.75	3.0%	\$ 22.40	\$ 23.52	\$ 24.70	\$ 25.94	\$ 27.24	Hourly
		\$ 1,792.20	\$ 1,881.60	\$ 1,976.00	\$ 2,075.20	\$ 2,179.20	Biweekly
		\$ 3,883.10	\$ 4,076.80	\$ 4,281.33	\$ 4,496.27	\$ 4,721.60	Monthly
		\$ 46,597.20	\$ 48,921.60	\$ 51,376.00	\$ 53,955.20	\$ 56,659.20	Annual

Effective First Pay Period After July 1, 2002

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 22.40	2.06%	\$ 22.86	\$ 24.00	\$ 25.20	\$ 26.46	\$ 27.78	Hourly
		\$ 1,828.92	\$ 1,920.00	\$ 2,016.00	\$ 2,116.80	\$ 2,222.40	Biweekly
		\$ 3,962.65	\$ 4,160.00	\$ 4,368.00	\$ 4,586.40	\$ 4,815.20	Monthly
		\$ 47,551.80	\$ 49,920.00	\$ 52,416.00	\$ 55,036.80	\$ 57,782.40	Annual

Effective First Pay Period After July 1, 2003

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 22.86	3.0%	\$ 23.55	\$ 24.72	\$ 25.96	\$ 27.26	\$ 28.62	Hourly
		\$ 1,883.66	\$ 1,977.60	\$ 2,076.80	\$ 2,180.80	\$ 2,289.60	Biweekly
		\$ 4,081.27	\$ 4,284.80	\$ 4,499.73	\$ 4,725.07	\$ 4,960.80	Monthly
		\$ 48,975.26	\$ 51,417.60	\$ 53,996.80	\$ 56,700.80	\$ 59,529.60	Annual

Effective First Pay Period After July 1, 2003

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 23.55	2.06%	\$ 24.04	\$ 25.24	\$ 26.50	\$ 27.83	\$ 29.22	Hourly
		\$ 1,922.81	\$ 2,019.20	\$ 2,120.00	\$ 2,226.40	\$ 2,337.60	Biweekly
		\$ 4,166.09	\$ 4,374.93	\$ 4,593.33	\$ 4,823.87	\$ 5,064.80	Monthly
		\$ 49,993.07	\$ 52,499.20	\$ 55,120.00	\$ 57,886.40	\$ 60,777.60	Annual

Effective First Pay Period After July 1, 2004

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 24.04	3.4%	\$ 24.86	\$ 26.10	\$ 27.41	\$ 28.78	\$ 30.22	Hourly
		\$ 1,988.59	\$ 2,088.00	\$ 2,192.80	\$ 2,302.40	\$ 2,417.60	Biweekly
		\$ 4,308.61	\$ 4,524.00	\$ 4,751.07	\$ 4,988.53	\$ 5,238.13	Monthly
		\$ 51,703.31	\$ 54,288.00	\$ 57,012.80	\$ 59,862.40	\$ 62,857.60	Annual

Effective First Pay Period After July 1, 2004

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 24.86	2.06%	\$ 25.37	\$ 26.64	\$ 27.97	\$ 29.37	\$ 30.84	Hourly
		\$ 2,029.77	\$ 2,131.20	\$ 2,237.60	\$ 2,349.60	\$ 2,467.20	Biweekly
		\$ 4,397.83	\$ 4,617.60	\$ 4,848.13	\$ 5,090.80	\$ 5,345.60	Monthly
		\$ 52,774.00	\$ 55,411.20	\$ 58,177.60	\$ 61,089.60	\$ 64,147.20	Annual

Home Care Assistants/Support Service Coordinators

Effective First Pay Period After July 1, 2001

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 10.75	3.6%	\$ 11.14	\$ 11.69	\$ 12.27	\$ 12.88	\$ 13.52	Hourly
		\$ 890.96	\$ 935.20	\$ 981.60	\$ 1,030.40	\$ 1,081.60	Biweekly
		\$ 1,930.41	\$ 2,026.27	\$ 2,126.80	\$ 2,232.53	\$ 2,343.47	Monthly
		\$ 23,164.96	\$ 24,315.20	\$ 25,521.60	\$ 26,790.40	\$ 28,121.60	Annual

Effective First Pay Period After Board Approva

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 11.14	6.33%	\$ 11.85	\$ 12.44	\$ 13.06	\$ 13.71	\$ 14.40	Hourly
		\$ 947.61	\$ 995.20	\$ 1,044.80	\$ 1,096.80	\$ 1,152.00	Biweekly
		\$ 2,053.16	\$ 2,156.27	\$ 2,263.73	\$ 2,376.40	\$ 2,496.00	Monthly
		\$ 24,637.94	\$ 25,875.20	\$ 27,164.80	\$ 28,516.80	\$ 29,952.00	Annual

Family Support Officer III

Effective First Pay Period After July 1, 2001

Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 16.01	3.6%	\$ 16.59	\$ 17.42	\$ 18.29	\$ 19.20	\$ 20.16	Hourly
		\$ 1,326.91	\$ 1,393.60	\$ 1,463.20	\$ 1,536.00	\$ 1,612.80	Biweekly
		\$ 2,874.97	\$ 3,019.47	\$ 3,170.27	\$ 3,328.00	\$ 3,494.40	Monthly
		\$ 34,499.63	\$ 36,233.60	\$ 38,043.20	\$ 39,936.00	\$ 41,932.80	Annual

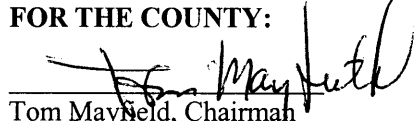
Effective First Pay Period After Board Approva

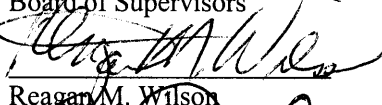
Base Rate	Percent Increase	Step 1	Step 2	Step 3	Step 4	Step 5	
\$ 16.59	2.62%	\$ 17.02	\$ 17.88	\$ 18.77	\$ 19.71	\$ 20.70	Hourly
		\$ 1,361.97	\$ 1,430.40	\$ 1,501.60	\$ 1,576.80	\$ 1,656.00	Biweekly
		\$ 2,950.94	\$ 3,099.20	\$ 3,253.47	\$ 3,416.40	\$ 3,588.00	Monthly
		\$ 35,411.29	\$ 37,190.40	\$ 39,041.60	\$ 40,996.80	\$ 43,056.00	Annual

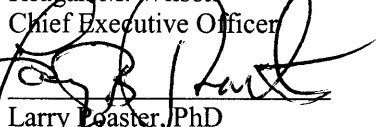
**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF STANISLAUS AND
LOCAL 535, SOCIAL SERVICES UNION, SEIU, AFL-CIO REPRESENTING THE
COMMUNITY AND HEALTH SERVICES BARGAINING UNIT**

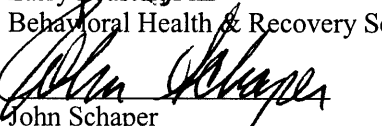
Pursuant to the Employee Relations Ordinance of the County and Section 3500 et seq. of the Government Code, the duly authorized representatives of the County and Local 535, having met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

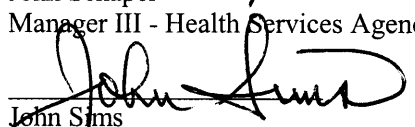
FOR THE COUNTY:

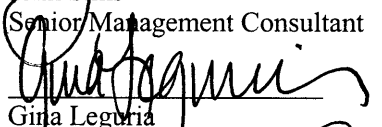

Tom Mayfield, Chairman
Board of Supervisors


Reagan M. Wilson
Chief Executive Officer


Larry Leaster, PhD
Behavioral Health & Recovery Services

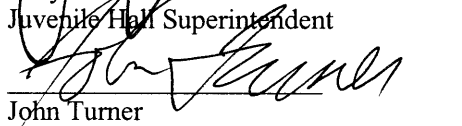

John Schaper
Manager III - Health Services Agency

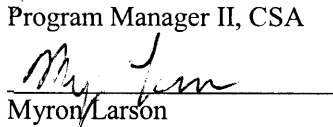

John Sims
Senior Management Consultant

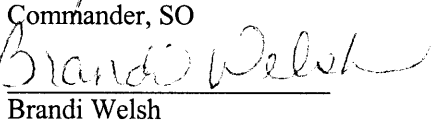

Gina Leguria
Deputy County Counsel


Dong Leo
Lieutenant, SO

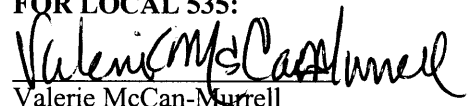

Jerry Powers
Juvenile Hall Superintendent

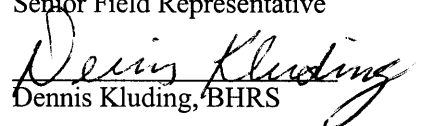

John Turner
Program Manager II, CSA

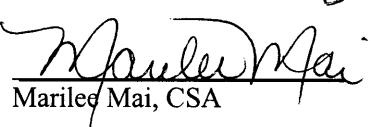

Myron Larson
Commander, SO

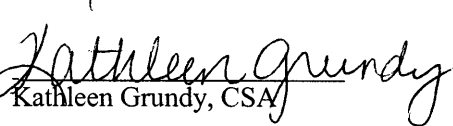

Brandi Welsh
Assistant Management Consultant

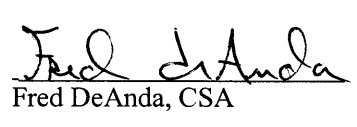
FOR LOCAL 535:

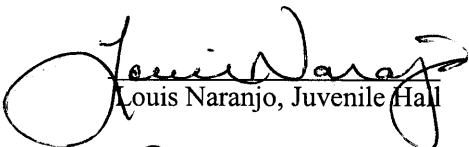

Valerie McCan-Murrell
Senior Field Representative

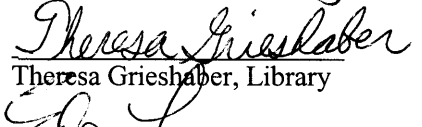

Dennis Kluding, BHRS


Marilee Mai, CSA

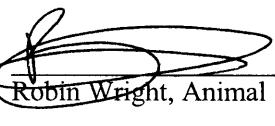

Kathleen Grundy, CSA

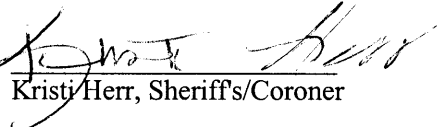

Fred DeAnda, CSA

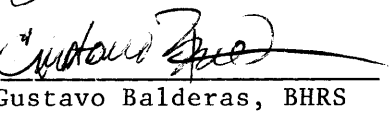

Louis Naranjo, Juvenile Hall


Theresa Grieshaber, Library


Ed Lazo, District Attorney's Office


Robin Wright, Animal Services


Kristi Herr, Sheriff's/Coroner


Gustavo Balderas, BHRS

9/30/01
DATE SIGNED

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1. SCOPE OF THE BARGAINING UNIT

The parties agree that Local 535, Social Services Union, SEIU, AFL-CIO is the formally recognized representative of full-time, regular and probationary employees in the classifications comprising the Community and Health Services Bargaining Unit as such unit is constituted on the effective date of this agreement.

