

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

DEPT: CHIEF EXECUTIVE OFFICE

BOARD AGENDA # *B-2

Urgent Routine X

AGENDA DATE November 6, 2001

CEO Concurs with Recommendation YES prc NO
(Information Attached)

4/5 Vote Required YES NO X

SUBJECT:

APPROVAL OF LABOR AGREEMENT BETWEEN THE COUNTY AND THE STANISLAUS COUNTY EMPLOYEES ASSOCIATION, AFSCME LOCAL 10 REPRESENTING FOUR BARGAINING UNITS AND APPROVAL OF ADJUSTMENTS TO EXTRA HELP CLASSIFICATIONS

STAFF
RECOMMEN-
DATIONS:

1. IMPLEMENT THE PROVISIONS CONTAINED WITH THE TENTATIVE AGREEMENT REACHED BETWEEN THE COUNTY AND THE STANISLAUS COUNTY EMPLOYEES ASSOCIATION, AFSCME LOCAL 10 REPRESENTING THE MID-MANAGEMENT/SUPERVISORY; OFFICE WORKER/CLERICAL; CRAFTS MAINTENANCE/INSTITUTIONAL; AND TECHNICAL SERVICES BARGAINING UNITS.
2. AMEND THE "SALARY AND POSITION ALLOCATION RESOLUTION" TO REFLECT THE CHANGES AGREED TO.
3. APPLY THE NEW ADJUSTED SALARY RANGES TO EXTRA HELP EMPLOYEES IN THE EFFECTED CLASSIFICATIONS.

(Continued on Page Two)

FISCAL
IMPACT:

This agreement covers forty-eight months, over the current and the next three fiscal years through all but one-month of Fiscal Year 2005. The estimated cost for the current fiscal year in all funds is \$4,478,325 and includes one month of retroactive costs that would have occurred in Fiscal Year 2000-2001 but will be paid this Fiscal Year. The approximate General Fund impact will be \$1.18 million. The estimated costs for the remaining fiscal years are: \$8.5 million all funds and \$2.23 million in the General Fund (FY 2002-2003); \$12.2 million all funds and \$3.2 million in the General Fund (FY 2003-2004); and \$14.97 million

(Continued on Page Two)

BOARD ACTION AS FOLLOWS:

No. 2001-865

On motion of Supervisor Blom , Seconded by Supervisor Caruso

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) X Approved as amended

**THIS ITEM WAS REMOVED FROM CONSENT AND PLACED ON
NON-CONSENT FOR DISCUSSION**

MOTION:

THE ITEM WAS AMENDED TO ADD THAT IF A SIGNED PETITION BY AT
LEAST 30% OF THE EMPLOYEES FOR EACH INDIVIDUAL BARGAINING
UNIT IS RETURNED TO THE BOARD, THAT A PROCTOR OTHER THAN THE
CHIEF EXECUTIVE OFFICE BE APPOINTED TO OVERSEE A NEW ELECTION
IN ACCORDANCE WITH GOVT. CODE §3502.5(d).

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

File No.

APPROVAL OF LABOR AGREEMENT BETWEEN THE COUNTY AND THE STANISLAUS COUNTY EMPLOYEES ASSOCIATION, AFSCME LOCAL 10 REPRESENTING FOUR BARGAINING UNITS AND APPROVAL OF ADJUSTMENTS TO EXTRA HELP CLASSIFICATIONS

Page Two

STAFF
RECOMMEN
DATIONS

- (Continued) 4. GRANT THE TWO UNREPRESENTED CLASSIFICATIONS OF CLERICAL/COMMUNITY AIDE I/II THE FOUR ACROSS-THE-BOARD ADJUSTMENTS THAT ARE EFFECTIVE IN JUNE OF EACH YEAR WITH THE FIRST ADJUSTMENT OF 3.75% TO OCCUR AFTER THE START OF THE FIRST PAY PERIOD ON JUNE 1, 2001.

FISCAL
IMPACT

(Continued): all funds and \$4.25 million in the General Fund (FY 2004-2005). For the Special Revenue, Enterprise and Internal Service Fund departments the increased salary costs will be funded through the departments' existing resources. For the current fiscal year a portion of the increased salary is budgeted through Appropriations for Contingencies. 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 these increases will be addressed during the budget process for subsequent fiscal years.

DISCUSSION: The Stanislaus County Employees Association, AFSCME Local 10 and the County reached a tentative agreement to amend the current Memorandum of Understanding which expired May 31, 2001. The tentative agreement was ratified by the membership on October 29, 2001. It covers a multi-year period of June 1, 2001 through May 31, 2005 and grants the 2,200 employees covered by the agreement four across-the-board pay increases over the term of the agreement of 3.75%, 3%, 3% and 3.25% in June of each year, with the first increase retroactive to the start of the first full pay period on or after June 1, 2001.

Similar to the prior contract, negotiations were conducted using an Interest Based approach. This approach is a departure from the 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, persuasion and consensus building. Many of the issues focus on

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Page Three

DISCUSSION

(Continued):

the process and relationship facets of a labor- management partnership. Issues that traditionally would have been included in a labor agreement were handled through joint labor management problem solving. The County and SCEA committed to continuing this approach to handle issues as they arise during the term of the contract through joint labor-management committee.

The agreement provides for increases in bilingual and on-call pay; and provides changes to uniform allowance. Similar to other agreements reached recently, the contract also provides for improved retirement benefits. A number of equity adjustments were also agreed to that effect approximately half of the unit. Finally, as part of the ratification vote, the entire membership, union dues payers and non-dues payers alike were given the opportunity to vote on whether to accept or reject Agency Shop. As a result of the vote, an Agency Shop provision will be implemented in January 2002 for three of the four represented bargaining units. These include the Mid-Management/Supervisory, Crafts/Maintenance and Technical Services bargaining units. The Office Worker/Clerical Unit voted to not accept Agency Shop.

Also recommended is the across the Board increases apply to our extra help employees. The additional equity adjustments would only apply to extra help employees who hold the classifications recommended for the equity adjustments. The classifications of Clerical/Community Aide I/II would not receive the additional equity adjustments.

Overall this is an excellent agreement that recognizes our employees by granting substantial salary and benefit improvements during the term of the agreement.

POLICY
ISSUE:

Board of Supervisors approval is required to implement the provisions of the tentative agreement and amend the "Salary and Position Allocation Resolution". Approval of this agreement and the positive labor relations that should be an outcome of the agreement are anticipated to further the Board's goals of efficient government operations with the emphasis on recognizing our employees as one of the County's key customer groups.

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Page Four

STAFFING

IMPACT:

The "Salary and Position Allocation Resolution" will be amended to reflect the changes as agreed to.

**TENTATIVE AGREEMENT
BETWEEN
STANISLAUS COUNTY AND
SCEA, AFSCME LOCAL 10
REPRESENTING THE
MID-MANAGEMENT/SUPERVISORY, OFFICE WORKER/CLERICAL,
CRAFTS/MAINTENANCE/INSTITUTIONAL
AND THE TECHNICAL SERVICES
BARGAINING UNITS.**

1. Term of the Agreement

This agreement shall remain in full force and effect for a forty-eight (48) month period commencing June 1, 2001 and ending on May 31, 2005.

2. Compensation

A. Salary Increase

All members of the bargaining unit shall receive the following salary increases effective the start of the first full pay period on or after the dates as specified below:

June 1, 2001	3.75%
June 1, 2002	3%
June 1, 2003	3%
June 1, 2004	3.25%

B. Equity Adjustments

- The classifications of Account Clerk II, Account Clerk III, Accounting Technician, Accounting Supervisor, Administrative Clerk I, II, III, IV, Supervising Admin/Account Clerk I and II, Clerical Division Supervisor, Legal Clerk I, II, III, IV, Supervising Legal Clerk I and II, Paralegal I, II, III and Administrative Secretary, shall receive four 2.7% salary adjustments effective the start of the first full pay period on or after the following dates: April 1, 2002, April 1, 2003, April 1, 2004 and April 1, 2005.
- The classifications of Staff Services Technician, Staff Services Analyst, and Staff Services Coordinator shall receive four 2.4% salary adjustments effective the start of the first full pay period on or after the following dates: April 1, 2002, April 1, 2003, April 1, 2004 and April 1, 2005.
- The classifications of Appraiser I, II, III, Senior Appraiser, Supervising Appraiser, Auditor-Appraiser I, II, III, Senior Auditor Appraiser, Supervising Auditor Appraiser, Assistant Planner, Associate Planner, Road Maintenance Worker I, II, III, Senior Road Maintenance Worker, Road Supervisor, Landfill Equipment Operator I, II, III, Landfill Leadworker, Bridge Repairer, Park Maintenance Worker I, II, III, Parks Supervisor, and Regional Parks Supervisor shall receive two 2% salary adjustments

effective the start of the first full pay period on or after the following dates: April 1, 2004 and April 1, 2005.

- The classification of Senior Group Supervisor shall receive three 1% adjustments effective the start of the first full pay period on or after the following dates: April 1, 2002, April 1, 2004 and April 1, 2005.
- The classification of Associate Civil Engineer shall receive a 1.1% salary increase effective the start of the first full pay period on or after April 1, 2004.
- The classifications of Buyer and Senior Buyer shall receive a 1% salary adjustment effective the start of the first full pay period on or after April 1, 2004.
- The classification of Librarian III shall receive approximately 6% salary adjustment sufficient to maintain the 10% spread between this classification and that of Librarian II effective the start of the first pay period after January 1, 2002.
- Effective the start of the first full pay period after January 1, 2002 the classification of Senior Road Maintenance Worker shall receive .49 cent per hour salary adjustment to maintain equity with the Landfill Leadworker classification.

C. Senior Group Supervisor Standards and Training for Corrections (STC) Pay

The classification of Senior Group Supervisor shall receive a 3% base pay salary adjustment effective the start of the first full pay period after Board approval of the agreement in recognition of possession of the STC certificate. The parties agree that the 3% STC additional compensation for Group Supervisor IIIs will be considered when determining the 10% minimum salary differential between this class and that of Senior Group Supervisor.

D. Bilingual Pay

Bilingual pay shall increase from forty-eight cents (\$.48) to sixty-nine cents (\$.69) per hour effective the start of the first full pay period on or after January 1, 2002.

E. On-call Pay

Effective the start of the first full pay period on or after January 1, 2002 the weekly/daily rate of on-call pay shall increase from \$250 week/\$35.71 daily to \$301 a week or \$43 daily. The hourly rate of \$3.75 shall increase to \$4.00 per hour effective on the same date.

F. Building Inspector Certificate Pay

Effective the start of the first pay period on or after January 1, 2002 employees in the classifications of Building Inspector I, II and III shall receive 2% certificate pay for each certificate received, with a maximum of three. The three certificates are: 1) Combination Inspector, 2) Plan Check Examiner, 3) Accessibility/Useability Inspector. Employees receiving this pay agree to utilize their certification as part of their work. Employees

must receive the Combination Inspector Certificate before they are eligible to receive the additional compensation.

G. Plan Check Engineer – Engineer Registration

Effective the start of the first pay period on or after January 1, 2002 any employee in the classification Plan Check Engineer who successfully obtains registration by the State of California as Professional Engineers shall receive 5% additional compensation.

H. Storekeeper II ASE Certificate Pay

The classification of Storekeeper II assigned to Fleet Services shall receive 5% additional compensation for receipt of three valid certificates of competency granted by the National Institute for Automotive Service Excellence (ASE) effective the start of the first pay period on or after January 1, 2002.

3. Retirement

- A. Safety members of the bargaining unit shall be eligible upon retirement for three percent (3%) of their base salary at age fifty (50), based on the single highest year salary, to be implemented on March 1, 2002, but no later than July 1, 2002.
- B. 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 March 1, 2002, but no later than July 1, 2002.

4. Uniform Allowance

- A. Senior 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.
- B. Effective _____ the County shall provide a voucher uniform allowance in the amount of \$780.00 annually each July 1 for the classifications of Animal Services Operations Supervisor. Newly hired 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.

C. Graffiti Abatement Program

The Probation Department will continue to provide appropriate uniforms that are required by the County.

5. Labor/Management Committee

To foster their ongoing relationship, the parties agree to establish a Labor/Management Committee and agree to use Committee meetings as a forum where items of interest may be discussed. The Committee shall meet quarterly and at other times as needed. Committee

membership shall consist of no more than four representatives selected by the County, including at least one member of senior management and no more than four representatives selected by the Union. Other persons may be invited with the approval of the parties.

The Union will call the first meeting of the Labor/Management Committee within 45 days of the date this agreement is approved by the Board of Supervisors. At the first meeting, rules shall be established regarding the Chair, agenda development, agenda distribution, minutes, establishing regular meeting dates, etc.

Nothing in this section precludes other communications in other forums between the Union and the County.

A committee will be established to review case assignments for Family Services Specialists at both the Community Services Agency and the Department of Employment and Training.

6. Salary Upon Voluntary Demotion

Effective January 1, 2002 add to current MOU section 29, F "Salary During Probation Period Release" to include voluntary demotions. Further modify this section to adjust the salary review date from the equivalent number of months to the equivalent number of calendar days.

7. Stipend Program

The parties agree to define and list criteria to include additional SCEA represented classifications and departments for hard to recruit classifications.

8. Sheriff's Department Food Service Workers and Custodial Cooks

A study of the job titles and assignments of the Food Service Workers and Custodial Cooks, including current uniform requirements and compensation will be completed with a target completion date of July 1, 2002. The County and the Union will meet to discuss the study results upon completion.

9. Sheriff's Department – Legal Clerk Assignment Pay

The Sheriff will designate a number of specialized assignments in the Records and ID Division to receive up to an additional 5% Project/Assignment Pay. Such assignment pay shall be approved by the Sheriff based on the unique requirements of the position to include specialized training and job knowledge required to perform the work. The additional project pay may be reassigned to individuals performing the work based on the needs of the department and skill level of the individual.

10. Parks Department – Park Maintenance Worker Assignment Pay

The Director of Parks will designate a number of specialized assignments to receive Project Pay of up to 5%. These assignments will initially include: Waste Water Treatment Plan Operator Grade 1, Water Treatment Plan Operator, Back-flow Prevention Device Tester, Playground Equipment Safety Inspector and Arborist.

11. Vacation Changes

- Language will be included in the contract that recognizes the fact that department heads may elect to change vacation time to sick leave upon the request of the employee, if the employee was sick during a pre-approved vacation.
- Effective after Board approval of the agreement vacation accrual while on an unpaid leave of absence will be extended on a day-for day basis for all unpaid time exceeding 15 calendar days. For example, if an employee was in an unpaid status for 16 days, his or her date for increased vacation accruals would be extended by one day.

12. Out-of-Class Assignments

- The parties agreed that time spent in an out-of-class assignment may count toward the probation period if the employee is promoted to that position, provided the employee had performed the higher class work within the last twelve months and the employee received a written evaluation from the supervisor that the work had been done satisfactorily. In no event, however, shall an employee serve less than a six month probationary period.
- Language will be included in the contract that encourages management to post for at least five working days its intention to fill a position with an out-of-class assignment to determine the interest employees may have in assuming the higher level duties.
- After Board approval of the agreement, a vacant position may not be filled by an out-of-class assignment for more than one year, unless the department is making a good faith effort to fill the position with a qualified applicant.

13. Reinstatement

An employee can transfer to a previously held regular full-time position in either a higher or lower classification within one year, with department head approval.

14. Call Back

Language will be included in the contract that defines a call back situation. Specifically if an employee is at home and ordered to return to work then this reflects a call back to work and the minimum two hours of call back pay at time and one half will be compensated.

15. Overtime

In the limited circumstance that employees are ordered to work overtime as a result of a Stanislaus County Office of Emergency Services declared emergency, then any vacation time taken in the work week shall be counted as time worked in the overtime calculation.

16. Use of Electronic Equipment

The Union may distribute information countywide or department wide through the County email/facsimile system to union members only (as opposed to All GroupWise users). Such material, which must be informational in nature, will be presented in advance to the Director of Personnel (County Chief Executive Officer) or designee or department head or designees as appropriate. Employees may choose to be deleted from any Union information list.

When feasible and where electronic equipment is currently available, employees, Union staff, stewards and/or officers may utilize electronic mail and /or facsimile equipment for contract enforcement and interpretation, and grievance processing matters. Transmissions will be primarily to expedite communication regarding such matters. Such use shall be reasonable and shall not interfere with the employee's duties or otherwise negatively impact County operations. While recognizing the provisions of MOU Section 11, Subsection K "Job Stewards and Negotiators", employees utilizing email/FAX for these purposes are encouraged to do so during rest periods and lunch breaks.

The Union will pay setup or installation costs associated with the use of the County's email system and long distance FAX charges. Such costs shall be calculated as if the Union were a County user department. Long distance charges that may be incurred must be approved by management prior to transmission. Any such charges are due thirty (30) days after the County submits the charges to the union.

The parties acknowledge that email/FAX correspondence is not privileged or confidential and may be subject to review by management at any time. In addition materials sent through the county's e-mail or fax systems may be discoverable under the Public Records act. Nothing in this policy is intended to replace, supercede or contradict existing County policy. The limited use of electronic equipment as defined herein is deemed to facilitate County business through enhanced communication. Misuse of the e-mail/fax systems by county employees is grounds for discipline up to an including termination.

Violations of the provisions of this section may result in the elimination of email/facsimile privileges for specific employees and/or the Union. This agreement may be cancelled by either party with sixty (60) days written notice to the other party.

17. Licensed Vocational Nurse III Job Classification

The Union and the Health Services Agency agree to work as a team to review the job classification of Licensed Vocational Nurse III and to revise the job descriptions for this classification. The teams will consist of up to three AFSCME Local 10 members and up to three

management employees. Completion target date for revised job descriptions will be January 2002.

18. Sideletters to the Agreement

A. Sideletter Concerning the Drug Free Work Place Policy

All orders from department heads or their designee must be given to the employee in writing prior to the employee's submission of a drug or alcohol test.

B. Social Worker Supervisor Classification Study

The County and the Union agree that the classification of Social Worker Supervisor I and II will be included in the equity study to be performed by the County on the Social Worker series.

C. Establishment of Second Shift for Morgan Road

19. Mid-Management/Supervisory Bargaining Unit 10% Spread

The parties agree that the minimum 10% spread between supervisor and subordinate contained in the current labor agreement only applies to classifications in the Mid-Management/Supervisory Bargaining Unit. The parties further agree that when determining the minimum 10% spread it shall be based upon a comparison of salaries paid at step 5 between the two classifications in question.

20. Agency Shop

Based upon the October 29, 2001 vote of all members, an Agency Shop provision shall be implemented for the Mid-Management/Supervisory; Crafts/Maintenance/Institutional and Technical Services Bargaining Units shall be implemented. Agency Shop, as a term and condition of employment, employees in that bargaining unit must either:

- a. join the Union and pay union dues (currently \$12.30 per pay period); or
- b. pay a union service fee to the Union (generally 80 to 90% of full dues); or
- c. direct an amount equal to current union dues to a charitable organization in lieu of the Union. This will be the United Way and any of its associated organizations.

During the month of June each year, employees may elect to change their Union membership to either payment of the service fee to the Union or direct an amount equal to their union dues to the United Way, or if so designated another charitable organization. Employees may join the Union any time during the year in lieu of paying the service fee or charitable contribution.

EMPLOYEES ASKING FOR YES VOTE ON ITEM B-2

Lucy Soto	CSA	Bonita Allan - Auditor
Dana Benton	DET	Carolyn Davila - Probation
Barbara Aja	CSA	Denise Zamora - Probation
Sylvia Cockrell		Virginia Maxwell - CSA
Sylvia Palacirs		David Gomez - PW Roads/Bridges
Cathy Setterlee	CSA	Roger Cole - PW Roads/Bridges
Linda Chavez	CSA	
Kathie Reed	CSA	
Kathryn Fost	CSA	
Maria DeAnda	DET	
Fay Adams	DET	
Laura Katt	CSA	
Lorna Trujillo	CSA	
Louis Osip	CSA	
Tracey Demond	CSA	
Howard Mallory	DET	
Jeff Chilton	PW	
Mary Leighton	CSA	
Jennifer Krauss	CSA	
Jennifer Page	CSA	
Debbie Ybanes	CSA	
Tryna Pocaroba	CSA	
Ida Austin	CSA	
Leo Horne	CSA	
Ron Murphy	CSA	
Alice Kelly	CSA	
Lori Whitehead	CSA	
Premjeet Shergill	CSA	
Donna Pangelina	CSA	
Karen Lee	Assessor's	
Tammy May	Probation	
Rolinda Taylor		
Delores Nemanic		
Sharon Davis	Auditor	
Terry Rubalcava	Auditor	
Linda Bradley	Probation	
Forrest Bryant	Treasury	
Belinda Montalvo	Probation	
Mark Genest	Auditor	
Carol Dean	DET	
Neena Layton	Auditor	
May Arabou	Probation	
Janice Reinking	Assessor	
Darlene Turner	CSA	
Janet Holbrook	CSA	
Juanita Camp	Probation	
Vangie Santos	Auditor	
Lorena Balderas	Probation	

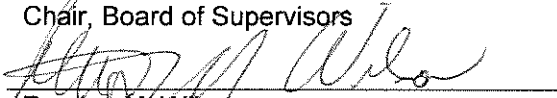
**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF STANISLAUS
AND THE STANISLAUS COUNTY EMPLOYEES' ASSOCIATION, AFSCME LOCAL #10
REPRESENTING THE MID-MANAGEMENT/SUPERVISORY BARGAINING UNIT TECHNICAL
SERVICES BARGAINING UNIT CRAFTS/MAINTENANCE/INSTITUTIONAL BARGAINING UNIT
OFFICE WORKER/CLERICAL BARGAINING 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 SCEA, AFSCME Local #10, having met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

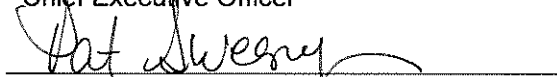
FOR THE COUNTY:



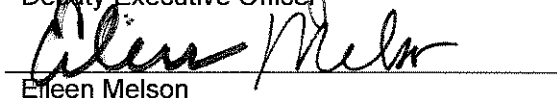
Pat Paul
Chair, Board of Supervisors



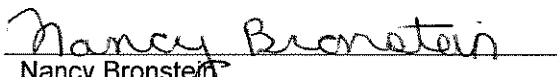
Reagan M. Wilson
Chief Executive Officer



Pat Sweeny
Deputy Executive Officer



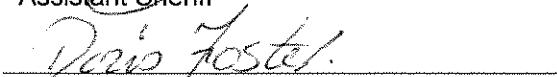
Eileen Melson
Senior Management Consultant



Nancy Bronstein
Human Resource Manager



Zane Clark
Assistant Sheriff



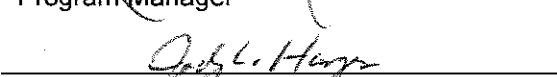
Doris Foster
Assistant Management Consultant



Ron Grider
Public Works Manager



Ramona Harris
Program Manager



Jody Hayes
Human Resource Manager

FOR THE UNION:



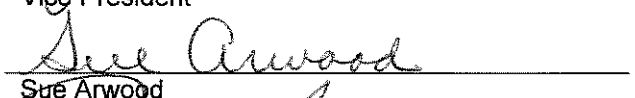
Charles E. Carlson
Business Agent



Debbie Hiebert
President



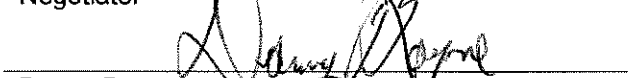
Jennie Santillan
Vice President



Sue Arwood
Negotiator



Randy Avants
Negotiator



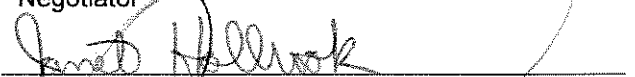
Danny Bayne
Negotiator




Dottie Elder
Negotiator



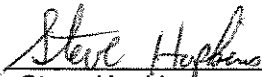
David Gomez
Negotiator



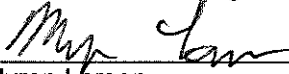
Janet Holbrook
Negotiator



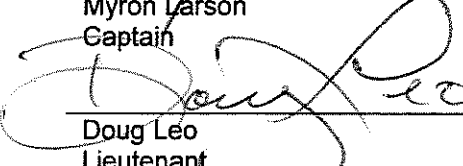
Dan Kavarian
Negotiator




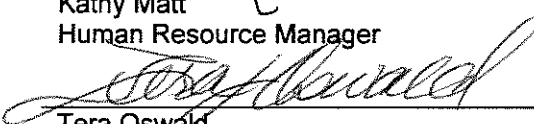
Steve Hopkins
Administrative Manager

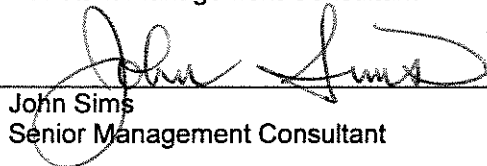


Myron Larson
Captain


Doug Leo
Lieutenant


Kathy Matt
Human Resource Manager


Tera Oswald
Assistant Management Consultant


John Sims
Senior Management Consultant


Karen Lee
Negotiator


Kathi Reed
Negotiator


Darren Teeples
Negotiator


Phyllis Voorhees
Negotiator

DATE SIGNED: September 5, 2002

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ATTACHMENTS

Attachment A—Represented Classifications as of July 11, 2002

Attachment B—Health Insurance Agreement between Stanislaus County and All Employee Organizations for the Period of January 1, 2002 through December 31, 2005

Attachment C—February 12, 2002, Enhanced Retirement Benefits Agreement between Stanislaus County and All Employee Organizations

SIDELETTERS

Attachment D—Drug Free Work Place Policy

Attachment E—Social Worker Supervisor Classification Study

Attachment F—Evening Shift Assignment for Morgan Road Dated October 3, 2001

SUBJECT INDEX

1. SCOPE OF BARGAINING UNITS REPRESENTED

The parties agree that the Stanislaus County Employees Association (SCEA), American Federation of State, County and Municipal Employees (AFSCME Local #10) (hereinafter referred to as Union) is the formally recognized representative of full-time, regular and probationary employees in the classifications comprising the Mid-Management/Supervisory Bargaining Unit, the Technical Services Bargaining Unit, the Crafts/Maintenance/Institutional Bargaining Unit and the Office Worker/Clerical Bargaining Unit. (Please refer to Attachment A for all classifications as of July 11, 2002 represented, by Bargaining Unit.) (Section 1, Page 1, 2-29-88)

The Union represents all regular part-time employees working a minimum of twenty-two (22) hours per week and occupying a budgeted position, who are in the above mentioned bargaining units. The Union agrees that no extra help positions are represented. (Section 1, Page 1, 2-29-88)

2. TERM OF THE AGREEMENT

The agreement shall remain in full force and effect for the period commencing on June 1, 2001 and ending midnight, May 31, 2005. The parties may agree to extend the term of this agreement while meeting and conferring is in progress over renewal of the agreement. (Section 1, Page 1, 4-12-91, Amended Section 1, Page 1, 5-24-95, Amended Section 1, Page 1, 10-12-01)

3. AMERICANS WITH DISABILITIES ACT (ADA)

The County and the Union acknowledge and agree that the ADA may require modification of County policy or MOU provisions in order to provide reasonable accommodation to individuals protected under the Act on a case by case basis. The County and the Union agree to meet and confer if the accommodation will require some modification of the MOU or County policy which affects any term or condition of employment or is 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. (Section 10, Page 4, 5-25-93)

4. 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.

Prior to invoking the automatic resignation provisions of the MOU, the Department shall serve upon the employee a letter of intent. In the event the employee claims his or her voluntary resignation was by reason of mistake, fraud, duress, undue influence, or that for any other reason it was not his or her free and voluntary act, he or she may submit a written petition to the Department Head to set aside his or her resignation within seven (7) days service of the letter.

Upon receipt of the petition, the Department Head shall schedule an informal hearing at which the employee may present statements by him/herself, written statements of any witness(es), and other documentary material. He or she may be represented by another individual in presenting this response. The Department Head shall fairly and impartially consider the employee's response, and shall thereafter (1) invoke the automatic resignation, or (2) revoke the intended automatic resignation.

In the event the Department Head determines to invoke the automatic resignation, or the employee has not submitted a petition to set aside resignation to the Department Head, the employee shall be served notice that the Department has invoked the automatic resignation and the effective date of that resignation. The employee acted against may, within seven (7) days service of this notice, appeal the action of the Department Head. An appeal shall be in writing, shall be filed with the Chief Executive Officer, and shall set forth the reason(s) for the appeal.

Within a reasonable time of the filing of the appeal, a hearing shall be held before the chair of the disciplinary proceedings hearing board. All parties shall be notified of said hearing.

If the employee fails to appeal within the time specified, or subsequently withdraws the appeal, the action taken by the Department Head shall be final.

The parties agree that no other changes to the automatic resignation section of the MOU shall be made during the term of this Agreement absent mutual consent. (Section 4, Subsection D, Page 5, 11-3-83)

5. BILINGUAL POSITION DESIGNATION

The County agrees that certain positions which require bilingual skills will be designated as set forth in this paragraph and compensated at the rate of forty-eight cents (\$0.48) per hour above base pay. Effective January 1, 2002, bilingual pay shall increase to sixty-nine cents (\$0.69) per hour. (Section 13, Page 7, 4-1.2-91, Amended Section 2, Subsection D, Page 2, 10-12-01)

Positions will be designated upon the request of the appointing authority with the concurring approval of the Director of Personnel. (Amended Section 9, Page 3,

5-25-93) Bilingual proficiency will be determined by the County Personnel Department. In the event of an emergency persons certified and receiving bilingual compensation may be subject to a seven day period of on-call status to serve as interpreters without additional compensation unless called back to work. The parties agree that designation of such positions shall not be subject to the grievance procedure. Members of the bargaining unit who possess bilingual skills agree to continue rendering needed interpretation services whether or not they occupy a position which is designated for bilingual pay. (Section 4, Subsection E, page 6, 11-3-83)

If there is an adverse impact on workload, the affected employee can utilize the complaint procedure.

Employees utilizing sign language may be eligible for bilingual pay designation. (Amended Section 8, Page 3, 5-25-93)

6. **BINDING ARBITRATION BY AN OUTSIDE ARBITRATOR IN LIEU OF SECTION 3.28.060 "HEARING BOARD AND HEARING OFFICER" OF THE STANISLAUS COUNTY CODE**

A. **Submission of the Disciplinary Appeal to the Hearing Board or Hearing Officer**

The parties agree that the employee and the Union 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 officer" 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 by the Union or seeks representation outside of the Union.