2. TERM OF THE AGREEMENT

This agreement is for the period commencing July 1, 2001 and concluding at midnight June 30, 2005. It covers all matters of interest between Local 535, Social Services Union, SEIU and the County of Stanislaus. This agreement incorporates all items in previous agreements between the parties, unless specifically amended by this agreement. The parties may agree to extend the term of this agreement while meeting and conferring is in progress over the renewal of this agreement.

3. EMPLOYER-EMPLOYEE RELATIONS MATTERS

A. 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 Equal Employment Opportunity Program. Local 535 agrees to encourage its members to assist in the implementation of that program.

Local 535 agrees to and acknowledges 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 law. The County acknowledges and agrees that it shall not discriminate or take adverse action against employees because of their choice of Local 535 representation.

B. Bargaining Unit Lists

On or about the first of each month, the County will provide to Local 535, a current list of members of the bargaining unit by department and classification. The list will include new hires and terminations.

The list will include bargaining unit member home addresses and phone numbers.

Local 535 agrees to take all due precautions to insure that the information on the list will be used for no purpose other than Local 535 representation of its members and

will not be used in any manner so as to harm the confidentiality or right of privacy of members of the bargaining unit. Local 535 agrees to indemnify, defend and hold harmless Stanislaus County, its employees and agents against damages, or claims of whatever nature arising out of Local 535's control and use of bargaining unit lists.

C. Bulletin Boards

The County shall provide adequate space for bulletin boards to post informational materials, wherever there are bargaining unit employees.

D. Deduction for Committee on Political Education (COPE)

Members of the bargaining unit may voluntarily authorize the County Auditor-Controller to deduct a specific amount of money, separate from Local 535 dues, each pay period for Local 535's Committee on Political Education (COPE). The deduction shall be in accordance with the requirements of the Auditor-Controller. Local 535 agrees to defend, indemnify and hold harmless the County and its employees or agents, other than in cases of County negligence or misconduct, against claims of whatever nature arising out of deduction from employees paychecks.

E. Dues Deduction/Maintenance of Membership

The County shall deduct Local 535 membership dues using an appropriate authorization form and will forward such deduction to Local 535 pursuant to current policy. Local 535 agrees to defend, indemnify and hold harmless the County and its employees or agents, other than in cases of County negligence or misconduct, against claims of whatever nature arising out of deduction from employees paychecks.

All employees who voluntarily elect to be dues paying members of Local 535, through biweekly payroll deductions, shall continue to pay dues until such time as a window period for withdrawal from voluntary dues deduction is offered. The parties agree that the window period for withdrawal from participation in voluntary dues deduction shall be during the full calendar month of June each year. During this period the employee shall have the right to withdraw from Local 535 by submitting a signed, written statement to the Auditor-Controller. The statement must be received and date stamped by the Auditor-Controller during the window period of June 1 through June 30 of each year in order for the deduction to be discontinued. The County shall assume no responsibility for drop letters which the employee contends were sent to the Auditor-Controller and not received and thereby subsequently not acted upon and such occurrence shall not be subject to the grievance procedure. Employees are advised to submit their withdrawal notice by certified mail. The discontinuance of payroll deductions shall be effective with the earliest pay period after June 30th of each year as determined by the Auditor-Controller.

The file of withdrawal letters shall be available for review by Local 535 Senior Field Representative or his designee through August 31. If a dues paying employee transfers to another bargaining unit, the employee shall not be required to continue the dues deduction.

Local 535 shall hold the County and its officers and employees, including but not limited to the County Auditor-Controller, harmless for following the instructions contained in such dues deduction authorizations and withdrawals.

F. Distribution of Local 535 Information

The parties agree that Local 535 shall not be unreasonably denied the right to distribute information to employees of the bargaining unit in keeping with procedures agreed upon between Local 535 representatives and department heads. Such procedures shall not interfere with County operations and shall not involve direct distributions to individuals during working hours. Subject to the above conditions, the procedures which may be agreed upon include use of employee mail boxes or slots, break rooms or rest areas, or distribution to employees outside of working hours and, for distribution to employees in work areas outside of Modesto, the use of the County mail system.

Local 535 agrees to send to the Chief Executive Officer a copy of any Local 535 flyer, newsletter or any other document to be posted on bulletin boards or otherwise distributed for Local 535 member or bargaining unit information.

G. Internet Access

The parties agree that County employees can use County Internet e-mail to provide an electronic link between County staff and SEIU offices as long as the following guidelines are followed:

1. Employees must request subscriptions to (SEIU) Local 535 list-serve.
2. County Internet e-mail is not to be used to broadcast appeal for Local 535 membership, marketing, advertising, social events or solicitations.
3. Local 535 will not send unsolicited mail to employees unless employees have requested subscriptions to list-serve.
4. Employees will not be disciplined or penalized for receiving or sending Local 535 e-mail.

This agreement does not supersede but is in addition to County, Management Information Services or Departmental e-mail policies.

H. Labor-Management Committees

The parties agree that periodic meetings between representatives of Local 535 and department heads or their designees can prove helpful in discussing items of mutual concern. The parties agree to encourage such meetings at times and places which may be mutually agreed upon. The parties agree to meet at least bi-monthly, alternating between the Department level and the County level. These meetings do not replace the meet and confer obligations required under the law.

Departmental Level

Scope of issues to be discussed include, but not limited to:

Operational issues

Department policy changes
Safety
Staffing
Equipment
Update/Communication
Employee matters (not specific to an individual employee)

The committee shall be comprised of the Department Head or designee, Field Representative, and up to four (4) Local 535 members appointed by Local 535.

County Level

Scope of issues to be discussed include, but not limited to:

County policy
Update/communication
MOU issues
Issues across departments

The committee shall be comprised of a representative from the Chief Executive Office, Department Heads or designees, Field Representative and up to two (2) Local 535 members from each Department appointed by Local 535.

I. No Strike

Local 535 agrees and acknowledges, that strikes, sick-ins, slow-downs or other forms of work stoppages or disturbances are detrimental and not in keeping with the responsibility of Local 535 and its members to insure that high quality service is provided to the people of the County. Any such actions are also a violation of County ordinances. Local 535 and its members agree not to sanction, support, condone, or engage in any such actions directly or indirectly during the term of this agreement. The County agrees that there shall be no lock out during the term of this agreement.

J. Local 535 Access

Paid staff of Local 535 shall have the right to enter work sites during working hours for the purpose of ascertaining that the provisions of this agreement are being observed. Such access shall occur after notification to and approval by the department head or designee. Department heads or their designees shall not unreasonably deny such access.

K. Local 535 Stewards

The parties agree that twenty (20) stewards may be selected by Local 535. The location/department where stewards are assigned shall be determined by Local 535.

Stewards shall be allowed reasonable time off with pay during the normal working hours to assist in the resolution of grievances or to investigate allegations that the terms of this agreement are not being met in their respective departments and divisions. Stewards shall obtain prior approval from their department head or

designee for such time off and such approval shall not be unreasonably denied. No more than one (1) steward may be on release time on any given issue/grievance. By mutual agreement, the parties can agree to increase the number of stewards to the bargaining unit. Stewards shall not interfere with County operations. Local 535 shall file with the Chief Executive Officer a list of all stewards within thirty (30) days of the date of signing this agreement and shall thereafter advise the Chief Executive Officer in writing on any changes within thirty (30) days of the effective date of such changes.

Each steward shall be allowed two hours of County paid release time each quarter to attend steward training on the duties mentioned in the above.

Release time for this training shall not result in overtime and flextime may be used.

L. Attendance at Meetings - Local 535 President

The County employee who serves as president of Local 535 shall be given reasonable time off with pay to consult with management representatives to promote greater communication between the parties, or to be present at hearings or meetings on behalf of any bargaining unit employee. This time may be in addition to time spent during the meet and confer process. Use of this time shall not be for internal, Local 535 organizing purposes nor shall this time interfere with County operations.

M. 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 in all of their various aspects, including, but not limited to the rights to direct the workforce; 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 with 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 and terms and conditions of employment.

N. Employee Rights

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Employees shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with

the County. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

O. Contracting Services

The County agrees to notify Local 535 at least forty five (45) days in advance of contracting out positions which are currently filled by employees in the bargaining unit. Local 535 may exercise its right to meet and confer with the County on the effects contracting would have on the employees represented by the Community and Health Services bargaining unit.

P. Local 535 Communications

The parties agree that Local 535 shall be permitted to provide communication material through employee paychecks four (4) times per year. Local 535 shall provide the appropriate number of copies sorted by department location.

Q. Payroll Deduction for Long Term Care and Medical Supplement Insurance

The County agrees to implement a voluntary payroll deduction program for members of the bargaining unit to participate in a long term care and medical supplement insurance plan. The voluntary deduction shall be implemented in accordance with the policy of the Auditor-Controller, which includes a \$250 set-up fee. Members of the bargaining unit who would like to participate must provide written authorization for such deduction on forms provided by SEIU for an amount specified in writing by SEIU for the specific purpose of the long term care and medical supplement insurance plan

This deduction shall only be made if there are sufficient funds due to the member of the bargaining unit after the County has withheld all of the legally required or employee-authorized payroll deductions.

Local 535 agrees to defend, indemnify and hold harmless Stanislaus County, its employees and agents against damages and claims for whatever nature arising out of deductions from employee paychecks made for the purpose of the SEIU sponsored long term care and medical supplement insurance protection.

4. SALARY

A. Salary Increase

All members of the bargaining unit as indicated below shall receive the following salary increases effective as follows:

- July 1, 2001—3.6%
- July 1, 2002—3%
- July 1, 2003—3%
- July 1, 2004—3.4%

Retirement

3% at 50 for Safety members
Convert Deputy Coroners to Safety
2% at 55 for General members

Equity Adjustments

The following classifications shall receive an equity adjustment as follows:

Child Support Officer III 2.62% effective first pay period after Board of Supervisors approval.

Support Services Coordinator 6.33% effective first pay period after Board of Supervisors approval.

Group Supervisor I 11.69% effective first pay period after January 1, 2002.

Group Supervisor II 6.58% effective first pay period after January 1, 2002.

Group Supervisor III 1.13% effective first pay period after January 1, 2002.

Deputy Coroner 9.2% effective first pay period after January 1, 2002.

Librarian I 4.69% effective first pay period after January 1, 2002.

Librarian II 5.74% effective first pay period after January 1, 2002.

Mental Health Clinician I and II 2.06% starting first pay period after Board of Supervisors approval and 2.06% and effective first pay period after each July 1st for years 2002, 2003 and 2004.

B. Administration

1. The parties agree that the 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. (County Code Section 3.23.030)
2. Employees shall be eligible for advancement to the second step of their salary range on their anniversary date after one (1) year of continuous service at the first step. Eligibility for advancement to subsequent salary steps will thereafter be based on one(1) year of satisfactory continuous service at the prior step until the employee reaches the maximum step of appropriate salary range. (County Code Section 3.24.030)

C. Salary on Promotion

The County shall continue to guarantee a 5% minimum salary increase on promotions in accordance with the existing practice with the following exception: promotions of less than 5% could occur when the salary step of the classification the employee is being promoted to is \$.06 or less per hour than the full 5% minimum.

D. Certificate Pay

Employees in the classifications of Pharmacist and Chief Pharmacist shall be paid an additional 5% when they receive and maintain their Doctor of Pharmacy degree.

Employees in the classification of Laboratory Technologist I/II/III who possess dual licenses of Public Health Microbiologist and Clinical Lab Technologist shall receive an additional compensation of 5%.