B. **Submission of the Disciplinary Appeal to Binding Arbitration**

1. **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 Union, 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.

2. Selection of Arbitrator - If the Union 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 Union. 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.

3. 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.

4. 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.
5. 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."
6. 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, the Director of Personnel, and the Union. 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 personnel history file. The decision of the arbitrator shall be final and binding on both parties.

7. Non-Union 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.

7. CONTINUING PRIOR POLICIES

The parties agree that prior policies not changed by this MOU, shall remain in effect unless amended by the provisions of this agreement. Such policies may be amended pursuant to meet and confer as per Government Code Section 3500, et. seq. (Section 33, Page 19, 2-29-88)

8. DEPARTMENT PROBATION

The parties agree that when employees demote in the same classification series or transfer between departments in the same classification, they may be required to serve a new probationary period as a condition of the transfer or demotion. The procedure agreed upon is as follows:

- The probation period will be for six (6) months.
- The anniversary date and step increases will be granted in accordance with existing policy as stated in section 3.24.030 of the Stanislaus County Code.
- The appointing authority will provide a written statement for the employee's personal history folder maintained in the Personnel Department in the event that the incumbent does not successfully complete the probationary period pursuant to section 3.16.090-G of the Stanislaus County Code.
- The County agrees to term the new probationary period "Department Probation." (Addendum to MOU 2-19-87)

9. EDUCATION/CERTIFICATE/LICENSE/REGISTRATION PAY

A. Education/Training

The County is committed to providing continuous educational and training opportunities for all employees. It is the intent of this agreement to encourage individuals to take advantage of these opportunities. To further this commitment the County agrees to do the following:

- Allow employees, with approval of supervisor, to attend training courses offered by the County for the purpose of personal growth and development.
- Establish a County-wide database to track training, education/certification needs, license/certification renewals, etc.
- To the greatest degree possible, utilize in-house expertise and customize content to local conditions for required training, and bring in certified trainers. Monetary savings will be used to provide specialized training on a departmental need basis.
- Offer all County-provided courses to all employees, for example; "Basic Supervision", and "Discipline and Liability".

- Encourage each department to draft and post a clearly defined strategic plan detailing the department's vision and direction for the future. This is to allow employees to formulate their own personal development plans, and to enable employees to anticipate their department's needs so they may better prepare for the future.
- Provide course and tuition reimbursements subject to the requirements of the Educational Reimbursement Resolution contained in Section IX of the Stanislaus County Personnel Policies.

B. Continuing Education for LVN's

Licensed Vocational Nurses shall receive twenty-four (24) hours of continuing education leave every two (2) years. This paid leave shall be utilized to pursue education needed to maintain the LVN license. (Section 17, Subsection A, Page 14, 2-29-88 amended by Section 23, Page 11, 4-12-91)

C. Educational Reimbursement for LVN's and NA's

Nursing Attendants and LVN's who are enrolled in an accepted program to obtain an LVN or RN License will be reimbursed for tuition and books upon successful completion of the semester. Nursing Attendants and LVN's taking advantage of this program who receive their license and are promoted to LVN or RN shall continue to work for the County for two (2) years from the date of the promotion. Those terminating employment prior to the completion of two (2) years will return the money paid by the County under this provision on a pro-rated basis determined by the length of employment after promotion. (Section 17, Subsection B, Page 14, 2-29-88)

D. Stipend Program

The parties agree to extend the existing stipend program to all members of the four SCEA, AFSCME Local 10 bargaining units. Classifications designated for participation in the program shall be hard to recruit for classifications or assignments as recommended by the Department Head and approved by the Director of Personnel, with final approval granted by the Board of Supervisors. (Section 7, Page 4, 10-12-01)

E. License/Registration Fees

The County agrees to reimburse Building Inspectors, LVN's, Pharmacy Technicians, Radiologic Technologists, Sanitarians and Engineers for fees required to renew State required license certification. Fees associated with initial certification will not be covered. Payment shall be made upon

submission of a blue claim and attachment of a receipt evidencing payment of the fee by the employee. (Section 14, Subsection E, Page 15, 11-3-83, Amended by Section 17, Page 9, 4-12-91)

F. Engineer Registration Compensation

Senior Engineering Technicians and Assistant Civil Engineers who successfully obtain registration in the State of California as professional engineers shall receive an amount of additional compensation equal to five percent (5%) for maintaining such registration. Effective the start of the first pay period on or after January 1, 2002 any employee in the classification of Plan Check Engineer who successfully obtains registration by the State of California as a Professional Engineer shall receive 5% additional compensation. (Section 7, Page 2, 3-14-86, Amended Section 2, Subsection G, Page 3, 10-12-01)

G. Certificate Pay

The classifications of Accountant I/II/III, Internal Auditor I/II, Auditor-Appraiser I/II/III, Senior Auditor Appraiser and Supervising Auditor-Appraiser shall be eligible to receive additional compensation of five percent (5%) for possession of a CPA certificate. (Section 21, Page 7, 4-25-89)

Employees in the classifications of Heavy Equipment Maintenance Supervisor, Lead Equipment Mechanic, Heavy Equipment Mechanic, Equipment Mechanic and Equipment Service Technician may be paid an additional five percent (5%) when they possess at least three (3) valid certificates of competency granted by the National Institute for Automotive Service Excellence (ASE). The classification of Storekeeper II assigned to Fleet Services shall receive 5% additional compensation for receipt of three valid certificates of competency granted by the National Institute for Automotive Service Excellence (ASE) effective the start of the first pay period on or after January 1, 2002. (Amended Section 2, Subsection H, Page 3, 10-12-01)

H. Building Inspector Certificate Pay

Effective the start of the first pay period on or after January 1, 2002 employees in the classifications of Building Inspector I, II and III shall receive 2% certificate pay for each certificate received, with a maximum of three. The three certificates are: 1) Combination Inspector, 2) Plan Check Examiner, 3) Accessibility/Usability Inspector. Employees receiving this pay agree to utilize their certification as part of their work. Employees must receive the Combination Inspector certificate before they are eligible

to receive the additional compensation. (Section 2, Subsection F, Page 3, 10-12-01)

10. ELECTION DIVISION - MEALS

The County agrees that it will provide employees assigned to the Elections Division of the County Clerk-Recorder's Office a meal catered by the Stanislaus Medical Center Dietary Department. This meal shall be provided only on the occasion of Countywide elections, and when working conditions do not make it possible for the employees to leave the assigned work site for the purpose of a meal break after normal working hours. (Section 22, Page 10, 4-12-91)

11. EMPLOYER-EMPLOYEE RELATIONS MATTERS

A. Access to Official Personnel Files

The parties agree that the County Chief Executive Office policy, as found in Section 3 of the County Personnel Policies, on access by an employee to the contents of his or her official personnel file maintained by the Chief Executive Office will continue. That policy provides that upon request, an employee may review the contents of his or her official file and be provided with a copy of any materials in that file. With the written consent of the employee, a designated representative of the employee may review the contents of the file. (Section 3, Subsection L, Page 4, 11-3-83)

B. Access to Department Personnel Files

With a minimum of three (3) working days notice, an employee may review the contents of his or her department personnel file and be provided with a copy of any materials in that file. An employee may also respond to any adverse material contained in that file. With the written consent of the employee, a designated representative of the employee may review the contents of the file.

The intent of the three (3) day notice requirement is to allow departments to review the personnel file to ensure only appropriate documents are contained therein, and that inappropriate documents are permanently removed and placed in the correct location, if any.

C. Adverse Material

No adverse material may be placed in an employee's official personnel file, maintained in the Chief Executive Office, unless such material is first discussed with the employee. The employee must be informed that the material will be placed in their personnel file. The employee shall be given

an opportunity to sign the document acknowledging receipt, and then given a copy of the document. If the employee is not available, a copy of the material must be sent certified mail to the employee's home. Employees may submit rebuttals to such adverse documents and said rebuttals shall be placed in the official file.

D. Access to Work Sites

Authorized paid Union representatives will be given access to work locations during working hours for the purpose of observing working conditions, investigating and processing grievances and posting materials on authorized bulletin boards. The Union agrees that such access will not cause undue interference with operations of any of the departments, facilities, or activities of County government. Prior to such access, Union representatives agree to secure the authorization of the affected Department Head, or the Department Head's designee. (Section 3, Subsection J, Page 3, 11-3-83)

E. Bargaining Unit Lists

The parties agree that the County will provide Union bargaining unit lists (excelsior lists) showing members of the bargaining unit by department and classification. These lists shall be provided on a quarterly basis. (Section 15, Subsection A, Page 7, 4-12-91)

The Union agrees to take all due precautions to insure that the information on the list will not be used for purposes other than Union representation of its bargaining unit and will not be used in any manner so as to harm the confidentiality or right of privacy of members of the bargaining unit. The Union agrees to indemnify, defend and hold harmless Stanislaus County, its employees and agents against damages or claim of whatever nature arising out of SCEA, AFSCME Local #10's control and use of bargaining unit lists. (Section 3, Subsection F, Page 2, 11-3-83)

F. Best Efforts in Contract Administration

The parties agree to mutually utilize their best efforts in the administration of this agreement. Best efforts shall mean expeditiously meeting together, communicating with employees and Department Heads and taking other such actions for the purpose of minimizing disputes arising over administration of these provisions. (Section 3, Subsection H, Page 3, 11-3-83)

Prior to the utilization of the impasse procedures as specified in the Stanislaus County Code Section 3.68.330, the Interest Based

Negotiations process may be mutually agreed upon to resolve outstanding issues.

G. Bulletin Boards

The parties agree that the County will permit use by the Union of existing employee bulletin boards or permit space acquisition of bulletin boards by the Union in employee areas for the purpose of posting Union information. (Section 3, Subsection C, Page 1, 11-3-83)

H. Contracting Out Services

The County will notify the Union of its intent to contract or subcontract work customarily performed by members of the AFSCME bargaining units where such contracting or subcontracting would result in loss or potential loss through attrition or layoff of such bargaining unit members. The notice shall include an explanation of the County's reason(s) for proposing such contracting/subcontracting. The Union shall be given the opportunity to meet with the County to discuss the effect of the proposed action upon its members and, upon request, to propose alternative ways in which such services could continue to be provided by the County's own employees. The County shall allow the Union forty-five (45) calendar days in which to make such proposals.

I. 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 within the various departments; to hire, promote, suspend, demote, discharge, reprimand, and evaluate employees; to relieve employees from duty due to lack of work or other legitimate reasons set forth in the County reduction-in-force policy; to change or eliminate existing methods, equipment or facilities in order to maintain or increase the efficiency of governmental operations; and to exercise complete control and discretion over its organization and the technology of performing its work. Nothing contained herein shall be construed to preclude meeting and conferring between employer and employee regarding the practical consequences that decisions on these matters may have on wages, hours, and terms and conditions of employment. (Section 3, Subsection I, Page 3, 11-3-83)

J. Dues Deduction/Organizational Security/Agency Shop

The County shall deduct Union dues and other authorized deductions from members' paychecks using an appropriate authorization form, and will forward said deductions to the Union within 10 days following each payday. The Union shall also receive a report showing dues paying members listed alphabetically including classification, department, bargaining unit, and an itemization of the monies deducted. (Amended Section 5, Page 1 & 2, 10-11-94)

The Union 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 said deductions or use of the deduction report. (Section 3, Subsection B, Page 1, 11-3-83) Employees covered by this memorandum may authorize an additional amount to be deducted from their pay which will be included in the Union dues for PEOPLE (a Political Action Committee). (Section 5, Subsection A through D, Page 6, 2-29-88, amended by Section 7, Subsection A through D, Page 3, 4-25-89)

All employees who voluntarily elect to become dues paying members of the Union, through biweekly payroll deduction or annual lump-sum payment, shall continue to be members and pay dues except under the following conditions:

- During the calendar month of June, or at any time the MOU is not in effect, a member may withdraw from the Union by submitting a signed Local #10 withdrawal form to the Union. The approved withdrawal form is available only at the Union office.
- The Union will submit said withdrawal forms to the Auditor-Controller not later than the last working day of June. For dues to be discontinued, the Auditor-Controller must receive and date stamp the withdrawal form between June 1 and June 30.
- The County shall assume no liability for withdrawal forms which the employee contends he or she was unable to obtain from the Union, or for withdrawal forms not received during June and therefore not acted upon. Such occurrences shall not be subject to the grievance procedure.
- Dues deduction will be discontinued starting with the first full pay period beginning after June 30, as determined by the Auditor-Controller.

Based upon the October 29, 2001 vote of all members, an Agency Shop provision is implemented for the Mid-Management/Supervisory, Crafts/Maintenance/Institutional and Technical Services Bargaining Units.

Employees employed in a classification assigned to one of these three bargaining units must either:

1. Join the Union and pay union dues;
2. Pay a union service fee to the Union;
Direct an amount equal to current union dues to a charitable organization in lieu of Union. This will be the United Way and any of its associated organizations.

During the month of June each year, as provided in Section 11, J, herein, employees may elect to change their Union membership to either payment of the service fee to the Union or direct an amount equal to their union dues to the United Way, or if so designated another charitable organization. Employees may join the Union any time during the year in lieu of paying the service fee or charitable contribution.

Members of the Union who transfer to a bargaining unit not represented by Local #10 shall have their dues deduction discontinued starting with the first full pay period following the effective date of the transfer.

The Union shall hold harmless the County and its officers and employees, including but not limited to the Auditor-Controller, for following the provisions of this section. (Section 5, Subsection A through D, Page 6, 2-29-88, amended by Section 7, Subsection A through D, Page 3, 4-25-89)

K. Job Stewards and Negotiators

The parties agree that the County's past policy concerning time off for Union job stewards shall continue under this MOU and that a reasonable number of Union designated negotiators will be permitted reasonable time off, with prior Department Head approval, when meeting and conferring with the County is underway. (Section 3, Subsection A, Page 1, 11-3-83)

One job steward in each department, selected by the Union will be permitted reasonable time off, with prior Department Head approval, to assist in the investigation of any alleged MOU violations or grievances in the department. In the Community Services Agency and at the Health Services Agency clinics, no more than four (4) job stewards, one representing each bargaining unit, will be permitted to request time off under this provision. The Union will supply a list of job stewards to the Director of Personnel within (30) days of the date of signing of this agreement and keep it current thereafter. (Section 14, Page 4, 3-14-86)

The parties agree that well-trained job stewards are essential to resolving workplace issues and help to foster cooperative labor-management relations. Therefore, the parties further agree to the following:

- Job Stewards shall be allowed two (2) hours of County-paid release time bi-monthly to attend job steward training.
- Job Stewards shall also be allowed County-paid release time to attend one annual four (4) hour training which may be sponsored by the Union or its affiliates.
- Release time for the above training refers to time taken off during the employee's regularly scheduled work hours and shall not result in the payment of overtime.
- The Chief Executive Officer may send no more than two (2) management personnel to attend each bi-monthly training session. To the extent practicable, the County will give prior notice to the Union of who it intends to send.

The above training shall focus on job steward issues and not internal Union business.

L. Memos/Documents

The County agrees that a copy of all memos or documents which are sent to employees regarding wages, hours or conditions of employment shall be made available to the Union. A good faith effort will be made to provide a copy of these memos or documents to the Union. Job descriptions and revisions to descriptions are considered a part of this provision. (Section 3, Subsection K, Page 3, 2-29-88)

M. New Employee Orientation

When new employee orientations are conducted by the Chief Executive Office, the Union shall be notified of the sessions and allowed to make a presentation, answer questions, and provide literature to new employees regarding Union membership. (Section 6, Page 3, 4-25-89)

The County and/or its departments will make their best efforts to give new employees Union information packets, supplied by the Union. (Section 15, Subsection B, Page 7, 4-12-91, Revised Section 12, Page 5, 5-25-93)

N. 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 and in compliance with Federal and State laws. The parties agree to recognize, respect, and support the County's commitment to nondiscrimination in employment as set forth in the County's Equal Rights Program. The Union agrees to encourage its members to assist in the implementation of that program.

The Union agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining units 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 Federal and State laws. The County acknowledges and agrees that it shall not discriminate or take adverse action against employees because they are members of the Union, participate in lawful Union activities or exercise their right to Union representation. (Section 3, Subsection D, Page 2, 11-3-83; revised by Section 15, Subsection C, Page 7, 4-12-91; Revised by Section 2, Page 1, 5-25-93)

O. No Strike

The Union acknowledges that strikes, slow-downs, sick-outs, and other job actions which disrupt work may be detrimental to the interest of the citizens of Stanislaus County and may violate County ordinances. The Union agrees, in consideration of the terms and conditions of this MOU herein set forth, that it will not participate in, condone, or encourage such actions during the term of this agreement. (Section 3, Subsection G, Page 2, 11-3-83)

P. Paychecks

The County will instruct departments to maintain confidentiality of paycheck information. The County further agrees that delivery of paychecks or pay stubs will be made by placing them in sealed envelopes before delivery to the employees. (Section 3, Subsection 0, Page 4, 2-29-88)

Q. Representation Rights

The County agrees that employees have the right to have a Union representative or representative of his or her choice present at a meeting with his/her superiors held with a significant purpose to investigate facts to

support disciplinary action. The employee shall be informed of the right to representation before any such meeting shall proceed. (Section 3, Subsection P, Page 4, 2-29-88)

R. Safety

The County and Union agree that occupational health and safety are the mutual concern and commitment of the County, the Union 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.

The County agrees to provide direct notification to Union regarding safety issues and updated Safety Manual procedures affecting represented employees. The Union 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, the Union 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, the Union, 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.

S. Union Information

Four (4) times each fiscal year, the Union shall be allowed to distribute information through the County payroll distribution system. The material will be presented in advance to the Director of Personnel for informational purposes. (Section 3, Subsection S, Page 5, 2-29-88)

T. Recruitment

Due to the ongoing decentralization of the recruitment and selection process, the parties agree that the County will:

- Continue to educate departments involved in the decentralized recruitment process on employee selection policies and procedures as outlined in County ordinances or resolutions.
- Continue to provide ongoing training to interviewers and shop stewards on employee selection policies and procedures as outlined in County ordinances or resolutions.
- Continue regular auditing to determine how well departments are performing their recruitments which may include monitoring by personnel from outside the recruiting department, including the Chief Executive Office.
- Establish a post card exit survey system to obtain interviewee feedback and improve the interview process.

U. Labor Management Committee

To foster their ongoing relationship, the parties agree to establish a Labor/Management Committee and agree to use Committee meetings as a forum where items of interest may be discussed. The Committee shall meet quarterly and at other times as needed. Committee membership shall consist of no more than four representatives selected by the County, including at least one member of senior management and no more than four representatives selected by the Union. Other persons may be invited with the approval of the parties.

The Union will call the first meeting of the Labor/Management Committee within forty-five (45) days of the date this agreement is approved by the Board of Supervisors. At the first meeting, rules shall be established regarding the Chair, agenda development, agenda distribution, minutes, establishing regular meeting dates, etc.

Nothing in this section precludes other communications in other forums between the Union and the County.

A committee will be established to review case assignments for Family Services Specialists at both the Community Services Agency and the Department of Employment and Training. Other topics may include, but shall not be limited to:

- Catastrophic leave—all unions
- Change in job descriptions

- Medical termination/separation
- Parking
- Promotions—all unions
- Reinstatement—all unions
- Supervisor span of control
- Caseloads
- Filling Out of Class Assignments

V. Use of Equipment Electronic

The Union may distribute information countywide or department wide through the County email/facsimile system to union members only (as opposed to All GroupWise users). Such material, which must be informational in nature, will be presented in advance to the Director of Personnel (County Chief Executive Officer) or designee or department head or designees as appropriate. Employees may choose to be deleted from any Union information list.

When feasible and where electronic equipment is currently available, employees, Union staff, stewards and/or officers may utilize electronic mail and/or facsimile equipment for contract enforcement and interpretation, and grievance processing matters. Transmissions will be primarily to expedite communication regarding such matters. Such use shall be reasonable and shall not interfere with the employee's duties or otherwise negatively impact County operations. While recognizing the provisions of MOU Section 11, Subsection K "Job Stewards and Negotiators", employees utilizing email/FAX for these purposes are encouraged to do so during rest periods and lunch breaks.

The Union will pay setup or installation costs associated with the use of the County's email system and long distance FAX charges. Such costs shall be calculated as if the Union were a County user department. Long distance charges that may be incurred must be approved by management prior to transmission. Any such charges are due thirty (30) days after the County submits the charges to the union.

The parties acknowledge that email/FAX correspondence is not privileged or confidential and may be subject to review by management at any time. In addition materials sent through the County's email or fax systems may be discoverable under the Public Records Act. Nothing in this policy is intended to replace, supersede or contradict existing County policy. The limited use of electronic equipment as defined herein is deemed to facilitate County business through enhanced communication. Misuse of the e-mail/fax systems by County employees is grounds for discipline up to and including termination.

Violations of the provisions of this section may result in the elimination of e-mail/fax privileges for specific employees and/or the Union. This agreement may be cancelled by either party with sixty (60) days written notice to the other party.

12. EQUAL EMPLOYMENT OPPORTUNITY GRIEVANCE PROCEDURE

People have the right to expect that employment decisions in County service are made in accordance with equal employment opportunity principles. This applies to decisions about hiring, training, promotion, termination, transfer, discipline, reduction-in-force, or work assignments.

A specific formal approach is available for grievances or complaints alleging discrimination in employment to be exposed, investigated, and possibly resolved.

A. Within the County System

All employee organizations have agreed to the Equal Employment Opportunity Grievance Procedure which follows. Using this procedure is the most effective way to have a complaint reviewed, investigated and possibly resolved locally and in a timely manner. Applicants for employment and County employees may use this procedure.

B. Equal Employment Opportunity Grievance Procedure

1. Intent - It is the intent of this procedure to provide an effective means of resolving individual or group problems of a sensitive nature quickly and with a minimum of formal procedural requirements.
2. Scope - This procedure shall apply to allegations of adverse impact arising out of discrimination in regard to application, recruitment, appointment, training, promotion, termination, retention, discipline, or other aspects of employment because of race, color, national origin, ancestry, sex, sexual orientation, religion, political affiliation or belief, marital status, age (over 40), pregnancy related condition, medical condition (cancer related) or physical/mental disability (includes persons with AIDS or those with a record of or regarded as having a substantially limiting impairment); and provides for a process to investigate and correct the effects of such discrimination. This procedure shall also apply to allegations of denial of access to County government services or discrimination in the provision of such services on the basis of physical or mental

handicap, and to individuals alleging retaliation due to the exercise of their rights to file complaints.

3. Limitations - the establishment of this procedure for resolving complaints of discrimination, as it relates to matters of County employment practices, is not intended to supplant regular grievance procedures or prohibit employees or applicants from filing complaints with the Department of Fair Employment and Housing (DFEH), Equal Employment Opportunity Commission (EEOC), or the courts. This procedure is intended and should be viewed as a means of providing the special skills needed to promptly and fairly handle the sensitive issues involved, and to ensure full cooperation with Federal and State compliance agencies.

4. Definitions

- a. Aggrieved Person: An employee or applicant for employment who alleges that he or she has suffered harm as the result of an adverse employment decision made on the basis of race, color, national origin, ancestry, sex, sexual orientation, religion, political affiliation, marital status, age (over 40), pregnancy related condition, medical condition (cancer related), or physical/mental disability (includes persons with AIDS or those with a record of or regarded as having substantially limiting impairments); in regard to application, recruitment, appointment, termination, training, promotion or discipline.

An aggrieved person may also be a member of the public who alleges that he or she has been denied access to County government services or been discriminated against in the provision of such services on the basis of physical or mental handicap.

- b. Complainant: A person who files a discrimination complaint.
- c. Formal Complaint: A written complaint submitted to the County Equal Rights Officer which states clearly the basis for an allegation of discrimination and the relief requested.
- d. Equal Employment Opportunity Program Manager: The County Equal Rights Officer, who is in close reporting relationship to top management and is assigned the responsibility of managing the procedure for handling discrimination complaints.

- e. Equal Employment Opportunity (EEO) Counselor: An employee trained in EEO procedures and counseling techniques who provides informal counseling on matters pertaining to discrimination. The Departmental Equal Rights Officer is assigned the responsibilities of the EEO Counselor.
 - f. Equal Employment Opportunity Investigator: An employee assigned to investigate allegations once a formal complaint is filed, and to produce a written report of findings. This person must be capable of fairness, impartiality and objectivity.
5. Representatives - In presenting and resolving complaints, persons submitting complaints may represent themselves or may designate a representative of their own choosing. Costs associated with such representation, if any, will be borne by the complaining person.
6. Steps in the Procedure
- a. Informal Complaints: Persons alleging discrimination should first contact the designated Departmental Equal Rights Officer within thirty (30) calendar days of learning of such act or decision, and before filing a formal complaint with the County Equal Rights Officer. The Departmental Equal Rights Officer shall, within thirty (30) calendar days:
 - (1) Consult with the complainant.
 - (2) Advise complainant of all civil rights by informing the complainant of his/her right to file their complaint with the State Department of Fair Employment and Housing, Equal Employment Opportunity Commissions, or other appropriate enforcement agency, or through the County in lieu of using this procedure should they desire.
 - (3) Make necessary inquiries in an attempt to resolve the complaint.
 - (4) Counsel complainant on issues of the case.
 - (5) Seek informal resolution of problems by facilitating open communications between the complainant and departmental management.
 - b. Formal Complaint: If informal resolution of problems through conciliation and negotiation cannot be affected within thirty

(30) days of contacting the Departmental Equal Rights Officer, the complainant(s) may file a formal complaint with the County Equal Rights Officer on forms provided for this purpose. The County Equal Rights Officer will decide whether the complaint falls within the jurisdiction of the procedure and accept or reject it in writing. (If the aggrieved person wishes to appeal the County Equal Rights Officer's decision, he/she may do so in writing to the County Chief Executive Officer within seven (7) working days of receipt of the County Equal Rights Officer's decision).

The County Equal Rights Officer, upon receipt of a complaint:

- (1) Shall review the case with the Departmental Equal Rights Officer.
 - (2) May assign a person to conduct a prompt, impartial investigation, if necessary, and review finding thereafter.
 - (3) Shall make available to the parties involved a copy of completed investigation reports.
 - (4) The County Equal Rights Officer shall be authorized to issue subpoenas as necessary.
 - (5) Explore further the possibility of informal adjustment of the problems through negotiation or conciliation with Department Head or the parties to the complaint.
 - (6) Present findings and recommendations for adjustment to the County Chief Executive Officer.
- c. Withdrawal of Complaints: Complaints may be withdrawn at any time at the discretion of the complaining party. Withdrawal of complaints, however, does not limit the County's ability to continue the investigation if the County determines it is appropriate to do so.
- d. Appeal to Chief Executive Officer: The County Chief Executive Officer shall conduct such meeting(s) with employee(s), informal hearing(s) or investigation(s) as are appropriate in his/her judgment and provide the complainant with a written decision within ninety (90) calendar days from the time a formal complaint is filed.
- e. Appeal to Hearing Board: The aggrieved person may, within seven (7) days after receipt of the decision of the Chief Executive Officer, appeal that decision. An appeal shall be

in writing and 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 Chapter 3.28 of the Stanislaus County Code. The Hearing Board shall, within a reasonable time from the filing of the appeal, commence the hearing and shall notify the interested parties of the time and place of hearing at least five (5) days in advance.

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 persons 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 of the rules of evidence governing trial procedure and State courts. The Hearing Board shall render a written decision, a 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 is final.

13. FIELD SURVEY - ASSESSOR'S OFFICE

In the event the Field Survey Program should be reconsidered for implementation in the Assessor's Office, the parties shall meet and confer in order to resolve the issue of compensation for appraisers prior to the implementation of the program. (Addendum to MOU 2-19-87)

14. GENERAL ASSISTANCE WORK PROGRAMS

The County agrees to follow the policies set forth in the General Assistance Handbook (Section 90-304 revised October 1992) which provides that GA workers will not displace or replace regular employees.

15. GRIEVANCE PROCEDURE INCLUDING BINDING ARBITRATION

A. Intent

It is the intent of this provision of the Memorandum of Understanding 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 exercise 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, Stanislaus County Code, 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 Stanislaus County Code. 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 or to arbitration.

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 equal rights, or involving allegations of employment discrimination will be handled pursuant to the County's Equal Employment Opportunity grievance procedure and does not include binding arbitration as the final step in the procedure.

D. Representation

In presenting and resolving grievances, employees may represent themselves on County time, within reason, 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/her immediate supervisor that a grievance is present and explain it to the immediate supervisor no later than fifteen (15) working days after he/she becomes aware, 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 (7) 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 Director of Personnel. Such a written grievance, signed by the employee shall set forth the facts at issue, the relief sought and time of occurrence of any alleged incident or violations precipitating the grievance. The supervisor shall thereafter further investigate and consider the grievance and deliver a written decision to the employee within seven (7) 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 (7) working days after delivery of the 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/her judgement and deliver to the employee a written decision within seven (7) working days after receipt of the review request.
4. Advisory Opinion of Director of Personnel - At any point in this procedure after filing a written grievance or complaint, the Director of Personnel may offer, or either party may request, the non-binding advisory opinion, verbal or in writing, of the Director of Personnel concerning resolution of the grievance or complaint.
5. Grievance Appeal - Subject to the timeframes and conditions described hereinafter, the employee may appeal the Department Head's decision by making a written request to the Director of Personnel. The employee may elect the grievance be submitted for final decision by the Chief Executive Officer. If the employee is represented by the Union, the Union may, with the employee's

concurrence, elect the grievance be submitted for final decision to binding arbitration. The appeal process elected is final and irrevocable on the employee and the Union.

- a. Submission of the Grievance Appeal to the Chief Executive Officer - If the employee wishes to appeal the Department Head's decision to the Chief Executive Officer, the employee shall do so in writing to the Director of Personnel, specifically stating this option, within ten (10) working days after receipt of the Department Head's decision. The Chief Executive Officer or his/her designee shall thereafter conduct an informal hearing, and any other meetings or investigations as are appropriate in his/her judgment. 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 or his/her designee shall be delivered to the employee within fifteen (15) working days after receipt of the appeal. The decision of the Chief Executive Officer or his/her designee shall be the final step in the County's procedure for settling grievances. For the purpose of this section, the Director of Personnel shall not serve as the designee if the Director of Personnel has rendered an advisory opinion concerning the grievance. This does not preclude the Chief Executive Officer from utilizing the advisory opinion of the Director of Personnel.