Effective, the first pay period after Board of Supervisors approval, full-time Group Supervisors will receive an additional 3% in certification pay upon successful completion of State mandated STC Core training.

E. Unit Leader Pay at BHRS

The parties agree that two (2) positions at SBHC shall be eligible for 5% unit leader pay on an interim basis, until restructuring process at BHRS is complete.

5. ALTERNATIVE WORK SCHEDULE

With the concurrence of the Department Head or his/her designee, and in consideration of the individual assignment, department needs, and the nature of the specific schedule proposed, employees shall be eligible to work alternative/flex schedules/telecommuting.

6. AUTOMATIC RESIGNATION

The parties agree that an employee who is absent without authorization and without contacting his or her supervisor for three 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 Ordinance Code Section 3.28.130 (Petition to Set Aside Resignation) shall apply.

7. CALL-BACK PAY

Employees performing approved call-back overtime service, or who are subpoenaed in the line of duty and required to appear in court during their off-duty hours, shall be compensated therefore upon the basis of overtime work. Provided, however, no such overtime work shall be compensated for less than two (2) hours upon each occasion that the employee is called upon to perform such service, irrespective of the fact that the actual amount of overtime service performed may be less than two (2) hours, and no employee shall be compensated for more than eight (8) hours overtime work in any one eight-hour (8) period. The parties agree that the phrase "each occasion" means the employee is called to return to work from an off duty (other than serving on call) status. When a

Community Service Officer or a Deputy Coroner has "logged" off from a call after returning to the station (or home if in a County car) this shall constitute the end of the call back work. If an employee is performing call back work and while performing this work receives another call, this call will not be a second callback, but rather a continuation of the overtime work.

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

The County and Local 535 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 Local 535 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.

9. CLINICAL LABORATORY TECHNOLOGIST ISSUE/LICENSE RENEWAL

- A. Clinical Laboratory Technologist IIIs shall be given eight (8) hours per month away from their regular assignment, in order to complete their State mandated administrative duties.
- B. The County shall reimburse employees in the classification of Clinical Laboratory Technologist the cost of renewal of their State of California license.
- C. The Health Services Agency shall obtain a professional membership in ASCP and ASM in order that these organizations' professional journals may be available in the Hospital Library for use by the Clinical Laboratory Technologists.

10. CONTINUING EDUCATION TIME

The parties agree the Physician Assistants and Senior Physician Assistants are eligible for paid continuing education leave in an amount not to exceed thirty-two (32) hours of paid leave time per calendar year, pro-rated for new employees hired during the year. Senior Physician Assistant and Physician Assistant continuing education time earned in one (1) year may be carried over for a period not to exceed the end of the next calendar year. Other than the one (1) year carry-over, continuing education leave time is non-cumulative. This benefit shall remain unchanged for the life of the agreement unless modified through the meet and confer process; and shall not be affected by the results of bargaining with another employee organization.

The classification of Pharmacist, Dietitian, Public Health Microbiologist, Clinical Laboratory Technologist I, II, and III, shall be eligible for not more than twenty-four (24) hours of paid educational leave per calendar year, pro-rated for new employees hired during the year. Continuing education for employees assigned to these classes is non-cumulative.

The parties agree that Mental Health Clinicians, due to the increase in their continuing education requirements, shall be eligible for paid education leave for training in the amount not to exceed thirty-two (32) hours in a two (2) year period. Employees will only be eligible for paid education leave after they have first made every attempt to satisfy training requirements by taking appropriate on-site classes for CEU's.

If required, the County will implement an on-site certification program for Behavioral Health Specialists to obtain CAADC or similar certification.

Application for paid continuing education time shall be subject to scheduling approval by the department head. The County will thereafter respond to the request within fourteen (14) calendar days. Employees have the choice of the program to attend.

The County shall reimburse the employee for the \$25 application fee per certificate to receive credit through CSU Stanislaus for on-site CEU courses.

The parties agree to explore options to assist employees in obtaining their undergraduate degrees in difficult to recruit for classifications. This discussion will take place in the Labor Management Committee.

11. CONTINUING OTHER POLICIES

The parties agree that the County Reduction-in-force Policy, Grievance Procedure, Equal Employment Opportunity Grievance Procedure, Discipline Policy, sick leave, vacation, holiday and retirement policies in effect immediately prior to the commencement of this agreement shall remain in effect during the term of this agreement unless amended by these provisions or subsequent agreement of the parties.

The personal property damage reimbursement policy of the County will also remain in effect during the term of this agreement with the understanding that it is not intended to cover reimbursement for normal wear and tear and that any and all disputes arising out of the process will be resolved through the County grievance procedures.

12. DESIGNATION OF BILINGUAL POSITIONS

The County agrees that certain positions which require bilingual skills including sign language skills, will be designated as set forth in this section. Bilingual positions shall be compensated at the rate of \$0.69 per hour.

The positions shall be designated upon the request of an appointing authority, with the concurring recommendation of the Chief Executive Officer. Bilingual proficiency may 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. The parties agree that designation of such positions shall not be subject to the grievance procedure. It is the intention of the County to use employees who are receiving bilingual pay to provide bilingual services. However, members of the bargaining unit who possess bilingual skills agree to continue rendering needed interpretation services whether or not they are designated to receive bilingual pay.

13. DISCIPLINE

The parties recognize the County practices progressive discipline. The parties agree that the employee has a right to Local 535 representation at an investigatory interview that the employee reasonably believes may lead to disciplinary action.

A. 3.28.010 Causes for discipline.

An employee in the classified service who has permanent status shall be subject to the disciplinary action pursuant to this chapter. Each of the following shall constitute cause for discipline:

1. Omission or willful misrepresentation of a material fact or other fraud in securing employment;
2. Incompetence;
3. Inefficiency;
4. Inexcusable neglect of duties;
5. Insubordination;
6. Dishonesty;
7. Improper use of drugs, including (1) drunkenness on duty, (2) use of drugs while on duty, (3) incapacitation for proper performance of duties by prior use of drugs. The term "drugs" shall mean controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code, and shall also mean alcohol;
8. Unexcused absence from duty, including but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow-downs;
9. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this subsection;
10. Discourteous treatment of the public or other employees;
11. Willful disobedience;
12. Misuse of County property;
13. Inconsistent, incompatible or conflicting employment, activity or enterprise;
14. Violation of a departmental rule;
15. Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the employee's department or employment. (Prior code § 2-240).

B. 3.28.020 Notice of intended discipline.

Prior to discharging, suspending or reducing a permanent employee in rank or compensation for disciplinary purposes, the department head or designee shall:

1. Review the proposed action with the personnel director;
2. Prepare and serve a written notice reviewed by the County counsel to inform the employee of the intended action, the reasons therefor, and the right to respond to the department head intending to impose the discipline. The notice shall identify the materials on which the action is based with sufficient certainty as to permit inspection of them by the employee. A copy of the intended charges be attached to the notice;
3. The employee, given notice of intended disciplinary action, may within seven days after service of the notice, respond to the department head

either orally or in writing. The employee shall not be entitled to a formal hearing with examination of witnesses but he may present statements by himself, written statements of any witness and other documentary material. He may be represented by another in presenting his response. The department head shall fairly and impartially consider the employee's response and shall thereafter: (1) impose the intended disciplinary action; (2) notify the employee that the intended disciplinary action will not be imposed; or (3) amend the charges. In the event the department head substantially amends the intended charges or punishment, he shall be given another notice as provided in subsection B of this section. (Ord. CS 557 § 39, 1994; prior code § 2-241).

C. 3.28.030 Notice of action and appeal

In the event of the department head determines to discharge, suspend or reduce in rank or compensation a permanent employee after completing the procedures provided in Section 3.28.020, he shall serve upon the employee an order in writing stating (A) the nature of the disciplinary action, (B) the effective date of the action, (C) the causes therefor, (D) the specific acts or omissions upon which the causes are based, stated in ordinary and concise language and (E) the right of the employee to appeal. The employee acted against may, within seven days after service of the order, appeal the action of the department head. If the employee fails to appeal within the time specified, or subsequently withdraws his appeal, the punitive action taken by the department head shall be final. An appeal shall be in writing, shall be filed with the personnel director and shall contain an answer to each charge in the order. The answer shall include any objections the employee may have as to the form or substance of the order or the procedures followed by the department head. The personnel director shall forthwith transmit the order and appeal to the employee disciplinary proceedings hearing board for hearing. The hearing board shall, within a reasonable time for the filing of the appeal, commence the hearing thereof, and shall notify the interested parties of the time and place of hearing at least five days in advance thereof. (Prior code § 2-242).

D. 3.28.040 Amendment of order

1. At any time before the hearing, the department head may file with the employee disciplinary proceedings hearing board an amended or supplemental order, which shall be served upon the employee. The hearing board shall afford the employee a reasonable opportunity to prepare his defense to the amended or supplemental order but he shall not be entitled to file a further answer unless the hearing board in its discretion so orders. Any new charges shall be deemed denied by the employee. At any time before the matter is submitted for decision, the hearing board may order or permit amendments to the order or answer.
2. The hearing board may offer amendment of the order after submission of the case for decision. Each party shall be given notice of the intended amendment and opportunity to show that he will be prejudiced thereby unless the case is reopened to permit the introduction of additional

evidence. If such prejudice is shown, the hearing board shall reopen the case to permit the introduction of additional evidence. (Prior code § 2-243).

E. 3.28.050 Notice or order service

Whenever reference is made in this chapter to service of any notice or order, such service shall be accomplished either by handing a copy thereof to the employee or by mailing a copy to the employee at his last known address by registered or certified mail. It shall be presumed that a properly addressed letter is served on the day following the day on which the letter was mailed. The department head shall promptly furnish the personnel director with a copy of each notice or order and a statement showing by whom, the manner and the date the notice or order was served. (Prior code § 2-244).

F. 3.28.060 Hearing board and hearing officer

1. The chairman of the board of supervisors shall appoint a three-member disciplinary proceedings hearing board to hear appeals pursuant to this chapter. The hearing board shall consist of a member of the State Bar of California, who shall act as chairman, a County department head and an employee. Proposed members shall be selected as follows:
 - a. The personnel director shall submit the name of a member of the State Bar of California who shall not be a member of the County service.
 - b. The personnel director shall submit the name of a head of a department of the County.
 - c. Upon the request of the personnel director, each recognized employee organization shall, within five working days, nominate a permanent full-time employee of the County, and the personnel director shall submit the name of the employee chosen by lot, provided that if a recognized employee organization fails to nominate an employee, the personnel director shall do so. In the event the appellant is from the same department as a member of the appeal board, the personnel director shall submit another name for appointment to replace such member for that case only. The term of each member shall end on December 31st of each year, but a member shall continue to act on any appeal filed before that date. Two members of the appeal board shall constitute a quorum, provided, however, that the personnel director or the chairman of the appeal board may request the temporary appointment of a member to replace a member who is or will be unavailable on the scheduled hearing date.
2. Upon written agreement of the County and the appellant made at any time before the hearing board is convened, the appeal shall be heard and

decided by the chairman of the appeal board as a hearing officer. The rules and procedures set forth in this chapter for hearing by a hearing board shall also apply to a hearing by a hearing officer. (Prior code § 2-245).