- b. Submission of Appeal to Binding Arbitration - If the employee wishes to appeal the Department Head's decision to binding arbitration, the employee may do so through the Union only. The appeal shall be made in writing to the Director of Personnel, specifically stating this option, within ten (10) working days after receipt of the Department Head's decision. Prior to the selection of the arbitrator and submission of the grievance for hearing by an arbitrator, the Director of Personnel shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the parties. The Director of Personnel shall have ten (10) working days in which to review and seek amicable resolution of the grievance.
 1. Selection of Arbitrator - If the required steps of the grievance procedure have been exhausted and the grievance remains unresolved and is subject to

arbitration, the arbitrator may be selected by mutual agreement between the Director of Personnel and the Union. 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 name remains, and that person shall serve as arbitrator.

2. Arbitration Issues - The parties shall, within fifteen (15) working days following the informal review of the Director of Personnel, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of the evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator no later than five (5) working days prior to the arbitration hearing.
3. Arbitration Expenses Shared - The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. 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, or if the arbitrator requires the use of a court reporter, the cost of the court reporter shall be shared equally. Absent mutual agreement, the side requesting use of the court reporter shall absorb the cost. The cost of the transcript, if one is prepared, shall be absorbed by the party requesting the transcript, unless both parties mutually agree to share the cost of the transcript. If the arbitrator requests that a copy of the transcript be prepared, both parties shall equally share the cost of the transcript.
4. Duty of Arbitrator - The arbitrator shall conduct an informal hearing, and any other meetings or

investigations as are appropriate in his/her judgment. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Memorandum of Understanding, Stanislaus County Code, resolution, or written departmental policy. He/she shall consider and make a decision with respect to only the specific issue(s) submitted, and shall not have authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of the Memorandum of Understanding, applicable State or Federal laws, Stanislaus County Code, resolution, or written departmental policy, he/she shall decide the appropriate resolution. The arbitrator shall have no authority to substitute his/her judgment for that of the County as to any matter within the County's discretion. The decision and award of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties. Proposals to add to or change the Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this section.

5. Binding Decision - The decision of the arbitrator shall be binding upon the employee, the Union, and the County.

Based upon significant financial impact of the arbitrator's decision upon the County, within fifteen (15) working days of receipt of the arbitrator's decision, the County may request that the Union meet with the County to discuss the financial impact of the decision. The Union agrees to meet and consult with the County over the impact upon the County of the decision. Absent agreement between the parties to modify or mitigate the impact of the arbitrator's decision, the decision of the arbitrator shall be final and binding on the parties.

6. 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 to the Director of Personnel. The Director of Personnel shall immediately provide a copy of the decision to the employee, the employee's duly elected representative and the Department Head. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.
7. Non-Union Representation - In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the recognized employee organization, arbitration as provided herein shall not be available to the employee.

16. HEALTH SERVICES AGENCY

A. LVN/Nursing Attendant Shift Assignments

Except in cases of emergency, LVN and Nursing Attendant assignments to shifts other than the day shift will be made by first seeking volunteers for assignments to these shifts. If no volunteers are present, the least senior qualified employee will be assigned. (Section 4, Subsection P, Page 8, 11-3-83)

B. Time Off When Workload Is Low - Health Services Agency Clinics

The parties agree that when the workload in any unit at Health Services Agency Clinics reaches a point where regular staff is present in excess of staffing requirements, volunteers in affected units on that shift will be asked to take accrued vacation, holiday, comp time or dock time off. If no volunteers are present, the Hospital may then mandate the use of accrued vacation, holiday, comp time, or dock time (for someone out of paid leave time) up to a maximum of 16 hours per month by employees on a rotating basis in inverse order of seniority. That is, the least senior employee in the affected unit would be the first required to take time off. The order in which time off will be taken under this section shall be comp time, vacation, holiday and dock time unless the employee otherwise specifies. It is understood that reasonable efforts will be made to have the employee work in another area in which the employee is qualified and willing to work. Further, it is understood that extra-help employees, or other relief workers such as from the General Assistance Program will be called off

prior to regular clinic employees. The exception to this will be if the extra-help employee possesses necessary, specialized skills not possessed by regular staff members.

This provision will not affect the employees' ability to:

1. Take time off which had been previously scheduled; or
2. Request and schedule time off on a subsequent date, providing that:
 - Accrued time is available.
 - Approval for time off is granted.
 - Unforeseen staffing emergencies do not arise requiring cancellation of time off. Every effort will be made to avoid this situation. (Addendum to MOU, 2-19-87)

C. LVN Work Schedule

The Union agrees upon the request of the County to meet and consult concerning modification of the existing compensation method of LVNs working a twelve (12) hour shift. The objective shall be to pay LVNs for time actually worked, rather than continue the current practice of guaranteed paychecks each pay period. (Added Section 9, 10-11-94)

17. INSURANCE BENEFITS

A. Provision of Insurance

The County provides for and will continue to provide for group medical, dental, vision and life insurance. Changes in the insurance plans offered are subject to joint meet and confer sessions with all represented employee organizations. Details of the various insurance plans are contained in plan documents, which are available for review to all employees through the Risk Management Division of the Chief Executive Office. The September 18, 2001, Health Insurance Agreement between Stanislaus County and All Employee Organizations is incorporated into this agreement as Attachment B.

B. Health Insurance Re-opener

The County agrees that any changes made as a result of future meet and confer sessions regarding health benefits shall not result in a loss of salary, base benefits or County contributions currently provided to employees represented by the Union.

C. Insurance Updates

The County will provide to the Union copies of any health insurance updates sent to employees. (Section 6, Subsection E, Page 8, 2-29-88)

D. Dependent Care and Medical Expense Reimbursement

The County offers the Dependent Care Assistance Plan and the Medical Expense Reimbursement Program to all represented employees at a monthly cost to the employee. (Section 5, Subsection C, Page 3, 4-12-91)

18. JURY DUTY

The parties agree that the County's current jury duty policy, as defined in Stanislaus County Code Section 3.20.120, will remain in effect with the addition that if an employee assigned to work a PM 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 PM 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 makeup of any hours owed to the County equal to the difference between the hours of actual jury duty service plus reasonable travel time and the hours of work following the jury duty service for which the employee was excused. This makeup of work shall not be compensable as overtime. (Section 4, Subsection A, Page 4, 11-3-83)

19. LEAVES OF ABSENCE

A. Administration

The parties agree that the County's leave of absence policy as defined in Stanislaus County Code Section 3.44.010 et seq., will remain unchanged during the life of this agreement and that leaves of absence without pay may be approved for probationary employees. Further, as a condition for a leave of absence without pay to continue, the County may require the employee on leave to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved.

In addition, the parties agree that time worked during the probationary period will be counted toward permanent status even if the person has an intervening leave of absence during the probationary period.

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 increased vacation accrual rates to be postponed by the equivalent number of calendar months to the nearest number of months for which the leave of absence is granted based on the number of calendar days in such month. (Section 4, Subsection C, Page 5, 11-3-83)

Effective November 6, 2001, vacation accrual while on an unpaid leave of absence will be extended on a day-for-day basis for all unpaid time exceeding 15 calendar days. For example, if an employee was in an unpaid status for 16 days, his or her date for increased vacation accruals would be extended by one day.

B. Leave of Absence For Educational Purposes

Section 3.44.010 of the Stanislaus County Code provides the following: "Any employee in the classified service who has permanent or probationary status may be granted a leave of absence without pay upon written request of the employee which is recommended by the Department Head and approved by the Chief Executive Officer, except in cases of leave without pay of thirty (30) calendar days or less, the approval of the Chief Executive Officer shall not be required."

Subparagraph C of that section provides that classified employees may utilize leave without pay "to take a course of study which will increase the employee's usefulness on return to his/her position." (Section 10, Subsection B, Page 11, 2-29-88)

20. MAXIMUM SUSPENSION

The maximum time period during which an employee may be suspended for cause pursuant to County discipline policies is forty-five (45) working days. (Section 6, Page 9, 11-3-83)

21. ON-CALL PAY/HOLIDAY CALL-BACK

A. Weekly Flat Rate Compensation

The parties agree that on-call compensation rates for those employees formally assigned by the department to remain available to return to work

shall be at a rate of two hundred and fifty dollars (\$250.00) per week, prorated on a daily basis (\$35.71). Unless the amount is otherwise specified in the Memorandum of Understanding, any classification formally assigned by the Department Head to perform on-call work shall be eligible for the amount of compensation as provided in this subsection or as provided for elsewhere. Effective the start of the first full pay period on or after January 1, 2002 the weekly/daily rate of on-call pay shall increase to \$301 a week or \$43 daily. (Section 15, Subsection A, Page 13, 2-29-88 amended by Section 12, Subsection A, Page 5, 4-25-89 amended by Section 8, Subsection A, Page 5, 4-12-91 amended by Section 2, Subsection E, Page 2, 10-12-01)

B. Haz Mat Response Team On Call

1. On-call compensation for Hazardous Materials Specialists formally assigned by the Director of Environmental Resources to perform on-call services as part of the After Hours Emergency Response Team, shall be three dollars and seventy-five cents (\$3.75) per hour for each hour of on-call service. Effective the start of the first full pay period on or after January 1, 2002 the hourly rate of on-call pay shall increase to \$4.00 per hour. (Section 12, Subsection B, Page 5, 4-25-89 amended by March 29, 1991 agreement, amended by Section 2, Subsection E, Page 2, 10-12-01).
2. Two (2) qualified Hazardous Materials Specialists shall be scheduled to cover the after hours hazardous materials emergency response needs of the Department. Should the addition of a backup response team be deemed necessary by the Department Head, the parties agree to immediately meet and confer over the impact upon employee wages, hours, and other terms and conditions of employment due to the increased number of staff required to perform the on-call services.
3. A maximum of ten (10) employees shall be assigned to the Hazardous Materials Emergency Response Team. At the point that the team has fewer than eight (8) employees volunteering to participate on the team, the Department Head or his/her designee may mandate qualified staff to participate on the team. The parties recognize that all interested Hazardous Materials staff shall be given the opportunity to train for and participate on the response team. Should an insufficient number of Hazardous Materials staff be interested in and/or available for after hours on-call duty, other qualified Department staff members may be offered the on-call duty and/or given the training to perform such duty.

4. The on-call schedule shall be prepared collectively with the program manager.
5. This section shall not preclude the assignment of Environmental Health staff in lieu of Hazardous Materials staff, to perform emergency on-call duty to cover environmental health related emergencies such as restaurant fires.

C. Vacation Accrual When On Call Holidays

Employees who are placed on "on-call duty" on a designated holiday and are called back to work, will accrue eight (8) hours vacation time. (Section 5, Subsection B, Page 13, 2-29-88)

D. Holiday Call-Back

Any employee called back to work on a holiday, who is not on-call, shall receive 8 additional hours of vacation time for the following holidays New Years Day, Independence Day, Thanksgiving, the day after Thanksgiving, and Christmas. (Amends Section 17, Page 6, 4-25-89 with Section 8, Subsection B, Page 6, 4-12-91)

E. Hourly Rate Compensation Provisions

The parties agree that on-call pay will not continue during periods in which an employee receiving on-call pay on an hourly rate basis is called back to work and receives call-back pay. In such cases, only the call-back pay would be provided. (Section 7, Subsection A, Page 10, 11-3-83)

Each employee working in the classifications of Radiologic Technologist I/II/III, Supervising Radiologic Technologist, Surgical Technician, Licensed Vocational Nurse I/II/III, and Clinical Laboratory Assistant I/II, when placed on professional call duty at Health Services Agency Clinics, with the approval of the Department Head or their designee, shall be paid thirty percent (30%) of his/her hourly rate of base pay, for each hour he/she is required to remain on-call beyond the regular work period in additional compensation. Actual time spent in answering professional calls shall be compensated according to the provisions of the Stanislaus County Code Section 3.32.050 et seq., governing overtime work.

F. Public Works, Road & Bridge Division

The parties agree that on-call assignments in the Roads and Bridge Division of the Public Works Department will be made on the basis of the Division first utilizing volunteers. If an insufficient number of volunteers is

present, duty shall be assigned among Road Maintenance Worker I's, II's and III's on a rotating basis in alphabetical order. (Section 7, Subsection D, Page 10, 11-3-83)

G. On-Call/Call-Back

Employees 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 hours upon each occasion that the employee is called upon to despite the fact that the actual amount of overtime service performed may be less than two hours, and no employee shall be compensated for more than eight (8) hours overtime work in any one eight (8) hour period.

If an employee is at home and ordered to return to work, this shall reflect a call back to work and the minimum two hours of call back pay at time and one half will be compensated as provided in this section. (Section 18, Page 6, 5-25-93, Amended Section 14, Page 5, 10-12-01)

22. 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 five percent (5%) minimum), but no higher than the fifth (5th) step of the new salary range.

Time spent in an out-of-class assignment may count toward the probation period if the employee is promoted to that position, provided the employee had performed higher class work within the last twelve months and the employee received a written evaluation or other written acknowledgement from the supervisor that the work had been done satisfactorily. In no event, however, shall an employee serve less than a six-month probationary period. (Amended Section 12, Page 5, 10-12-01)

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. (Section 13, Page 12, 2-29-88)

An out-of-class assignment may be recommended by the Department Head to cover vacation absences consistent with the existing MOU provisions on time frames. In addition, contingent upon a verification from the Department that the higher level work was performed, a Department Head may recommend that a temporary out-of-class assignment may be approved up to 30 calendar days retroactive to the date of the recommendation. (Section 12, Page 6, 4-12-91)

The parties agree that candidates for such assignments must meet the minimum qualifications for the higher paid classification. In addition, the Director of Personnel's approval will be required as a condition of implementing the assignment. (Section 9, Page 3, 3-14-86)

Out-of-class assignments recommended by the Department Head may include special projects or assignments of a limited duration as reason for pay in a higher classification. (Section 28, Page 9, 4-25-89)

Department managers are encouraged to post for at least five working days, their intention to fill a position with an out-of-class assignment to determine the interest employees may have in assuming the higher level duties. (Amended Section 12, Page 5, 10-12-01)

Effective November 6, 2001, a vacant position may not be filled by an out-of-class assignment for more than one year, unless the department is making a good faith effort to fill the position with a qualified applicant. (Amended Section 12, Page 5, 10-12-01)

23. OVERTIME

The parties agree that the County's overtime pay provisions in effect prior to the commencement of this agreement will continue in effect with the two exceptions noted in Subsection A and B below.

- A. There shall be no payment for "call-back mileage reimbursement" in addition to overtime pay for employees assigned to the Technical Services Bargaining Unit. (Revises Section 14, Subsection A, Page 15, 6-28-89 with Section 9, Page 6, 4-12-91)
- B. 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" for the purpose of calculation. When offices are

closed and employees are not given the option to continue working, this time off for the holiday, shall be considered as time worked when counting hours worked in meeting the forty (40) hour minimum. In the limited circumstance that employees are ordered to work overtime as a result of a Stanislaus County Office of Emergency Services declared emergency, then any vacation time taken in the work week shall be counted as time worked in the overtime calculation. (Section 11, Subsection A, B Page 11, 11-3-83; Amended Section 6, Page 3, 5-25-93, Amended Section 15, Page 6, 10-12-01)

- C. The parties agree that existing County policies, not changed by this agreement, related to overtime work and the definition of overtime work will continue in effect. This includes avoidance of overtime whenever possible and Department Head discretion regarding cash or compensating time off as payment for overtime.