G. 3.28.070 Hearing rules

At a hearing, both the appealing employee and the department head whose action is reviewed shall have the right to be heard publicly, to be represented by counsel and to present evidentiary facts. The parties may agree to a hearing closed to the public, and the hearing board may at any time exclude any person who may be a witness in the case under consideration. The hearing shall be informal and the hearing board shall not be bound by any of the rules of evidence governing trial procedure in state courts. In arriving at a decision, the hearing board may consider any prior County disciplinary action including any letters of reprimand filed with the County Chief Executive Office. The hearing board shall make an official decision either affirming, modifying, or revoking the order. The decision shall contain findings of fact which may be stated in the language of the pleadings or be referenced thereto. A copy of the written decision shall be transmitted to the department head and the personnel director. The personnel director shall serve a copy of the decision upon the employee, and shall notify the employee that the time within which judicial review must be sought is governed by California Code of Civil Procedure Section 1094.6. A copy of the decision shall be placed in the employee's personal history file. The decision of the hearing board shall be final. (Prior code § 2-246).

H. 3.28.080 Immediate termination

Notwithstanding the provisions of Section 3.28.020, the department head may discharge a permanent employee without prior notice if immediate termination is essential to avert harm to the County or to the public. In such case, the notice of discharge shall inform the employee of his right to reconsideration by the department head who shall follow the procedures of Section 3.28.020, and where appropriate shall follow the procedures of Section 3.28.030. (Prior code § 2-247).

I. 3.28.090 Measures pending final determination

The department head may, while intended disciplinary action is pending, and with prior review by the personnel director and the chief executive officer, take one (1) or more of the following measures:

1. Defer the imposition of the punishment until the final order of the hearing board;
2. Place the employee on leave of absence with compensation;
3. With the concurrence of any department head involved, require the employee to perform such duties as may be assigned in the same or another County department with no reduction in compensation.

Reassignment without the consent of the employee shall not exceed a period of ninety days if accusations against the employee are under investigation, but such assignment may continue until the action becomes final if the employee has been given notice of discharge;

4. Suspend the employee without pay if accusations against the employee are under investigation, and the accusations are such that, if true, immediate removal is essential to avert harm to the County or to the public, provided:
(1) the employee shall be accorded the rights provided by this chapter, and may appeal the order of suspension to the hearing board at any time during the period of suspension; (2) the period of suspension without compensation shall not exceed forty-five days; (3) that in the event the employee is not served with notice of intended charges during the period of suspension, the employee shall be reinstated in County service as of the initial date of suspension; (4) that in the event the punitive action taken against the employee does not result in termination of employment, the employee shall be restored to County service for the period of the preliminary suspension and any disciplinary suspension or reduction in rank or compensation ordered or approved by the hearing board shall commence on or after the date of the punitive action by the department head. The department head may discontinue an employee's leave of absence with compensation or his suspension without compensation giving the employee forty-eight (48) hours' notice in writing to return to duty. (Ord. CS 557 § 40, 1994; prior code § 2-248).

J. 3.28.100 Maximum suspension

No disciplinary suspension shall be imposed for any period exceeding forty-five (45) days and the order of suspension shall expressly state, in addition to the reasons therefor, the date of the commencement and expiration of suspension. (Ord. CS 107 § 1, 1985; prior code § 2-249).

K. 3.28.110 Hearing procedure

The hearing shall proceed as follows:

1. The hearing board may adopt rules of procedure. The personnel director shall be ex officio secretary to the hearing board, and the personnel director shall be authorized to issue subpoenas, make necessary orders and administer oaths in connection with the proceedings of the hearing board. Any person failing to obey a subpoena, or subpoena duces tecum, or to be sworn and testify, shall be deemed to be in contempt of the hearing board and the hearing board shall have the power to take such proceedings and impose such punishment thereof as may be taken by the board of supervisors pursuant to Title 3, Division 2, Part 2, Chapter 1, Article 9 (Sections 25170 through 25176) of the Government Code.
2. The personnel director shall cause the proceedings to be recorded by any method he finds to be appropriate. Any person may purchase all or part of

the record provided the request therefor is made within ninety days of the date of service of the final decision of the employee, the department head or the personnel director shall have a right to purchase a transcript of a hearing held in closed session. A request for the record shall be accompanied by payment of the estimated cost thereof as determined by the personnel director, and the person making the request shall be obligated to pay the full cost prior to delivery of the transcript.

3. The burden of proof shall be on the head of the department issuing the disciplinary order. The quantum of proof required to sustain such action shall be preponderance of the evidence.
4. At the hearing the employee may be examined under Section 776 of the California Evidence Code. Failure of the employee to appear at the hearing or failure to testify if called as a witness, shall be deemed a withdrawal of the employee's appeal and the action of the department head shall be final.
5. The hearing board may affirm or revoke the action taken by the department head or may modify such action to a less severe punishment. The hearing board may order the employee returned to his/her position either as of the date of the punitive action by the department head or as of such later date as the hearing board may specify. If the hearing board shall revoke or modify the order of the department head, the appealing employee shall be granted forthwith all rights and privileges pertaining to County service in accordance with the order of the hearing board. (Ord. CS 557 § 41, 1994; prior code § 2-250).

L. 3.28.120 Petition to set aside resignation

In the event a person claims his resignation was given by reason of mistake, fraud, duress, undue influence, or that for any other reason it was not his free and voluntary act, he may submit a written petition to the personnel director to set aside his resignation and such petition shall be treated in the same manner as an appeal from an order for discharge; provided, however, that no such petition shall be considered by the hearing board unless it is filed with the personnel director within thirty days after (A) the last date upon which services to the County are rendered; or (B) the date the resignation is tendered to the appointing power, whichever is later. (Prior code § 2-252).

M. Binding Arbitration by an Outside Arbitrator in Lieu of Section 3.28.060
□ Hearing Board and Hearing Officers of The Stanislaus County Discipline Ordinance

1. Submission of the Disciplinary Appeal to the Hearing Board or Hearing Officer

The parties agree that the employee and the recognized employee organization may elect to have the disciplinary matter heard by the current

discipline appeals board as provided by Stanislaus County Code Section 3.28.060, □Hearing board and hearing officers in lieu of binding arbitration by an outside arbitrator. Should the employee and the recognized employee organization elect to utilize the hearing board or hearing officer as provided by Chapter 3.28.060 of the Stanislaus County Code, the decision of the hearing board or hearing officer shall be final and the employee shall forego the option of arbitration by an outside arbitrator. The employee organization agrees to assume half of the cost of the hearing officer.

In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the recognized employee organization, the cost of the hearing officer shall be waived. Binding arbitration shall not be an option for an employee who is not represented or seeks representation outside of the recognized employee organization.

2. Submission of the Disciplinary Appeal to Binding Arbitration

a. Notice of Action and Appeal

In the event the Department Head determines to discharge, suspend or reduce in rank or compensation a permanent employee after completing the procedures provided in section 3.28.020, he shall serve upon the employee an order in writing stating (A) the nature of the disciplinary action, (B) the effective date of the action, (C) the causes therefore, (D) the specific acts or omissions upon which the causes are based, stated in ordinary and concise language, and (E) the right of the employee to appeal. The employee acted against may, within seven (7) days of service of the order, appeal the action of the Department Head. If the employee fails to appeal within the time specified, or subsequently withdraws his/her appeal, the punitive action taken by the Department Head shall be final.

An appeal shall be in writing, shall be filed with the Director of Personnel and shall contain a complete answer to each charge set forth in the order. The answer shall include any objections the employee may have as to the form or substance of the order or the procedures followed by the Department Head.

The recognized employee organization, on behalf of the represented employee, may, within fourteen (14) calendar days of service of the order, request in writing to the Director of Personnel the use of binding arbitration in lieu of the discipline appeals board. Should the request for appeal be filed within the seven (7) calendar day period, and the request for binding arbitration not be submitted to the Director of Personnel within the fourteen (14) calendar day period, the matter will be scheduled and heard by the discipline appeals board.

- b. Selection of Arbitrator - If the recognized employee organization elects to have the disciplinary proceeding heard by an arbitrator, the arbitrator may be selected by mutual agreement between the Director of Personnel and the employee organization. However, should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one (1) name remains, and that person shall serve as arbitrator.

The Director of Personnel shall forthwith transmit the order and appeal to the arbitrator for hearing. The arbitrator shall, within a reasonable time of the filing of the appeal, commence the hearing thereof, and the Director of Personnel shall notify the interested parties of the time and place of hearing at least five (5) days in advance thereof.

- c. Arbitration Issues - The parties shall endeavor to exchange summaries of evidence, and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator no less than five (5) working days prior to the arbitration hearing.
- d. Arbitration Expenses Shared - The cost of employing the arbitrator and the court reporter for all discharges, excluding the transcript, shall be borne equally by both parties to the arbitration. The cost of the transcript shall be covered as provided by Stanislaus County Code Section 3.28.110, subsection A, Hearing Procedure. All other costs such as, but not limited to, attorney's fees shall be borne by the party incurring that cost. If both parties agree to the use of a court reporter other than for discharges, or the arbitrator requires the use of a court reporter, the cost of the court reporter shall be shared equally.
- e. Duty of Arbitrator - The duties of the arbitrator shall be those of the hearing board as referred to throughout the Stanislaus County Code, including, but not limited to, Sections 3.28.070 Hearing rules' and 3.28.110 Hearing procedure.
- f. Arbitrator's Decision Due - Unless the parties agree otherwise, the arbitrator shall render the decision in writing within thirty (30) days following the close of the hearing. A copy of the written decision shall contain findings of fact which may be stated in the language of the pleadings or be referenced thereto. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

A copy of the written decision shall be transmitted to the Department Head and the Director of Personnel. The Director of Personnel shall cause to be served a copy of the decision upon the employee. Service

by mail at the employee's last known address shall be sufficient for purposes of this section. A copy of the decision shall be placed in the employee's personal history file. The decision of the arbitrator shall be final and binding on both parties.

- g. Non-Employee Organization Representation - In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the recognized employee organization, the cost of the hearing officer shall be waived. Binding arbitration shall not be an option for an employee who is not represented or seeks representation outside of the recognized employee organization.

14. GRIEVANCE PROCEDURE

Procedure for Settling Grievances

- A. Intent: It is the intent of this ordinance to provide orderly and equitable procedures for the presentation and resolution of misunderstandings and disputes between the County and its employees. It is further intended that the exercises of these rights in good faith be available to all County employees, (except as herein provided) without fear of reprisal or coercion.
- B. Definitions:
 - 1. Grievance - A grievance is defined as an employee initiated allegation that a term or condition of employment established by State law, County ordinance, resolution, Memorandum of Understanding or written departmental policy is being violated provided, however, that such term or condition of employment is not subject to the discretion of the County or is not a subject outside of the scope of representation as defined in Section 3500 et seq of the Government Code or the County's Employee Relations Ordinance. This grievance procedure shall not apply to matters within the scope of applicable Federal or State grievance procedures.
 - 2. Complaint - A complaint is defined as an employee initiated allegation or dispute concerning terms and conditions of employment which are not grievances as defined above. Complaints shall be handled as herein provided except that a complaint may not be appealed to the Chief Executive Officer.
- C. Exclusion of Disciplinary Appeals and Equal Employment Opportunity Grievances - Appeals from disciplinary actions or grievances alleging violation of the County's policies of equal employment opportunity or affirmative action or involving allegations of employment discrimination will be handled pursuant to the County's Equal Employment Opportunity grievance procedure.
- D. Representation - In presenting and resolving grievances, employees may represent themselves on County time, or may designate a representative of their own choosing. Costs associated with such representation, if any, will be borne by the

employee.

E. Time Limits - The time limits herein specified may be extended to a definite date by mutual consent of the parties. Failure to meet time limits by the employee shall constitute withdrawal of the grievance. Such failure by the County shall entitle the employee to request the next step in the procedure.

F. Grievance Procedure Steps:

1. Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. The employee should advise his immediate supervisors that a grievance is present and explain it to the immediate supervisor no later than fifteen working days after he/she becomes or should become aware of the issue. The immediate supervisor shall thereafter hear, and decide the matter informing the employee of the decision orally within seven (7) working days.
2. Written Grievances - If the grievance is not resolved through informal discussion, the employee may within seven working days from the date of the supervisor's informal decision, submit a written grievance to said supervisor with a copy submitted to the department head and the Chief Executive Officer. Such a written grievance, signed by the employee shall set forth the facts at issue, the relief sought and the time of occurrence of an alleged incident or violations precipitating the grievance. The supervisor shall thereafter further investigate and consider the grievance and deliver written decision to the employee within seven working days after receiving the grievance.
3. Department Head Review - If the grievance is not resolved by the written decision of the supervisor, the employee may request in writing within seven working days after delivery of prior written decision that the grievance be reviewed by the department head. If such a request is received, the department head or his/her designee shall conduct such meeting(s) with the employee, informal hearings or investigations as are appropriate in his judgement and deliver to the employee a written decision within seven working days after receipt of the review request.
4. Advisory Opinion of Chief Executive Officer - At any point in this procedure after filing a written grievance or complaint, the Chief Executive Officer may offer, or either party may request, the non-binding advisory opinion verbal or in writing of the Chief Executive Officer concerning resolution of the grievance or complaint.
5. Grievance Appeal - If the employee wishes to appeal the department head's decision, he may do so, in writing to the Chief Executive Officer within seven working days after receipt of the department head's decision. The Chief Executive Officer shall thereafter conduct an informal hearing, and any other meetings or investigations as are appropriate in his judgement. Upon the request of either party or motion of the Chief Executive Officer, such

hearing and other investigations shall be conducted by a designee(s) selected by the Chief Executive Officer with the consent of the parties. The written decision of the Chief Executive Officer shall be delivered to the employee within fifteen working days after receipt of the appeal. The decision of the Chief Executive Officer shall be the final step in the County's procedure for settling grievances except in the case of an elected department head, the decision of the Chief Executive Officer may be appealed by the department head to the Board of Supervisors within seven working days after receipt of the decision.

15. GROUP INSURANCE BENEFITS

A. Group Plans Available

The parties agree that health, dental and vision plans are made available to County employees and, where applicable, their dependents through a flexible benefit program. The parties acknowledge these plans are, except the self-insured dental and vision plans, independent group health plans which may adjust their respective premiums or benefits as deemed necessary by the plan provider.

B. Group Dental and Vision

The parties have agreed upon a self-insured dental and vision plan made available by the County for County employees and their dependents as part of the flexible benefit program. Local 535 agrees to meet and confer on the request of the County concerning the effects of premium contributions if providers of dental or vision insurance increase premium rates during the term of this agreement.

C. 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 effects 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.

D. Joint Discussion of Group Insurance Issues

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 discussions of health insurance when rates become available. These rates will be available each June. Current benefits and flexible benefit program contributions shall remain in effect until changed by the parties

16. HOLIDAYS

A. Dates Observed

January 1, New Year's Day

The third Monday in January, Martin Luther King Day

The third Monday in February, Washington's Birthday

The last Monday in May, Memorial Day

July 4, Independence Day

The first Monday in September, Labor Day

November 11, Veteran's Day

November __, (The Thursday designated as Thanksgiving Day)

The day after Thanksgiving Day

December 25, Christmas Day

December 24, Christmas Eve, 4 hours when Christmas Eve falls on any day of the week except Saturday or Sunday

Only the immediate days of mourning or holiday declared by the President of the United States and the Governor of California will be considered as holidays observed by the County.

Every Monday following a Sunday which falls on January 1, July 4, November 11 or December 25.

Every Friday preceding a Saturday which falls on January 1st, July 4th, or November 11th.

B. Christmas Eve

The designated four hour holiday on Christmas Eve shall apply to employees working a regular night shift assignment of 11 p.m. - 7 a.m. by the granting of time off or, at the option of the County, by crediting of four hours of vacation time to the records of affected night shift employees.

C. Time and One Half for Certain Holidays

The County agrees that any work performed by bargaining unit members on one (1) of the following holidays shall be compensated consistent with current policy, and an additional half time compensation shall be granted. The holidays designated for such additional half time compensation shall be January 1, New Years Day; July 4, Independence Day; Memorial Day; Labor Day; November 11; Thanksgiving Day; the day after Thanksgiving, 4 hours December 24; and December 25, Christmas Day.

D. Social Worker Emergency Response on Holidays

On-call Social Workers performing backup duties in the Emergency Response Unit for the Social Services Department will receive equivalent vacation time credit when

in an on-call status when a holiday falls on a weekday. Further, on-call Social Workers will not receive call-back pay at time and one half for work performed during the hours of 8 a.m. and 4 p.m. on a holiday that falls on a weekday.

17. IMPLEMENTATION OF IRS CODE SECTIONS

- A. Effective the start of the first pay period in March 1991, the County implemented the mandatory premium conversion plan under Section 125 of the Internal Revenue Code.
- B. Effective in June 1991, the County conducted an open enrollment for all represented employees in the bargaining unit to participate in the Dependent Care Assistance Plan and the Medical Expense Reimbursement Program at a monthly cost to each employee. This open enrollment period was provided to cover the remainder for participation in these programs once each year for the following calendar year participation.
- C. Implementation of IRS Code Section 414 (h2) dealing with the employer "pick up" of the employee's retirement contribution became effective June 1, 1986.

18. INCENTIVE PAY FOR WORK IN THE RESIDENTIAL PROGRAMS – BEHAVIORAL HEALTH AND RECOVERY SERVICES

Employees assigned to work in the Stanislaus Behavioral Health Center or in the Stanislaus Recovery Center of the Behavioral Health and Recovery Services, shall be compensated 5% as an incentive for work performed in either of the two facilities. The classifications of Behavioral Health Specialist, Clinical Services Technician, Mental Health Clinician and shall also be eligible for this compensation when assigned to the Sheriff's custodial facilities and the Stanislaus County Juvenile Hall.

19. JURY DUTY

The parties agree that the County's current Jury Duty policy will remain in effect with the addition that if an employee assigned to work a p.m. or night shift (as such shifts are defined in the Salary and Position Allocation Resolution) is required to perform jury duty, the following policy will apply:

An employee who works on the night shift or the p.m. shift who is called to jury duty may be excused from all or part of the shift following the jury duty. To be eligible for such jury duty leave, the employee must advise the affected department head in writing of his/her summons to jury duty and, after jury duty service, report to the department head the number of hours the employee was detained for jury duty service including reasonable travel time.

As quickly as possible thereafter, the department head and the employee will schedule by mutual agreement, if possible, the make-up of any hours owed to the County equal to the difference between the hours of actual jury duty services plus reasonable travel time and the hours of work following the jury duty service for which the employee was excused. This make-up of work shall not be compensable as overtime.

20. LEAVES OF ABSENCE

- A. The parties agree that the County's leave of absence policy will remain unchanged during the life of this agreement with the exception that leaves of absence without pay may be approved for probationary employees. Further, as a condition for a leave 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. In addition, the parties agree that time worked during the probationary period will be counted toward permanent status even if a person has an intervening leave of absence during the probationary period.
- B. The parties agree that employees may request leaves of absence for educational purposes and that such request will be duly considered under general County leave of absence procedures. (Amended 10-26-93)
- C. Parties agree that the County amend Section 3.36.030 of the County Code by adding the following sub-section: The granting of any leave of absence without pay or other time off without pay exceeding 15 calendar days shall cause the employee's date of eligibility for increase vacation accrual rates under this section to be postponed by the equivalent number of months to the nearest number of months for which the leave is granted based on the number of calendar days in such leave.
- D. Any leave of absence without pay or other time off without pay exceeding 15 calendar days, shall cause the employees anniversary date to be postponed.
- E. The parties agree that the Family Medical Leave Act and the California Family Rights Act allows eligible employees to take reasonable leaves of absence for the birth, adoption, or placement of a foster child; for the care of a spouse, son, daughter or parent who has a serious health condition; or because employees are unable to perform the functions of their positions due to serious health conditions. Eligible employees will include both management and non-management employees who have been employed with the County for at least twelve (12) months and have worked 1250 hours during that twelve (12) month period. For information on the County's Family Leave Policy, employees should contact their department payroll clerk or the CEO-Risk Management Division.

21. BEHAVIORAL HEALTH AND RECOVERY SERVICES - EMERGENCY SERVICES

The County agrees to immediately meet with Local 535 should any changes to the methods of compensation of Behavioral Health and Recovery Services Emergency Services employees working the fifty-six (56) hour schedule be agreed to for the Registered Nurses Bargaining Unit.

22. ON-CALL PAY

The parties agree that the County's on-call pay provisions shall remain in effect unless otherwise amended by provisions contained in this agreement.

A. On-Call Pay Other Bargaining Unit Classifications

Unless otherwise specified herein, on-call compensation for bargaining unit employees formally assigned by the department head to remain available to return to work shall be compensated at the rate of \$4.00 per hour in addition to base pay, for each hour of on-call service performed.

B. Social Worker and Behavioral Health and Recovery Services On-Call Pay

Social Workers formally assigned to perform on-call duty shall receive, in lieu of any other compensation, including compensation for handling telephone calls at home, \$4.00 per hour, in addition to their base pay, for formally assigned on-call service performed. On-call compensation will continue for Social Workers in call-back situations.

On-call duty is mandatory for Social Worker IV's in the Child Welfare Services (CWS) Emergency Response Unit and for Social Worker II's and III's appointed on or after May 1, 1984, in Adult Services. The Community Services Agency will allow qualified Social Workers to volunteer for after hours on-call work. Once a volunteer has been assigned to on-call duty, it is the social worker's responsibility to insure that all scheduled on-call days are properly covered. Social Workers approved to serve on-call duty may exchange or broker their time with other approved on-call workers in their respective sections with administrative approval. It is permissible for an on-call social worker to broker his/her shift for coverage by another qualified social worker. Prior permission by the ER coordinating supervisor is required and, except in exceptional circumstances, changes should be made when the schedule is in draft form. The on-call social worker has the responsibility to fill the shift if they cannot find a replacement. Because after-hours work is a job requirement, permission would not be granted for social workers to permanently broker away their shifts.

Employees in the classifications of Behavioral Health Specialist I/II, Clinical Psychologist, Mental Health Clinician I/II, Clinical Services Associate, Psychiatric Technician and Clinical Services Technician I/II shall receive \$4.00 when placed on professional call duty by the Director of Behavioral Health and Recovery Services for each hour the employee is required to remain on-call beyond the regular work period.

23. ORIENTATION

The County agrees to provide a space for Local 535 to have a table display during New Employee Orientation. New Employee Orientation is held on the first and third Thursday of each month at County Center III.

24. OVERTIME

The parties agree that the County's overtime pay provisions in effect prior to the commencement of this agreement will continue in effect unless modified by this agreement with the exception noted below.