Notwithstanding the above policy, the type of compensation paid for overtime worked shall be the prerogative of the employee when said employee is covered by the provisions of the Fair Labor Standards Act (FLSA). (Section 14, Page 6, 4-25-89)

24. PARKING

The parties have a mutual interest in having employees provided with adequate, free and safe parking. To meet this interest, the County agrees to explore all options through the labor-management committee.

25. PERFORMANCE EVALUATION

Performance evaluations should be completed on a regular basis but shall not cover a time period greater than one (1) year. Evaluations shall be reviewed with the employee on a timely basis, which ideally should be within thirty (30) days of the due date. This date is normally tied to the employee's salary anniversary date, even if the employee is at the top step of the salary schedule. If the due date is not met the performance evaluation may still be given to the employee and late or missed evaluations shall not be subject to the grievance procedure. While due to the fact that the missed or late performance evaluation is not subject to the grievance procedure, this does not effect Section 4, Subsection H "Step Advancements" of the Memorandum of Understanding.

Evaluations may be given to probationary employees more often than once a year as long as the employee is notified prior to the actual evaluation review. Special evaluations may be given to any employee, however, the employee shall be notified in advance that a special performance evaluation will be given.

Notwithstanding the above, when performance deficiencies exist, the individual responsible for completion of the performance evaluation shall advise the employee to be evaluated of: 1) any work related deficiency in a timely manner; 2) remedies, if available, to correct such deficiency; and 3) provide reasonable assistance as practicable to help the employee overcome such deficiency.

No performance evaluation shall be placed in the employee's personnel file which has not been discussed with the employee. (Section 21, Page 10, 4-12-91)

26. PERSONAL PROPERTY DAMAGE PROCEDURE

The parties agree that the County policy providing for reimbursement to personal property such as clothing damaged or destroyed in the line of duty and without employee negligence will continue with the specific understanding that normal wear and tear is not covered as reimbursable and that any and all disputes arising out of this process will be referred for resolution to a County Department Head mutually agreed upon. If the parties cannot agree on a particular Department Head, one will be selected by an alternate striking method. Normal wear and tear refers to the wearing out of articles of personal property or clothing that results over time and through no sudden or unusual occurrence such as line of duty accident. This covers the fact that many articles of clothing wear out with age and would be replaced in the normal course of our personal lives. (Section 4, Subsection B, Page 5, 11-3-83)

27. REDUCTION-IN-FORCE

Whenever, in the judgment 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.

A. Alternatives to Layoff

Upon the request of the Union, the County agrees to meet and consult with the Union prior to implementing any reduction-in-force action, to discuss alternatives to lay-off. (Section 16, Subsection A, Page 6, 4-25-89)

B. 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

C. Seniority

Employees' seniority will be based on his/her 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 Director of Personnel 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 the affected employee in an informal hearing.

D. Performance

Notwithstanding the above, service time credit for the purpose of determining seniority shall not include employment during any period between the completion of a performance evaluation evidencing an overall rating below satisfactory and completion of a subsequent evaluation with a satisfactory or better overall rating.

E. Written Notice

Written notice of layoff shall be served on affected employees in person or by certified letter mailed to the last address on file with the Director of Personnel. 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.

F. 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, to a

classification previously held, or to a lower paid classification in the same bargaining unit for which the employee meets the minimum qualifications. 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 Director of Personnel in writing no later than seven (7) working days after receiving notice of layoff.

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. Return Rights If Probation Failed

During a reduction-in-force, employees in classifications represented by the Union who select the option to voluntarily demote or transfer to another department in lieu of bumping, and fail probation in the new position, may elect to return to their original department and exercise their bumping rights as outlined herein or continue to be on the reemployment list for the life of the list. (Section 12, Subsection B, Page 12, 2-29-88)

I. Bumping Across Department Lines

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. (Section 18, Page 6, 5-25-93)

J. Re-employment

For a period of one (1) year from the effective date of layoff, 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. Re-employment lists shall be in inverse order of layoff with the most senior employee from amongst those laid off,

re-hired 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 layoff. Benefits paid out at the time of separation such as vacation or sick leave may be bought back at employee expense. Written notice of the re-employment opportunity shall be sent by certified mail to the last known address of the former employee by the Director of Personnel. The former employee shall have fourteen (14) calendar days to respond to the notice.

K. Administrative Decisions

The Director of Personnel is authorized to render decisions resolving questions of seniority, performance, minimum qualifications, and continuous service incident to the administration of this section.

L. Special Circumstances

Employees assigned to a position on the basis of bona fide occupational qualification 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.

M. Appeals

Persons subject to layoff or demotion under these provisions, may appeal to the Director of Personnel any allegation of error, fraud, irregularity or bias in the application of the reduction-in-force procedures. The affected person may, within seven (7) days after receipt of the decision of the Director of Personnel, appeal the decision. An appeal shall be filed with the Director of Personnel. The Director of Personnel 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.

N. Department Seniority Lists

The County agrees to provide the Union's officially designated representative, with the department 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 employee.

The Union agrees to take all due precautions to insure that the information on the list will be used for no purpose other than Union 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 to privacy of members of the bargaining unit. The Union agrees to indemnify, defend and hold harmless Stanislaus County, its employees and agents against damages, or claim of whatever nature arising out of the Union's control and use of such lists. (Section 16, Subsection B, Page 6, 4-25-89)

28. REINSTATEMENT

An employee can transfer to a previously held regular, full-time position in either a higher or lower classification within one year of leaving the former position, with department head approval.

29. RETIREMENT

A. Enhanced Retirement

1. Safety members of the bargaining units shall be eligible upon retirement for three percent (3%) of their base salary at age fifty (50), based on the single highest year salary, to be implemented as early as March 1, 2002, but no later than July 1, 2002. (Refer to Attachment C, dated February 12, 2002)
2. General members of the bargaining units shall receive upon retirement two percent (2%) of base salary at age fifty-five (55), based on the single highest year salary to be implemented as early as March 1, 2002, but no later than July 1, 2002. (Refer to Attachment C, dated February 12, 2002)

B. Senior Group Supervisors

Each new hire, when employed as a Senior Group Supervisor, shall become a safety member on the first day of the calendar month following his or her entrance into the service. (Gov. Code §31558.6)

30. SALARY/ADDITIONAL COMPENSATION

A. Base Salary Increase

The following salary increases shall be granted to all members of the four (4) SCEA, AFSCME Local #10 represented bargaining units in the amounts and on the start of the first full pay period on or after the dates as herein specified:

- 3.75% June 1, 2001

- 3% June 1, 2002
- 3% June 1, 2003
- 3.25% June 1, 2004

B. Additional Salary Increase/Equity Adjustments

- The classifications of Account Clerk II, Account Clerk III, Accounting Technician, Accounting Supervisor, Administrative Clerk I, II, III, IV, Supervising Admin/Account Clerk I and II, Clerical Division Supervisor, Legal Clerk I, II, III, IV, Supervising Legal Clerk I and II, Paralegal I, II, III and Administrative Secretary, shall receive four 2.7% salary adjustments effective the start of the first full pay period on or after the following dates: April 1, 2002, April 1, 2003, April 1, 2004 and April 1, 2005.
- The classifications of Staff Services Technician, Staff Services Analyst, and Staff Services Coordinator shall receive four 2.4% salary adjustments effective the start of the first full pay period on or after the following dates: April 1, 2002, April 1, 2003, April 1, 2004 and April 1, 2005.
- The classifications of Appraiser I, II, III, Senior Appraiser, Supervising Appraiser, Auditor-Appraiser I, II, III, Senior Auditor Appraiser, Supervising Auditor Appraiser, Assistant Planner, Associate Planner, Road Maintenance Worker I, II, III, Senior Road Maintenance Worker, Road Supervisor, Landfill Equipment Operator I, II, III, Landfill Leadworker, Bridge Repairer, Park Maintenance Worker I, II, III, Parks Supervisor, and Regional Parks Supervisor shall receive two 2% salary adjustments effective the start of the first full pay period on or after the following dates: April 1, 2004 and April 1, 2005.
- The classification of Senior Group Supervisor shall receive three 1% adjustments effective the start of the first full pay period on or after the following dates: April 1, 2002, April 1, 2004 and April 1, 2005.
- The classification of Associate Civil Engineer shall receive a 1.1% salary increase effective the start of the first full pay period on or after April 1, 2004.
- The classifications of Buyer and Senior Buyer shall receive a 1% salary adjustment effective the start of the first full pay period on or after April 1, 2004.
- The classification of Librarian III shall receive approximately 6% salary adjustment sufficient to maintain the 10% spread between this classification and that of Librarian II effective the start of the first pay period after January 1, 2002.

- Effective the start of the first full pay period after January 1, 2002 the classification of Senior Road Maintenance Worker shall receive .49 cent per hour salary adjustment to maintain equity with the Landfill Leadworker classification.
- The classification of Senior Group Supervisor shall receive a 3% base pay salary adjustment effective the start of the first full pay period after Board approval of the agreement in recognition of possession of the STC certificate. The parties agree that the 3% STC additional compensation for Group Supervisor IIIs will be considered when determining the 10% minimum salary differential between this class and that of Senior Group Supervisor.

C. Retirement Contributions

The provisions of 414H of the Internal Revenue Code will be applied to retirement contributions. (Section 4, Subsection B, Page 5, 2-29-88)

D. Assignment Pay

1. The following classifications shall receive an additional five percent (5%) inpatient compensation when assigned for a full shift to the Mental Health Department Stanislaus Behavioral Health Center (SBHC) or the Alcohol Treatment Program (ATP):

Patient Finance Technician
 Administrative Clerk I/II/III
 Housekeeper Custodian
 First Cook

2. Employees in the classification of Supervising Maintenance Engineer/Building Services Supervisor and Maintenance Engineer I/II/III assigned to the Jail, Honor Farm, Juvenile Hall, Women's Facility or SBHC shall be eligible to receive an additional ten percent (10%) custodial facilities assignment pay. This pay shall be prorated on an hourly basis for each full hour of work performed in one of these locked facilities.
3. An employee in the classification of Administrative Clerk I/II/III, Legal Clerk I/II/III/IV, Account Clerk II/III, Administrative Secretary, Stock/Delivery Clerk I/II, Storekeeper I/II, Food Service Worker, Lead Food Service Worker, First Cook, Custodial Cook, Food Service Supervisor, or Supervising Custodial Cook who is assigned to perform work in the Jail, Women's Facility, Honor Farm or

Juvenile Hall shall be paid, in addition to regular salary, a custodial facility assignment pay of ten percent (10%). The custodial facility assignment pay shall be prorated on a minimum eight (8) hour shift basis.

4. Employees in the classification of Senior Medical Records Clerk when formally and regularly assigned lead/supervisory duties shall be compensated a rate five percent (5%) higher than the salary range assigned this classification for these additional responsibilities.
5. Employees in the classification of Programmer Analyst III shall be paid five percent (5%) additional compensation when assigned to act as projects coordinator, including coordinating the work of other Programmer Analysts III's.
6. Employees in the classification of Data Processor, Senior Data Processor, and Supervising Account/Administrative Clerk II shall receive five percent (5%) additional compensation under assigned dual word processing/data entry and/or computer operation duties.
7. The Sheriff will designate a number of specialized assignments in Records and Identification Division to receive up to an additional 5% Project/Assignment Pay. Such assignment pay shall be approved by the Sheriff based on the unique requirements of the position to include specialized training and job knowledge required to perform the work. The additional project pay may be reassigned to individuals performing the work based on the needs of the department and skill level of the individual. (Section 9, Page 4, 10-12-01)
8. The Director of Parks will designate a number of specialized assignments to receive Project Pay of up to 5%. These assignments will initially include: Waste Water Treatment Plant Operator Grade 1, Water Treatment Plant Operator, Back-flow Prevention Device Tester, Playground Equipment Safety Inspector and Arborist. (Section 10, Page 5, 10-12-01)

E. Shift Differential

Represented employees assigned to shifts, the major portion of hours which fall between 3:00 p.m. and 11:00 p.m., shall receive a shift differential compensation of five percent (5%) higher than the base salary assigned their classification. Employees assigned to shifts, when the major portion of hours fall between 11:00 p.m. and 7:00 a.m., shall receive a shift differential compensation of seven and one-half percent (7.5%) of the base salary assigned their classification.

F. Salary During Probation Period Release and Voluntary Demotion

The parties agree that the County's salary policy applied to employees 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 step in the same appropriate salary range as had been held prior to the promotion, demotion or transfer. The employee's salary review date, if applicable, shall be adjusted by the equivalent number of calendar days during which an employee did not hold the classification to which he or she is returning. The provisions of this section shall also apply to the salary of any employee who voluntarily demotes to a new or former classification within one year of appointment to the higher class. (Section 5, Subsection C, Paragraph 2, Page 9, 11-3-83), Amended Section 6, Page 4, October 12, 2001)

G. Salary Administration

Employees shall be eligible for advancement to the second step of their salary range on their anniversary date after one year of continuous services in the first step. Eligibility for advancement to subsequent salary steps will thereafter be based on one year of satisfactory continuous service at the prior step until the employee reaches the maximum salary step of the appropriate salary range.

H. Step Advancements

If a County department fails to complete the necessary forms to either approve or deny a step advancement within thirty-one (31) days of the date the individual would be eligible, the increase will be implemented by the Chief Executive Office retroactive to the date the step increase was due. (Section 4, Subsection G, Page 6, 2-29-88)

I. Anniversary Date

Any leave of absence without pay, or other time off without pay exceeding fifteen (15) calendar days, shall cause the employee's anniversary date to be postponed by the equivalent amount of calendar months. (Section 5, Subsection D, Page 9, 11-3-83) Effective November 6, 2001 vacation accrual while on an unpaid leave of absence will be extended on a day-for-day basis for all unpaid time exceeding 15 calendar days. For example, if an employee was in an unpaid status for 16 days, his or her date for increased vacation accruals would be extended by one day. (Section 11, Page 5, 10-12-01)

J. Salary on Promotion

The County shall guarantee a five percent (5%) salary increase on promotion in accordance with Stanislaus County Code Section 3.24.040. However, an exception to this provision shall be made if the step to which the employee is promoted is six cents (\$0.06) or less per hour under the minimum five percent (5%) increase. This provision shall apply when promotions to classifications within the bargaining unit occur or promotion to classifications assigned to bargaining units containing this provision. (Section 4, Page 3, 4-12-91)

31. SEVERABILITY

It is not the intent of the parties hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction over the subjects of this collective bargaining agreement, and the parties hereto agree that in the event that any provisions of this agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this agreement. (Section 17, Page 15, 11-3-83)

32. SICK LEAVE/BEREAVEMENT LEAVE

A. Prior Policies

The parties agree that County sick leave policies in effect immediately prior to the commencement of this agreement shall continue in effect during the course of this agreement. Notwithstanding the above, the parties acknowledge their mutual interest in developing policies and procedures to insure that sick leave benefits are not misused and continue being available as an important fringe benefit. Toward that end, the parties have agreed to work cooperatively on proposals to improve or make more uniform County sick leave policies in the various departments and agree that sick leave policies may be amended during the life of this agreement upon such mutual consent. (Section 4, Subsection F, Page 6, 11-3-83)

B. Sick Leave Cash Out

1. Employees who leave County service as a result of death, disability, retirement, or service retirement shall receive cash for up to 600 hours or the individual cap as described in Subsection C below, of accrued, but unused sick leave on the books at the rate of 50% of the salary equivalent for such sick leave.