Calculation of time and one half compensation for overtime shall be based upon a calculation of time "worked" rather than time "paid". That is, time off voluntarily taken by an employee in the form of vacation, holiday or compensatory time off shall be excluded from consideration in calculating overtime eligibility. For overtime compensation purposes such voluntary time taken shall not be considered as time worked. Paid time off in the form of sick leave, bereavement leave, jury duty or military leave shall be considered time "worked". Also, holiday time off shall be considered as time "worked" when the offices were closed and employees were not given the option to continue working.

25. PERFORMANCE EVALUATION

The parties agree that an effective performance evaluation is an important tool to improve employee productivity, morale and career development. The parties further agree that the development of County-wide performance evaluation policy is an appropriate and desirable method of improving performance evaluation.

Toward that end, the parties agree that the County may develop and implement such consistent County-wide performance evaluation policies during the term of this agreement. The County agrees to review any such policies with Local 535 prior to implementation. Such policies may include consistent standards in evaluation areas such as attendance, criteria for overall ratings, employee rebuttal opportunities, corrective action plans and relationship between areas of evaluation and elements of job descriptions. It is further understood that Local 535 may offer suggestions for County consideration which shall be reviewed and considered.

26. REDUCTION IN FORCE

Whenever in the judgement of the Board of Supervisors it becomes necessary in the interest of economy or because the necessity for a position no longer exists, the Board of Supervisors may abolish a position or classification, and if necessary reduce personnel by laying off employees without the filing of disciplinary charges and without granting the employee the right of appeal except as accorded in these provisions. In reducing the number of employees every effort will be made to avoid displacing existing employees by allowing voluntary demotion or transfer to vacant positions. In laying off employees in the Classified Service, the order of separation shall be based upon seniority as herein specified.

In the event that a Reduction-In-Force action is to be recommended in the Community and Health Services Bargaining Unit during the period of this agreement, a good faith effort will be made by the County to notify Local 535, and meet upon Local 535 request to discuss alternatives to the Reduction-In-Force action including voluntary time-off, approval of leave of absence requests, and voluntary lay-offs. The County will do what it reasonably can to make available to employees who are laid off retraining opportunities as available through Federal or State job training programs or other available County programs.

A. Order of Separation

Employees in the same class shall be separated considering seniority and type of appointment with the least senior employee in any category of appointment being

the first separated and with tied seniority scores broken as provided herein. The sequence of appointment types shall be:

1. Provisional
2. Extra-Help
3. Trainee
4. Regular Full-Time and Regular Part-Time

Within regular part-time and regular full-time appointments, employees with probationary status shall be laid off before employees with permanent status in the same class regardless of relative seniority.

B. Seniority

Employee's seniority will be based on amount of total continuous service with the County. In an affected classification, that employee with the least total continuous service shall be the first separated from the affected department except as otherwise provided herein. In cases of equal seniority among employees, the order of separation shall be determined by the Chief Executive Officer based on a review of relative performance efficiency as evidenced in performance evaluations and such relevant materials as may be submitted by the Department and affected employee in an informal hearing.

- C. Performance: Notwithstanding the above, service time credit for the purpose of determining seniority shall not include employment during any periods between completion of a performance evaluation evidencing an overall rating below satisfactory and completion of a subsequent evaluation with satisfactory or better overall rating.
- D. Written Notice: Written notice of layoff shall be served on affected employees in person or by a certified letter mailed to the last address on file with the Chief Executive Officer. Notice will be served or mailed at least twenty-one (21) calendar days prior to the effective date of the separation. Notice shall be deemed served upon return of a delivery receipt or receipt showing attempted delivery.
- E. Demotion in Lieu of Layoff: In lieu of being laid off, an employee may elect to voluntarily demote within the same department to a lower paid classification in the same series or to a classification previously held in the County. Less senior employees who may be displaced as a result of demotion actions shall in turn be subject to the provisions of this section. In order to exercise these options, the employee affected must so advise the Chief Executive Office in writing no later than seven working days after receiving notice of layoff.
- F. Limited Bumping Across Department Lines of Probationary Employees: Employees may bump across department lines in one circumstance. A permanent employee who has been identified in a department as the employee to be laid off, shall have the right to transfer and/or demote to a position filled by a less senior, probationary employee in another County department, if the position is in the same class or a lower class within the series and bargaining unit, and if the less

senior employee is in his/her initial hire probationary period. The employee electing to "bump" to the new County department may be required to serve Department Probation for a period not to exceed six months. The employee shall maintain his or her re-employment rights within the Department from which he or she transferred and/or demoted.

- G. Transfer in Lieu of Layoff: In lieu of being laid off, an employee may request to voluntarily transfer or demote to a vacant position in another department in the same or comparable classification or to a classification previously held. Such requests require approval by the gaining Department Head.
- H. Seniority List: The County agrees to provide the Labor Representative of Local 535 with the seniority list for each classification in the bargaining unit affected by reduction-in-force actions, prior to the time the notice of layoff is submitted to the affected bargaining unit employees.

Local 535 agrees to take all due precautions to insure that the information on the list will be used for no purpose other than Local 535 representation of employees affected by a reduction-in-force action and will not be used in any manner so as to harm the confidentiality or right of privacy of members of the bargaining unit. Local 535 agrees to indemnify, defend and hold harmless Stanislaus County, its employees and agents against damages, or claims of whatever nature arising out of Local 535's control and use of such lists:

- I. Re-Employment: For a period of eighteen (18) months from the effective date of lay off no regular position in the affected classification in the department involved shall be filled without first providing employees possessing rights to re-employment with an opportunity to be rehired. Any permanent employee displaced as a result of a Reduction-In- Force action shall have the right to be re-employed to a lower paid classification in the same series, within the same department, and bargaining unit, in addition to the classification from which the employee was laid off. Re-employment lists shall be in inverse order of lay-off with the most senior employee from among those laid off rehired first. Such re-employment would be at the same salary step or the salary range assigned such classification and with the same seniority as the employee had earned at the time of lay-off. Should the employee return to a lower paid classification within the series, the employee's salary shall be determined consistent with County Code Section 3.24.050, "Salary on Demotion". Benefits paid out at the time of separation such as vacation or such leave may be bought back at employee expense. If the affected employee had permanent status at the time of the reduction-in-force action, that employee will be required to serve an additional six month probationary period at the time of re-employment if the employee is brought back after a twelve month break in service. Written notice of the re-employment opportunity shall be sent by certified mail to the last known address of the former employee by the Chief Executive Office. The former employee shall have fourteen (14) calendar days to respond to the notice.

- J. Administrative Decisions: The Chief Executive Officer is authorized to render decisions resolving questions of seniority, performance, and continuous service incident to the administration of this section.
- K. Special Circumstances: Employees assigned to a position on the basis of bona fide occupational qualifications may be exempted from the reduction-in-force list for their classification where those skills are necessary to continue the level of service rendered by the program.
- L. Appeals: Persons subject to layoff or demotion under these provisions may appeal to the Chief Executive Officer any allegations of error, fraud, irregularity or bias in application of the reduction-in-force procedures. The affected person may, within seven days after receipt of the decision by the Chief Executive Officer, appeal that decision. An appeal shall be filed with the Chief Executive Officer. The Chief Executive Officer shall forthwith transmit the appeal request to the hearing board established pursuant to Section 3.28.060 of the Stanislaus County Code. The hearing board shall within a reasonable time from the filing of the appeal, commence the hearing thereof and shall notify the interested parties of the time and place of hearing at least five days in advance hereof.

At the hearing, both the appellant and the County shall have the right to be heard publicly, to be represented by Counsel and to present evidentiary facts. The parties may agree to a hearing closed to the public and the hearing board may at any time exclude any person who may be a witness in the appeal under consideration. The hearing shall be informal and the hearing board shall not be bound by any rules of evidence governing trial procedure and state courts. The hearing board shall render a written decision, copy of which shall be transmitted to the Chief Executive Officer. The Chief Executive Officer shall serve a copy of the decision upon the appellant. The decision of the hearing board shall be final.

Relevant provisions in Chapter 3.28.060 and 3.28.070 of the Stanislaus County Code shall govern the hearing process.

27. REST PERIODS

Each department head shall grant to employees in his or her department rest periods in accordance with the law. Such rest periods are not to exceed 15 minutes in any four (4) consecutive hours of work. It is further recognized that rest periods are not cumulative and if not used are lost to the employee.

28. RETIREMENT BENEFITS

The parties agree that the County's retirement benefits in effect prior to the commencement of this agreement will remain in effect. Further, should the County choose to provide incentives for early retirement in the form of the County payment for additional time credit in the Retirement System, such benefit would apply to full-time employees in those classifications which may be designated for participation in this program by the Board of Supervisors.

29. SAFETY & LOSS CONTROL

The parties agree to and acknowledge their mutual responsibility to provide a working environment free from unsafe and harmful working conditions. The parties further agree to strive to reduce the number of job connected illnesses and injuries. Local 535 agrees to support and encourage its members to participate in such safety training as the County may provide or the wearing of such safety equipment as may be required and to adhere to such safety procedures governing the methods of work or equipment as may be required. County will purchase or reimburse employees for the purchase of any personal safety equipment specifically required by the County in order to comply with CAL-OSHA requirements.

The County and Local 535 agree that occupational health and safety are the mutual concern and commitment of the County, Local 535 and employees. To that end, the County shall comply with all applicable Federal, State and local safety laws, rules and regulations and shall communicate to and ensure that employees will do the same. Safety training is available to all employees and access to such training shall not be unreasonably denied.

The County agrees to provide direct notification to Local 535 regarding safety issues and updated Safety Manual procedures affecting represented employees. Local 535 shall designate a member representative to attend scheduled Central Safety Committee meetings. Information regarding all Safety Committee meetings shall be posted on individual department bulletin boards.

Any workplace safety or health problem which is identified should be initially directed to the department safety officer, supervisor, or department safety committee as appropriate for review and/or investigation. If the matter is not resolved at the initial level, Local 535 and/or employee may submit a request in writing to the Risk Management Division of the Chief Executive Office.

The County Safety Officer will investigate the safety and/or health problem, and will respond in writing to the requestor, Local 535, Department Head and Department Safety Officer as soon as possible, but no later than thirty (30) calendar days from the date the problem was brought to his/her attention. The response will include a time frame for abatement/resolution of the problem. If the matter is not satisfactorily resolved with this response, the matter may be submitted to the County Safety Board for review.

30. SHIFT DIFFERENTIAL

Unless otherwise specified, all members of the bargaining unit holding a classification assigned to the Community and Health Services bargaining unit who are assigned to regularly scheduled shifts during the time periods as specified herein shall be eligible to receive shift differential. Employees assigned to work a shift, the major portion of the hours which fall between 3:00 pm and 11:00 pm shall receive additional compensation of 5%.

Employees in the classifications of Animal Services Officer I/II and Senior Animal Services Officer shall be eligible for pm shift differential when regularly assigned to work a split day shift and pm shift assignment in accordance with current MOU and County Code provision. Shift differential shall only be compensated for the shifts actually worked within the hours that meet the requirement for shift differential compensation.

Further, the parties agree that employees in the classification listed herein who are assigned to regularly scheduled shifts the major portion of the hours which fall between 11:00 pm and 7:00 am shall receive 7.5% for night shift work.

31. SICK LEAVE/BEREAVEMENT LEAVE/WORKERS COMPENSATION

A. Use (3.40.010 County Code)

While in the continuous service of the County, County officers and employees, other than temporary, part-time or seasonal employees, shall be entitled to 3.7 working hours or a proportionately equal number of hours as prescribed in Section 3.32.010 herein of sick leave pay for each biweekly pay period of actual service. Such sick leave with pay can only be granted upon the recommendation of the department head in case of bona fide illness of the employee or in the event of serious illness in the employee's immediate family. Immediate family normally means father, mother, husband, wife, son, daughter, sister, brother, grandparents, grandchildren, father-in-law, or mother-in-law; however, for reasons held to be sufficient by the employee's department head and approved by the Chief Executive Officer, this definition may be expanded to include others persons with whom the employee had enjoyed a parent or family-like relationship. Sick leave granted because of serious illness in the employee's immediate family shall normally be limited to forty working hours or a proportionately equal number of hours as prescribed in Section 3.32.010, but this period may be extended for reasons held to be sufficient by the employee's department head.

Bona fide illness shall include pregnancy when the pregnancy incapacitates the employee to the extent that she cannot fully perform the duties of her job. A statement from the employee's physician verifying such incapacity shall be required before sick leave with pay will be granted, and the statement shall accompany the monthly payroll on which the first illness is shown. (Ord. NS 976 S 1, 1981: prior code S 2-2-6(a)).

In the event of a death in the employee's immediate family, bereavement leave, not to exceed forty working hours or a proportionately equal number of hours as prescribed in Section 3.32.010, may be granted the employee without charge to sick leave.

Utilization of sick leave for the care of others besides the employee shall be provided consistent with the rights under MOU, State Labor Code Section 233 and Federal law.

B. Certificate Required (3.40.030 County Code)

All employees who claim sick leave with pay, upon return to work after an illness, shall complete a certificate of illness or a form provided by the Department's Personnel Department. An employee shall furnish a certificate issued by a licensed physician or other satisfactory proof of illness upon the request of the department head concerned. The certificate of illness signed by the department head shall accompany the monthly payroll, the time away from work shall be charged to either

accrued vacation or the employee shall be marked absent on the payroll. No sick leave will be honored without completion of this form. (Prior code S 2.206 (b)).

C. Injury Received in County Employment (3.40.030 County Code)

1. Any County officer or employee, other than a temporary, part-time or seasonal employee, who is compelled to be absent from active service as a result of sickness or injury arising out of and in the course of his employment, shall be entitled to receive full compensation during the first three calendar days of such absence without sick leave charge.
2. Thereafter, during such absence, he shall be entitled to receive compensation equal to the difference between his base salary and the weekly compensation benefits received by him up to the amount of his accumulated sick leave, vacation, holiday or overtime time, on the basis of pro rate charge to such leave, based on the difference between the employee's base salary and benefits received. Subsequent payment for the first three calendar days shall be payable to the County.
3. At such time as such leave is exhausted, the employee shall be placed on leave of absence without pay until able to return to active service.
4. Any employee compelled to be absent as provided in this section shall not lose any earned vacation, holiday or accumulated overtime, if not used, notwithstanding any limitations elsewhere in this title as to the time within which the same may be taken. Such accumulated vacation, holiday or overtime may be taken upon the employee's return to active service, or upon termination of employment, subject to other regulations provided for in this title. (prior code S 2-206 (c)).

D. Exempt Causes (3.40.040 County Code)

No County employee shall be entitled to sick leave while absent from duty on account of any of the following causes:

1. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his willful misconduct;
2. Sickness or disability sustained while on leave of absence other than his regular vacation. (Prior code S 2-206 (d)).

E. Termination Payment

The following sick leave cashout practice shall apply:

Employees who leave County service as a result of death, disability retirement, or service retirement excluding deferred retirement, shall receive cash for accrued, but unused sick leave on the books at the rate of 50% of the salary equivalent of such sick leave. Employees with more than six years of service as a "regular" employee,

shall receive cash for accrued, but unused sick leave on the books at the rate of 25% of the salary equivalent of such sick leave upon voluntarily terminating County service for any reason other than retirement as described above. Terminations for cause, regardless of the length of service shall result in zero cashout of accrued sick leave.

Employees in a "regular" employment status for six years or less who terminate County services for all other reasons except due to a reduction-in-force action as provided by the "Reduction-In-Force Policy", including but not limited to deferred retirement, resignation and discharge, are not eligible to receive any cash-out of unused sick leave. Employees with one (1) year of service or more who are laid off due to a reduction-in-force action, shall continue to be eligible for the 25% sick leave cashout as provided by existing County policy. (Portion of County Code Section 3.40.050).

Termination of service shall include death, in which event payment shall be made to the person or persons entitled to succeed to the estate of the deceased employee. This section, as amended, shall include all accumulated or unused sick leave acquired while in the service of the County. (Prior code S 2-106 (e)).

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

In addition, any current employee who has accrued time in excess of 600 hours may, upon retirement, consistent with current MOU provision, cashout the amount of time accrued as of January 1, 1995 or the end of the last pay period in October 1994, 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 1000 hours on the date the cashout maximum takes effect, he or she would be cashed out for 50% of 1000 hours or 500 hours upon retirement. Any time accrued and in excess of this time will 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. The purpose of sick leave is to continue the employee's salary for as long as sick leave time is available during periods of illness.

F. Policy

The parties agree that sick leave benefits are important employee fringe benefits and that the misuse or abuse of sick leave is improper and adversely affects the large majority of employees whose sick leave use is legitimate.

G. 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 will be made available to members of the Community and Health Services bargaining unit. This program must meet the criteria of the Auditor-Controller for tax purposes.

32. SOCIAL WORKER CARS

The parties agree that a car will be properly equipped and available for use by Social Workers assigned to the Community Services Agency.

33. STIPEND PROGRAM

The County shall extend the existing stipend program to members of the bargaining unit. Classification designated for participation in the program shall be hard to recruit for classifications or classification assignments as recommended by the Department Head and approved by the Chief Executive Officer, with final approval granted by the Board of Supervisors.

The parties agree to a modification to the current provisions of the stipend program. This modification shall provide that upon prior approval, a Library Assistant may participate in the Stipend Program and be appointed to the next available Librarian I vacancy. The parties recognize that some time may pass prior to a vacancy occurring and that even in this case, the employee who has completed his or her MLS will pay the County the time back as required by the program after appointment to the Librarian I position occurs.

34. TEMPORARY OUT-OF-CLASS ASSIGNMENT

The parties agree that when an employee receives a formal written assignment by a department head to perform work characteristic of a higher classification, and such work is satisfactorily performed for the majority of work days in a calendar month or for a period of twelve consecutive working days, the employee shall be paid for such out-of-class work at the appropriate promotional pay rate of the higher classification (an approximate 5% minimum), but no higher than the 5th step of the new salary range.

The intent of this subsection is to insure that employees are fairly compensated when the needs of the County require a formal out-of-class assignment. It is recognized that department heads have sole discretion in selecting employees for any such assignments and that the out-of-class work involved is to be consistently and substantially in the higher classification.

Employees must meet the minimum requirements of the higher classification. Employees who do not meet the minimum requirements of the higher level classification shall not be required to perform the work in a higher classification. Employees shall not be subject to disciplinary action of refusing such assignment based on not meeting the minimum requirements. Out-of-class assignments, other than those made within the Group Supervisor series, must be approved by the Chief Executive Officer.

The parties further agree that Group Supervisors III's formally designated to act in the capacity of Senior Group Supervisors and Group Supervisor II's formally designated to act in the capacity of

Group Supervisor III's at Juvenile Hall for any (8) hour shift, shall be compensated for that shift at the appropriate promotional rate of pay of the appropriate higher classification (an approximate 5% minimum). The parties agree that the County's out-of-class provisions for Group Supervisors shall remain in effect for the term of this agreement.

35. TRANSFERS

- A. Interdepartmental Transfers - Employees wanting to be considered for transfer to another department may notify the Chief Executive Office of their desire for transfer. A list of such employees will be developed on the basis of seniority. When a vacancy occurs, an option will exist for the appointing authority to use the transfer list in filling a vacancy. When the transfer list is used, the appointing authority may reject more senior employees in favor of employees who are demonstratively better qualified on the basis of assignment, related education, training, certification or experience. Superior performance evaluations may also justify selecting a less senior employee.
- B. Intradepartmental Transfer - The purpose of this section is to provide a mutual understanding between the County and Local 535 of the intradepartmental transfer procedure for employees in the Community and Health Services Bargaining Unit, currently employed at the Community Services Agency, Library, Juvenile Hall, Public Health and Behavioral Health and Recovery Services and the Department of Child Support Services. Intradepartmental transfers are limited to full-time employees currently employed in the same classification as the position available. As vacancies occur, a notice will be posted on bulletin boards and/or be sent to all divisions of the department. Employees must submit a transfer request in writing to their immediate supervisor or department head and will be given no less than five (5) days to respond. All qualified employees who have expressed an interest in transferring to the vacant position will be considered. The employee will be notified if the request for transfer has been approved or denied. The assignment of employees for purposes of training, increased operational efficiency, to accommodate elimination of positions or other special circumstances shall be the discretion of the department head or his/her designee. This section communicates the philosophy of the County that intradepartmental transfers are encouraged and desirable as a means of filling like, vacant positions. In instances in which extenuating circumstances exist, the department head may waive the intradepartmental transfer process. The department head and/or the Chief Executive Office will notify Local 535 when this situation occurs.

36. UNIFORM ALLOWANCE

- A. The parties agree that the County shall provide a voucher uniform allowance in the amount of \$780.00 annually for the classifications of Animal Services Officer I/II and Animal Care Specialist I/II. This amount shall be effective the first day of the month following Board approval of this MOU. New employees shall receive an additional allowance of \$200.00. In addition, current employees shall receive a one (1) time \$200.00 voucher credit in recognition of the uniform change. Voucher credits shall not accrue from year to year.

- B. The parties agree that the classification of Community Service Officer shall receive a cash uniform allowance of \$780.00 annually. This amount shall be paid bi-weekly. New Community Service Officers will receive an additional one (1) time cash allowance of \$200.00.
- C. The County shall provide Group Supervisors \$220 for the initial purchase of authorized uniforms and equipment. Effective July 1 of each year an annual uniform maintenance allowance of \$110 will be provided to existing employees. New employees shall be provided with the initial allowance and as prorated amount for the maintenance depending on how long they have been with the Department during the year.

37. VACATION

A. 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 sixteen (16) hours of optional holiday time. See sub-division E 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.

B. Vacation Credit for Holidays

- 1. 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:
 - a. New hire 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.
 - b. 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.
 - c. Employees on disciplinary suspension without pay will not receive vacation credit for any holiday occurring during the period without pay.

- d. 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
2. Employees 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. Employees with less than six months of service in a regular position, who work on a designated holiday may be able to use the accrued vacation time earned for work on the holiday, subject to department head approval.

C. Vacation Accumulation Maximum

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

The parties agree that employees who have reached the 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 450 hours (at 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 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 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.

D. Limited Cash Conversion

The parties agree that, employees with 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.

E. Vacation Accumulation Rate

1. 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 days a year) for the first through completion of the second year of continuous service.

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

6.16 hours per pay period (twenty 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 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 periods.