2. Employees with more than six (6) years of service as a "regular" employee shall receive cash for up to 600 hours, or the individual cap, as described in Subsection C below, of accrued, but unused sick leave on the books at the rate of 25% of the salary equivalent of such sick leave upon terminating County service for any reason other than retirement as described above.
3. Employees in a "regular" employment status for six years or less who terminate County service for all other reasons, including but not limited to deferred retirement, resignation and discharge, are not eligible to receive any cash out of unused sick leave.
(Section 26, Page 8, 4-25-89)
4. Employees with one year or more of service, as provided by the Stanislaus County Code, who are laid off due to a reduction-in-force action as provided by the County Reduction-in-Force Policy shall be eligible for the twenty-five percent (25%) sick leave cash out up to 600 hours or the individual cap as described below. Further, the section should be amended to provide that any employee, regardless of the length of service who is discharged from County service for cause, shall not be eligible for any cash out of accrued but unused sick leave. (Section 10, Page 6, 4-12-91)

C. Cash Out Cap

The maximum amount of sick leave that shall be applied toward the cash out provisions as provided for herein 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, i.e. 300 hours. An employee will continue to accrue sick leave above the 600 hours, and may use this sick leave in accordance with County policy, but will only be able to cash out the allowable maximum.

Any employee who has accrued time in excess of 600 hours, upon leaving County service, may cash out the amount of time accrued as of the pay period ending January 6, 1995, or the end of the last pay period in October, 1994, whichever is greater, consistent with County and applicable MOU provisions. The total sick leave accrual as determined above 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 had 1,000 hours on the date the cash out maximum took effect, he or she would be cashed

out for 50% of 1000 hours, i.e. 500 hours upon retirement. Any time accrued and in excess of this individual cap will not be subject to cash out.

The purpose of this provision is to place a ceiling on the County's cash out liability for sick leave while maintaining unlimited accrual of sick leave for catastrophic illness. (Section 11, Page 3, October 11, 1994)

D. Sick Leave Occurrence

Doctor and dental visits not associated with time off because of illness will not be counted as an "occurrence" in tabulating the number of "occurrences" necessary to activate the mandatory provision of doctor's excuses in county departments. However, employees are encouraged to make every effort to schedule routine, non-emergency medical appointments at times other than during work hours. (Section 8, Subsection B, Page 10, 2-29-88)

E. Use of Accumulated Time

Employees covered by this memorandum shall be allowed to use accumulated compensatory time off, vacation or holiday time whenever accumulated sick leave time is not adequate to cover medical absences. Use of accumulated time shall not be unreasonably denied by the Department Head. (Section 8, Subsection C, Page 10, 2-29-88; Revised Section 14, Page 5, 5-25-93)

F. Bereavement Leave

The County agrees that great grandparents and great grandchildren shall be included in the definition of immediate family members for bereavement leave purposes. Stanislaus County Code Section 3.40.010 covers bereavement leave, and "other immediate family members", as contained in that section, normally means: father, mother, husband, wife, son, daughter, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law; however, for reasons held to be sufficient by the employee's Department Head and approved by the Director of Personnel, this definition may be expanded to include other persons with whom the employee had enjoyed a parent or family-like relationship. (Section 11, Page 6, 4-12-91)

G. Providing Doctor's Verification of Illness

Stanislaus County Code Section 3.40.020, "Certification Required" provides that: "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." Should a Department Head or his or her designee determine that a doctor's excuse will be required, the employee will be notified of the requirement in advance of his or her return to work. The employee shall not be asked after the fact to submit a doctor's excuse upon his or her return to work. Notwithstanding the above, an employee who has certified on a certificate of illness form that he or she was seen by a physician, may be required to provide a certificate issued by a licensed physician or other satisfactory proof if a Department Head or his or her designee reasonably believes the employee did not see a physician. (Section 15, Page 5, 5-25-93)

H. Calling in to Report Absences

Employees who have submitted a doctor's verification of illness which specifies the days an employee cannot work, or specifies the date the employee may return to work, and the verification has been accepted by the department and the employee has been informed that the leave has been approved, shall not be required to call his/her employer each day to report his or her absence. (Section 16, Page 6, 5-25-93)

I. Phone Calls to Ill Employees

Supervisors shall refrain from calling employees at home when the employee has properly followed the Department's procedure for reporting absences due to illnesses or injury. The supervisor shall only call an ill employee if the supervisor has a legitimate reason to doubt the reason for the absence or to clarify the employee's return date.

The practice is not intended to preclude a supervisor from calling an ill employee to determine if the employee, who may be on an extended absence, is able to return to a modified "light duty" assignment. This practice shall also not preclude occasional calls to employees at home regarding matters directly related to the employee's work.

J. Conversion of Sick Leave Cash Out 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 all employees covered by this agreement. This program must meet the criteria of the Auditor-Controller for tax purposes. (Section 13, Page 4, 10-13-94)

33. SUPERVISORY SALARY DIFFERENTIAL

The County agrees to continue its past practice of maintaining at least ten percent (10%) base salary differential between supervisory classifications assigned to the Mid-management/Supervisory bargaining unit and the classification of the highest paid subordinate. When determining the minimum 10% spread it shall be based upon a comparison of salaries paid at step 5 between the two classifications in question. This differential shall not necessarily apply to the classification of Social Worker IV in the Community Services Agency. (Section 4, Subsection 0, Page 8, 11-3-83, Amended Section 19, Page 7, 10-12-01)

The ten percent (10%) minimum salary differential between a supervisory and subordinate classification may not be maintained when a non-Local #10 represented classification receives a salary adjustment which decreases the ten percent (10%) minimum differential, and the supervisory classification will receive an already approved increase later which would re-establish the minimum ten percent (10%) differential.

For example, if the classification of Group Supervisor III receives a five percent (5%) raise February 1, 1992, and such raise reduces the required ten percent (10%) spread between the III and the supervising classification of Senior Group Supervisor to seven percent (7%), the Senior Group Supervisor class will receive a three percent (3%) increase. If the Senior Group Supervisor class is scheduled to receive a previously approved increase of five percent (5%) on June 1, 1992, the Senior Group Supervisor class shall only be entitled to receive the difference between the June 1, 1992 increase and the amount of increase previously authorized to maintain the minimum ten percent (10%) spread. In this example the June increase would be two percent (2%). In the event there is no previously approved increase for the supervisory classification, any increase agreed to at a future time will be granted in its entirety and shall not be subject to any reduction unless specifically agreed to at the time. (Section 20, Page 9, 4-12-91)

34. TEST RESULTS

The County shall provide the score and rank on the eligible list to candidates in accordance with current County procedure. In the event of a combined written and oral examination, the oral, written and composite score shall be provided to the candidate if an eligible list is created as a result of the recruitment process. Scores will not be sent on pass/fail examinations. (Section 29, Page 9, 4-25-89)

35. UNIFORM

A. Custodial Cooks

The parties agree that the uniform allowance for Custodial Cooks and Supervising Custodial Cooks in the Sheriff's Department Custodial Facilities shall be two hundred seventy five dollars (\$275.00) per year, prorated on a monthly basis. (Section 4, Subsection K, Page 7, 11-3-83, amended by Section 30, Subsection A, Page 9, 4-25-89, amended by Section 9, Subsection A, Page 9, 4-12-91)

B. Cooks at the Health Services Agency Clinics

Cooks at the Health Services Agency Clinics who damage uniform articles provided by the clinics in the course of their duties beyond reasonable repair and without negligence on the part of the employee may turn in such articles for replacement by the Health Services Agency. (Section 4, Subsection K, Page 7, 11-3-83)

C. Park Supervisor/Park Maintenance Worker Shirts

The County will provide two shirts to each Park Maintenance Worker I/II/III and Park Supervisor in each fiscal year. (Section 30, Subsection B, Page 9, 4-25-89)

D. Juvenile Hall Senior Group Supervisors

On a one time basis only to transition from the department purchase of uniforms to employees purchasing their own required uniforms all Senior 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, one-time lump sum uniform maintenance allowance of \$110 will be paid to employees.

E. Crime Analyst Technicians/Field Services

Effective the first of the month after Board approval of the agreement, the parties agree that the classification of Crime Analyst Technician/Field Services will receive a uniform allowance in the amount of five hundred forty dollars (\$540.00) yearly. This amount will be prorated for the first year. Following the first year the allowance will be paid at forty-five dollars (\$45.00) per month. New Crime Analyst Technicians/Field Services, who have not been promoted from the position of Community Services Officer, will receive an additional one-time allowance of two hundred dollars (\$200.00), upon appointment. In the future, should the Sheriff require

Crime Analysis Technicians/Field Services to wear regular dress uniforms, the amount of the uniform allowance shall increase to seven hundred eighty dollars (\$780.00) yearly and will be paid at sixty five dollars (\$65.00) per month.

F. Animal Services Operations Supervisor

Effective July 1, 2001, the County shall provide a voucher uniform allowance, in lieu of cash payment, in the amount of \$780 annually for the classification of Animal Services Operations Supervisor. Newly hired employees in the classification 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. If during the transition year, uniform allowance was paid directly to the employee, the amount paid shall be subtracted from the voucher amount. (Section 4, Subsection B, Page 3, 10-12-01)

G. Deputy Zoning Enforcement Officer (Graffiti Abatement)

The Probation Department shall continue to provide required uniforms for the Deputy Zoning Enforcement Officer assigned to the Graffiti Abatement program.

36. VACATION/HOLIDAYS

A. Vacation and Optional Holiday Time

Any optional holiday time on the books for an employee as of December 31, 1983, will not be lost to the employee. Rather, such accrued holiday time may be taken as time off, cashed out with the approval of the employee, the Department Head and the County Auditor-Controller, or "frozen" and left on the books to be cashed out upon the employee's termination. (Section 13, Subsection A, Page 13, 11-3-83)

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

1. New hires or employees who return from leave of absence will receive vacation credit for a holiday if the first day worked is on or before the holiday.
2. Terminated or discharged employees, or those beginning an unpaid leave of absence, will accrue vacation credit for a holiday if the last

day for which pay is received falls after the holiday, or if the last day worked falls on the holiday.

3. Employees on disciplinary suspension without pay will not receive vacation credit for a holiday occurring during the period without pay.
4. Employees taking time off without pay will not accrue the holiday if they are on an unpaid status during the major portion of the pay period.

Employees who work on a holiday will receive equivalent vacation time credit. Equivalent vacation time credit will also apply when a holiday falls on a Saturday for those working Monday through Friday schedules. (Section 13, Subsection D, Page 13, 11-3-83)

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. (Section 3, Subsection B, Page 1, 3-14-86)

B. Vacation Accumulation Rate

The parties agree that vacation hours shall accrue each pay period, in accordance with County Code provisions as follows:

- 3.08 hours - first 2 years (2 weeks per year)
 - 4.62 hours - 3 years through 10 years (3 weeks per year)
 - 6.16 hours - 11 years through 20 years (4 weeks per year)
 - 7.70 hours - 21 years and above (5 weeks per year)
- (Section 12, Page 4, 10-11-94)

In addition to the above accruals, the parties agree that employees shall accrue .62 hours per pay period due to the conversion of the annual sixteen (16) hours "special vacation" time.

Effective November 6, 2001, vacation accumulation rates will be modified for employees who are on an unpaid leave of absence. The modification will provide that employee vacation accumulation rates upon return to duty from an unpaid leave of absence will be extended on a day-for-day basis for all unpaid time exceeding fifteen (15) calendar days. For example, if an employee was in an unpaid status for sixteen (16) days, his or her date for increased vacation accruals would be extended by one day.

C. Vacation Accumulation Maximum

Employees will not be allowed to accrue more than 450 hours of vacation time. Employees will be notified that they are nearing the maximum and will be encouraged to request vacation time off. Management will make a good faith effort to approve the requests. If vacations are denied or cancelled for employees at or close to the maximum, up to eighty hours of vacation time may be cashed out.

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 and continue until the 450 hour maximum is reached again. It is the policy of the County that employees take 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. However, in no event shall an employee accrue any vacation time above the 450 hour maximum. (Amended Section 12, Page 4, 10-11-94)

D. Request for Vacation Use

The Department Head or his/her designee shall approve or deny written requests for vacation as soon as possible, but not later than 15 calendar days after receipt of the request. Requests for vacation shall not be unreasonably denied. Department heads or their designee may elect to change vacation time to sick leave upon the request of the employee, if the employee was sick during a pre-approved vacation. (Section 7, Subsection B, Page 4, 4-12-91, Amended Section 11, Page 5, 10-12-01)

E. Limited Cash Conversion of Vacation

Employees with 100 or more hours of accrued vacation on the records may request conversion into cash payment of up to 40 hours of accrued vacation once in a fiscal year. Employees with 200 or more hours of accrued vacation on the records may request conversion into cash payment of up to 60 hours of accrued vacation once in a fiscal year. Such conversions will be granted upon approval of the Department Head and the Auditor-Controller. The vacation conversion request shall not be unreasonably denied. The fiscal year is defined as July 1, through June 30th of the following year. (Section 11, Subsection C, Page 5, 4-25-89 as amended by Section 7, Subsection C, Page 4, 4-12-91)

F. Custodial Cook Vacation Cash Out Upon Termination/Retirement

Custodial Facility assignment pay shall be included in the final vacation cashout for employees in the classification of Custodial Cook and Supervising Custodial Cook. This cashout provision shall not apply to employees who are released from probationary status or discharged for cause. (Section 7, Subsection F, Page 5, 4-12-91)

G. Holidays Declared by the President and Governor

The parties agree that only the immediate days of mourning or a holiday declared by the President of the United States and the Governor of California will be considered County holidays in addition to the specific list of holidays already present in the County Code. (Section 4, Subsection M, Page 8, 11-3-83)

H. Office Worker/Clerical, Mid-management/Supervisory, Crafts Maintenance/Institutional Units Holiday Pay

Employees working on January 1, New Year's Day, Memorial Day, Independence Day-July 4, Labor Day, Thanksgiving Day, the four (4) hour Christmas Eve holiday, and Christmas Day (December 25) as outlined in the County code will receive compensation for such work at the rate of time and one half pursuant to the overtime payment policies of the County in the affected departments. (Section 7, Subsection D, Page 4 & 5, 4-12-91)

I. Technical Services Unit Holiday Pay

Work performed on all designated County holidays (including call-back when such work is required by the County) shall be compensated for members of the Technical Services Bargaining Unit, at the rate of time and one-half. (Section 14, Subsection D, Page 14, 11-3-83 and Section 11, Subsection B, Paragraph 2, Page 11, 11-3-83)

J. Holiday-County Code

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, Veterans Day
- November ___ (the Thursday designated as Thanksgiving)
- The day after Thanksgiving Day
- December 24, Christmas Eve, four (4) hours when Christmas Eve falls on any day of the week except Saturday or Sunday
- Dec 25, Christmas Day
- Every Monday following a Sunday which falls on January 1, July 4, November 11 or December 25. (Section 7, Subsection E, Page 5, 4-12-91)
- Every Friday preceding a Saturday which falls on January 1, July 4, November 11 or December 25

37. WELFARE REFORM ACT

The County agrees to abide by the regulations in Welfare and Institutions Code Section 11320 et seq., or any applicable Federal or State laws/regulations, relating to employment protections for current workers, when implementing its employment or training program positions pursuant to the mandates of the Welfare Reform Act.