38. VOLUNTARY TIME OFF PROGRAM

The parties agree that the voluntary time off concept agreed to in late 1981 shall be continued in the Community Services Agency. The parties further agree that VTO options including unpaid days off will be available if other departments feel this option is appropriate to help with budget reduction difficulties. VTO Programs effecting members of the bargaining unit in departments other than Community Services Agency may be implemented.

39. JOINT DISCUSSIONS CONCERNING POLICY REVISIONS

Local 535 agrees to meet and confer over the attached list of items concerning revisions to the Personnel Policies. Should additional items be considered by the County which impact employee wages, hours and other terms and conditions of employment, Local 535 shall be notified of those additional items prior to the joint discussions. These discussions will occur jointly with other employee organizations as practical. At the time that these discussions are to occur, the County agrees to ask the affected employee organizations to agree to discuss the feasibility of establishing on Reduction-In-Force Policy applicable to employees in all bargaining units.

40. SEVERABILITY

It is not the intent of the parties hereto to violate any laws, rulings, or regulation 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 regulation, such provision shall be suspended and superseded by such applicable laws, ruling or regulations and 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. (Added 10-11-94)

41. FULL UNDERSTANDING

It is understanding by the parties that these provisions fully set forth the agreement of the parties in matters of wages, hours and terms and conditions of employment as herein specified. The parties agree that these understandings may be amended by subsequent negotiations between the parties as a result of meeting and conferring.

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

DEPT: CHIEF EXECUTIVE OFFICE

BOARD AGENDA # *B-6

Urgent Routine

AGENDA DATE September 18, 2001

Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

APPROVAL OF LABOR AGREEMENT BETWEEN THE COUNTY AND SERVICE
EMPLOYEES INTERNATIONAL UNION LOCAL 535 REPRESENTING THE
COMMUNITY AND HEALTH SERVICES BARGAINING UNIT.

STAFF
RECOMMEN-
DATIONS:

1. IMPLEMENT THE PROVISIONS CONTAINED WITHIN THE TENTATIVE AGREEMENT REACHED BETWEEN THE COUNTY AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 535 REPRESENTING THE COMMUNITY AND HEALTH SERVICES BARGAINING UNIT; AND
2. AMEND THE "SALARY AND POSITION ALLOCATION RESOLUTION" TO REFLECT THE CHANGES AGREED TO.

LOCAL
IMPACT:

This agreement covers 48 months, over the current and the next three fiscal years through fiscal year 2005. The estimated cost for the current fiscal year is \$520,804; and the estimated costs for remaining years are fiscal years are: \$1.848 million (2001/02); \$1.802 million (2002/03); \$1.493 million (2004/04); and \$1.742 million (2004/05). Most of this cost (approximately 74%) will be applied to special revenue fund each fiscal year. For the

(Fiscal Impact Continued on Next Page)

BOARD ACTION AS FOLLOWS:

No. 2001-706

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) Approved as recommended

2) Denied

3) Approved as amended

MOTION:

Christine Ferraro

**APPROVAL OF LABOR AGREEMENT BETWEEN THE COUNTY AND SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 535 REPRESENTING THE COMMUNITY AND HEALTH
SERVICES BARGAINING UNIT
PAGE 2**

**FISCAL
IMPACT**

CONTINUED:

special revenue, enterprise and internal service fund departments increased salary costs will be funded through the departments' existing resources. The County general fund impact is approximately twelve percent (12%) 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 each General Fund 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:

SEIU and the County reached a tentative agreement to amend the current Memorandum of Understanding which expired June 30, 2001. The tentative agreement was ratified by the membership. The tentative agreement covers a multi-year period of July 1, 2001 through June 30, 2005 and grants the 716 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 June 30, 2001.

Negotiations were conducted using an Interest Based Approach. The Interest Based Approach is a departure from traditional, position-based bargaining. It involves a discussion of interests rather than demands. It is an approach to better communicate and resolve differences through understanding and persuasion. Many of the issues focus on the process and relationship facets of a labor management partnership. Many issues that traditionally would have been included in an MOU were handled through joint labor management problem solving. The County and SEIU are committed to continuing this approach to handle issues as they arise during the term of the contract.

The agreement provides for increases in bilingual and on-call pay; provides for continuing education time for Mental Health Clinicians; and provides uniform allowance for Group Supervisors. In addition, the agreement covers equity adjustments for ten classifications. The agreement includes clarification on labor-management committee to handle on-going issues.

**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
Local 535, Social Services Union, SEIU, AFL-CIO
Representing the
Community and Health Services Bargaining Unit.**

1. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect for a forty-eight (48) month period commencing on July 1, 2001, and ending on June 30, 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 July 1, 2001	3.6 percent
The first pay period following July 1, 2002	3 percent
The first pay period following July 1, 2003	3 percent
The first pay period following July 1, 2004	<u>3.4 percent</u>
48 months	13 percent

B. Retirement

- 1) Safety 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.
- 2) The three (3) Deputy Coroners shall be converted to Safety members.
- 3) General members of the bargaining unit shall receive upon retirement two percent (2%) of base salary at age fifty-five (55), including the single highest year, to be implemented on March 1, 2002, but no later than July 1, 2002.

C. Certificate Pay

- 1) Effective, the first pay period after Board of Supervisors approval, full-time Group Supervisors will receive an additional three percent (3%) in certification pay upon successful completion of State mandated Standards and Training for Corrections (STC) Core training.

- 2) If required, the County will implement an on-site certification program for Substance Abuse Counselors to obtain CAADC or similar certification.

D. Equity Adjustments

The following classifications shall receive an equity adjustment as outlined in attachment B:

- 1) Group Supervisor I
- 2) Group Supervisor II
- 3) Group Supervisor III
- 4) Deputy Coroner
- 5) Librarian I
- 6) Librarian II
- 7) Mental Health Clinician I
- 8) Mental Health Clinician II
- 9) Home Care Assistants/Support Service Coordinators
- 10) Family Support Officer III

E. Bilingual Pay

Bilingual pay shall increase from forty-eight cents (\$.48) to sixty-nine cents (\$.69) effective the first pay period after Board of Supervisors approval.

F. On-Call Pay

On-call pay shall be four dollars (\$4.00) per hour for all bargaining unit members.

G. Unit Leader Pay

The County shall pay five percent (5%) Unit Leader pay for two (2) positions at Stanislaus Behavioral Health Center on an interim basis, until the Behavioral Health and Recovery Services restructuring process has been completed.

H. Uniform Allowance

- 1) Group Supervisors will be allotted a one-time allowance of \$220 for the purchase of authorized uniforms and equipment. Effective July 1 of each year an annual lump sum uniform maintenance allowance of \$110 will be provided to existing employees.
- 2) The County shall provide a voucher uniform allowance in the amount of \$780.00 annually each July 1 for the classifications of Animal Services Officer I/II and Animal Care Specialist I/II. New employees shall receive an additional allowance of \$200.00. In addition, current employees shall

receive a one time \$200.00 voucher credit in recognition of the uniform change. Voucher credits shall not accrue from year to year.

4. **LABOR MANAGEMENT COMMITTEE**

A. In large Departments, the parties shall establish a Labor Management Committee to address ongoing issues. The committee shall be comprised of the Department Head or designee, SEIU Field Representative, and up to four (4) union members appointed by the union. Issues for discussion may include, but are not limited to:

- 1) Operational issues;
- 2) Department policy changes;
- 3) Safety;
- 4) Staffing;
- 5) Equipment;
- 6) Update/Communication;
- 7) Employee matters (not specific to an individual employee).

B. For smaller departments and general County issues, the SEIU Field Representative and staff from the Chief Executive Office shall meet. Issues for discussion may include, but are not limited to:

- 1) County policy;
- 2) Update/communication;
- 3) Memorandum of Understanding issues;
- 4) Issues across departments.

5. **EDUCATION**

A. The parties agree to explore options to assist employees in obtaining their undergraduate degrees in difficult to recruit for classifications. This discussion will take place in the Labor Management Committee.

B. The County shall reimburse the employees in the classification of Mental Health Clinician for the \$25 application fee to receive credit through California State University, Stanislaus for onsite Continuing Education Unit courses.

C. The Education time for Mental Health Clinicians shall increase from twenty-four (24) to thirty-two (32) hours every two (2) years.



CHIEF EXECUTIVE OFFICE

Reagan M. Wilson
Chief Executive Officer

1010 10TH Street, Suite 6800, Modesto, CA 95354
PO Box 3404, Modesto, CA 95353-3404

Patricia Hill Thomas
Assistant Executive Officer

Phone: 209.525.6333 Fax: 209.544.6226

September 18, 2001

Valerie McCan-Murrell
Senior Field Representative
Service Employees International Union (SEIU), Local 535
1007 Seventh Street, Fourth Floor
Sacramento, CA 95814

Dear Valerie:

This letter shall serve as a side letter to the Memorandum of Understanding between Stanislaus County and Local 535 representing the Community and Health Services Bargaining Unit, regarding Coordinator assignments in the Behavioral Health and Recovery Services Department. It is the intent of the County to recognize special skills in Drug and Alcohol counseling. The parties agree that the Behavioral Health and Recovery Services Department Labor Management Committee will meet within 6 months of the conclusion of negotiations to discuss options for recognizing these special skills. These options may include CADC or other forms of certificate pay.

Sincerely,

Reagan M. Wilson
Chief Executive Officer



CHIEF EXECUTIVE OFFICE

Reagan M. Wilson
Chief Executive Officer

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September 18, 2001

Valerie McCan-Murrell
Senior Field Representative
Service Employees International Union (SEIU), Local 535
1007 Seventh Street, Fourth Floor
Sacramento, CA 95814

Dear Valerie:

This letter shall serve as a side letter to the Memorandum of Understanding between Stanislaus County and Local 535 representing the Community and Health Services Bargaining Unit, regarding Coordinator assignments in the Behavioral Health and Recovery Services Department. The parties recognize that the County is in the process of reviewing the organizational structure, positions and assignments of the Behavioral Health and Recovery Services Department and will be considering other options for how the Coordinator assignments are structured.

Sincerely,

Reagan M. Wilson
Chief Executive Officer



CHIEF EXECUTIVE OFFICE

Reagan M. Wilson
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September 18, 2001

Valerie McCan-Murrell
Senior Field Representative
Service Employees International Union (SEIU), Local 535
1007 Seventh Street, Fourth Floor
Sacramento, CA 95814

Dear Valerie:

This letter shall serve as a side letter to the Memorandum of Understanding between Stanislaus County and Local 535 representing the Community and Health Services Bargaining Unit, regarding Mental Health Clinician career ladder. The parties agree that the County will add a Mental Health Clinician III classification by March 31, 2003.

Sincerely,

Reagan M. Wilson
Chief Executive Officer



CHIEF EXECUTIVE OFFICE

Reagan M. Wilson
Chief Executive Officer

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September 18, 2001

Valerie Mc Cann-Murrel
Senior Field Representative
Service Employees' International Union, Local 535
1007 Seventh Street, Fourth Floor
Sacramento, CA 95814

Dear Valerie:

This letter shall serve as a side letter to the Memorandum of Understanding between Stanislaus County and Local 535 representing the Community and Health Services Bargaining Unit, regarding the Social Worker classification study. The parties agree that the County will study the Social Worker classifications and will discuss the results and recommendations with the Union. The conducting of this study does not imply that any changes to the classifications or salaries will necessarily be made.

Sincerely,

Reagan M. Wilson
Chief Executive Officer