38. WORK SCHEDULE

A. Alternate Work Schedules

In keeping with the County's mission of providing service to internal and external customers, each department has the authority to examine, on a case-by-case basis, the implementation of alternate work schedules.

B. Public Works

Employees in the Department of Public Works assigned to a work schedule involving a four (4) day, ten (10) hour per day work schedule (Monday through Thursday) agree that this schedule may be amended from time to time by the Director of Public Works to a Tuesday through Friday work schedule upon a minimum of seven (7) calendar days advance notice from the Director. The intent of this subsection is to provide the County with the staff resources to complete particular projects in an expeditious manner in a situation where a project is close to completion. (Section 12, Page 3, 3-14-86)

39. WORKERS' COMPENSATION

A. Supplement Temporary Disability Benefits with Leave Time

The parties agree that employees receiving temporary disability payments will have the option to request that those payments be supplemented by charges against any holiday, vacation, or compensatory time off hours which the employee has accrued up to a level that will provide the employee with compensation not exceeding the employee's base salary. (Section 8, Page 10, 11-3-83)

B. Release Time for Doctor's Appointments

Employees who are at work shall be granted release time when they are directed by the county to attend a medical appointment during the employees regularly schedule work time. No overtime liability shall be incurred by the County if the appointment extends beyond the employee's normal work hours. The employee must notify his or her immediate supervisor of the appointment. (Section 17, Page 6, 5-25-93)

40. FULL UNDERSTANDING

It is understood by the parties that these provisions fully set forth the agreement of the parties in the matter of wages, hours, terms and conditions of employment as herein specified. Parties agree that these understandings may be amended by subsequent agreement of the parties. (Section 18, Page 16, 11-3-83)

ATTACHMENT A
Stanislaus County Employees' Association, AFSCME Local 10
Represented Classifications by Bargaining Unit as of July 11, 2002

Job Code	Descr	Union Code
	Management/Supervisory Bargaining Unit	
001000	Accountant I	5
079800	Accountant II	5
085000	Accountant III	5
001200	Accounting Supv	5
002500	Aging Program Spec	5
001800	Animal Svc Oper Supv	5
008800	Assoc Civil Engineer	5
009000	Assoc Planner	5
004000	Asst Engineer	5
085950	Building Serv Supv	5
014600	Buyer	5
025200	Clerical Division Supv	5
025900	Communicable Disease Spec	5
034700	Dir Of Volunteer Serv	5
035700	Eligibility Supervisor	5
052300	Emp & Train Analyst I	5
052400	Emp & Train Analyst II	5
035800	Emp & Train Analyst III	5
052910	Fam. Svs Supv - Intern	5
052900	Family Services Supervisor	5
041600	Heavy Equip Mntc Supv	5
091300	Landfill Lead Worker	5
095000	Lead Equip Mechanic	5
054700	Librarian III	5
061900	Med Records Coordinator	5
061800	Med Records Spec	5
071500	Park Supv	5
099000	Plan Check Engineer	5
098800	Probate Examiner	5
076400	Property Estate Spec	5
077900	Regional Parks Supv	5
078700	Road Supv	5
082800	Social Worker Supv I	5
082900	Social Worker Supv II	5
089400	Special Investigator III	5
009900	Sr Application Specialist	5
080000	Sr Appraiser	5
099900	Sr Auditor-Appraiser	5
084600	Sr Buyer	5
083200	Sr Collector	5
084400	Sr Custodian	5
080500	Sr Engineering Tech	5
080700	Sr Env Health Spec	5
039200	Sr Group Supv	5
081100	Sr Hazard Material Spec	5
080300	Sr Landfill Attendant	5

**Stanislaus County Employees' Association, AFSCME Local 10
Represented Classifications by Bargaining Unit as of July 11, 2002**

079400	Sr Resource Management Spec	5
082200	Sr Road Mntc Worker	5
009800	Sr Software Developer/Analyst	5
009700	Sr Systems Engineer	5
083600	Staff Serv Analyst	5
099100	Staff Serv Coordinator	5
084500	Storekeeper II	5
085300	Supv Acct Admin Clerk I	5
085400	Supv Acct Admin Clerk II	5
085100	Supv Appraiser	5
074800	Supv Auditor Appraiser	5
038400	Supv Custodial Cook	5
085700	Supv Janitor	5
082600	Supv Legal Clerk I	5
083100	Supv Legal Clerk II	5
085900	Supv Mntc Engineer	5
086900	Supv Of Drafting	5
086300	Supv Patient Fin Tech	5
086600	Supv Public Administrator	5
093500	Supv Public Conservator	5
086200	Supv Radiologic Tech	5
087600	Trans Project Coordinator	5
089900	Victim Services Program Coord	5
	Office Worker/Clerical	
	Bargaining Unit	
000600	Account Clerk II	8
000700	Account Clerk III	8
001100	Accounting Tech	8
024800	Admin Clerk I	8
088100	Admin Clerk II	8
088200	Admin Clerk III	8
035300	Admin Clerk IV	8
084300	Admin Secretary	8
090600	Data Processor	8
036200	Emer Serv Tech	8
043600	Interpreter	8
016200	Legal Clerk I	8
088300	Legal Clerk II	8
016300	Legal Clerk III	8
016400	Legal Clerk IV	8
061500	Med Records Clerk	8
029400	Sr Data Processor	8
061700	Sr Med Records Clerk	8
035100	Stock/Delivery Clerk I	8
098600	Stock/Delivery Clerk II	8
084700	Storekeeper I	8

**Stanislaus County Employees' Association, AFSCME Local 10
 Represented Classifications by Bargaining Unit as of July 11, 2002**

Crafts/Maintenance/ Institutional Bargaining Unit		
011600	Bridge Repairer	9
028800	Custodial Cook	9
036700	Equipment Mechanic	9
036800	Equipment Serv Tech	9
038200	First Cook	9
038500	Food Serv Worker	9
042500	Heavy Equip Mechanic	9
043500	Housekeeper/Custodian	9
051000	Lab Helper	9
094900	Landfill Equip Oper I	9
094800	Landfill Equip Oper II	9
094700	Landfill Equip Oper III	9
038300	Lead Food Serv Worker	9
084000	Maintenance Engineer I	9
057500	Maintenance Engineer II	9
057600	Maintenance Engineer III	9
057800	Maintenance Mechanic	9
065000	Multilith Operator	9
070500	Park Aide	9
072000	Park Mntc Worker I	9
072100	Park Mntc Worker II	9
072200	Park Mntc Worker III	9
078800	Road Mntc Worker I	9
078900	Road Mntc Worker II	9
079000	Road Mntc Worker III	9
079500	Second Cook	9
080900	Sr Multilith Operator	9
Technical Service Bargaining Unit		
002100	Ag/Weights & Meas Insp I	B
079900	Ag/Weights & Meas Insp II	B
087200	Ag/Weights&Meas Insp III	B
000800	Agricultural Assistant I	B
000900	Agricultural Assistant II	B
009912	Application Specialist I	B
009911	Application Specialist II	B
009910	Application Specialist III	B
002900	Appraiser I	B
003000	Appraiser II	B
093400	Appraiser III	B
002800	Appraiser Tech	B
007200	Asst Planner	B
099400	Auditor-Appraiser I	B
099300	Auditor-Appraiser II	B
099800	Auditor-Appraiser III	B
014100	Building Inspector I	B
014000	Building Inspector II	B
014200	Building Inspector III	B
016900	Cardiology Technologist	B

**Stanislaus County Employees' Association, AFSCME Local 10
 Represented Classifications by Bargaining Unit as of July 11, 2002**

024100	Clinical Lab Asst I	B
024300	Clinical Lab Asst II	B
026700	Crime Analyst	B
026600	Crime Analyst Tech	B
010700	Deputy Public Guardian I	B
032100	Deputy Public Guardian II	B
032700	Deputy Zoning Enf Offcr	B
091900	Drafting Tech I	B
092000	Drafting Tech II	B
036100	Eligibility Worker III	B
036300	Engineering Aid I	B
036400	Engineering Aid II	B
036500	Engineering Technician	B
037700	Env Health Spec I	B
037600	Env Health Spec II	B
037500	Env Health Spec III	B
037300	Env Tech	B
052710	Fam. Svs Splst. III - Intern	B
052810	Fam. Svs Splst. IV - Intern	B
052500	Family Services Specialist I	B
052600	Family Services Specialist II	B
052700	Family Services Specialist III	B
052800	Family Services Specialist IV	B
038900	Fraud Tech	B
040400	Hazard Material Spec I	B
040300	Hazard Material Spec II	B
040200	Hazard Material Spec III	B
091000	Interviewer I	B
091100	Interviewer II	B
056500	LVN I	B
056600	LVN II	B
056700	LVN III	B
060500	Med Investigator	B
064400	Milk & Dairy Inspector I	B
064500	Milk & Dairy Inspector II	B
064700	Milk Tech	B
010000	Nuclear Medicine Tech	B
067100	Nursing Asst	B
069500	Orthopedic Asst	B
070100	Paralegal I	B
070200	Paralegal II	B
070300	Paralegal III	B
073400	Patient Finance Tech I	B
073500	Patient Finance Tech II	B
013200	Pharmacy Tech	B
074700	Physical Therapy Asst	B
092200	Radiologic Tech I	B
092300	Radiologic Tech II	B
092400	Radiologic Tech III	B
078300	Resource Mgt Spec I	B
078500	Resource Mgt Spec II	B
078600	Resource Mgt Spec III	B

**Stanislaus County Employees' Association, AFSCME Local 10
Represented Classifications by Bargaining Unit as of July 11, 2002**

077700	Respiratory Therapist I	B
077600	Respiratory Therapist II	B
077400	Respiratory Therapist III	B
077200	Respiratory Therapist IV	B
078400	Right Of Way Agent	B
095300	Road Use Inspector	B
009812	Software Developer I	B
009811	Software Developer II	B
009810	Software Developer/Analyst III	B
083700	Staff Serv Tech	B
087900	Surgical Tech	B
009711	Systems Engineer I	B
009710	Systems Engineer II	B
009713	Systems Technician I	B
009712	Systems Technician II	B
087700	Therapist Aid	B
089700	Zoning Enf Offcr	B

ATTACHMENT B

Health Insurance Agreement Between Stanislaus County and the
California Association of Interns and Residents (CAIR/CIR)
California Nurses Association (CNA)
County Attorneys Association (CAA)
Operating Engineers Local 3 representing the District Attorney Investigators Association, the
Emergency Dispatchers Association, and the Deputy Probation Officers Association
Service Employees International Union Local 535 (SEIU)
Stanislaus County Deputy Sheriffs Association (DSA)
Stanislaus County Employees Association AFSCME/Local 10 (SCEA)
Stanislaus County Sheriff Supervisors Association (SCSSA)

Health Insurance

This agreement shall remain in full force and effect for the period of January 1, 2002 through December 31, 2005 unless extended by mutual agreement of the parties.

For the term of this agreement, the County shall provide a 100% County funded health insurance plan, based on the lowest cost health plan available to Stanislaus County. Employees will receive a credit equal to the premium for a plan that is comparable to the current in-force model plan as offered by PBGH which includes 100% Hospital, \$5 office visit co-pay, \$5 RX and \$5 chiropractic. Premium credit will be provided at the employee, employee plus one, and family level.

The "waive" credit for health insurance will remain at current levels for the term of this agreement for those employees who waive health insurance. The waive credit for health insurance is \$21.92 bi-weekly. Proof of other coverage is still required.

It is understood by the parties that these provisions fully set forth the agreement of the parties in matters of health insurance as herein specified. The parties agree that only through mutual agreement of all the parties to this agreement would discussion occur during the term of this agreement on health insurance matters. In the event that any of the current PBGH carriers contracted with Stanislaus County to provide health insurance coverage for their active employees elect to discontinue health insurance service in Stanislaus County or the County discontinues their contract with PBGH during any plan year, the County will make a good faith attempt to replace these carriers from available alternate carriers. As in the past, the County agrees to meet and confer with the employee organizations over carrier changes.

Flexible Credit for Dental, Vision and Supplemental Life

This agreement shall remain in full force and effect for the period of January 1, 2002 through December 31, 2005 unless extended by mutual agreement of the parties.

The Flexible Credit Allowance designed to purchase dental, vision or voluntary supplemental life insurance will remain at the current level for 2002, 2003, 2004 and 2005 calendar years, with excess applied towards health insurance, if necessary. The Flexible Credit Allowance is \$57.69 bi-weekly. The current provision that 100% of any remaining balance be applied to the employee's individual deferred compensation account shall remain in effect for entire period from January 1, 2002 through December 31, 2005.

Dental and vision benefits and premiums will remain at current level for employees and their eligible covered dependents for 2002, 2003, 2004 and 2005.

It is understood by the parties that these provisions fully set forth the agreement of the parties in matters of dental, vision and supplemental life insurance as herein specified.

Administrative Changes

Effective January 1, 2003, benefit deductions would be taken out of 24 of the 26 paychecks each year.


Effective January 1, 2003, benefits for new hires would be effective the 1st of the month following *date of hire*. For terminated employees, benefits would continue through the last day of the month of termination.

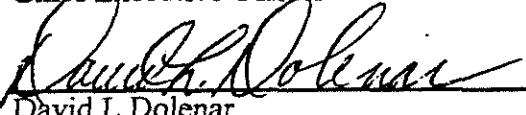
The County will consult with the employee organizations during 2002 on the best methods to implement these changes in 2003.

Signed this _____ day of _____, 2002:

FOR THE COUNTY:

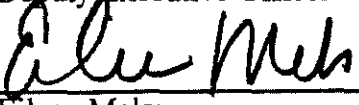
Pat Paul, Chair
Board of Supervisors


Reagan M. Wilson
Chief Executive Officer


David L. Dolinar
Deputy Executive Officer


Barbara R. Cooper
Employee Benefits Manager

Pat Sweeny
Deputy Executive Officer



Eileen Melson
Senior Management Consultant

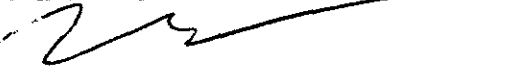

Gina B. Leguria
Deputy County Counsel


FOR THE UNIONS:


Charles E. Carlson
AFSCME/SCEA Local 10

Valerie Volks'novner
CAIR/CIR

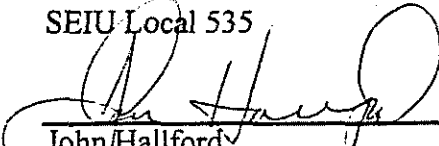

Janet Sass-McDermott
California Nurses Association


WR McKenzie
County Attorneys Association


Adam Christianson
Deputy Sheriffs Association


Paul Konsdorf
Operating Engineers Local 3

Valerie McCan-Murrell
SEIU Local 535


John Hallford
Stanislaus County Sheriff's
Supervisors Association

ATTACHMENT C

Enhanced Retirement Benefit Agreement between Stanislaus County
and All Employee Organizations
February 12, 2002

1. EFFECTIVE DATE

The terms of this agreement and the enhanced retirement benefits shall be effective the first full pay period beginning on March 9, 2002.

All references to the March 9, 2002 date shall be March 10, 2002 for those Departments on a Sunday to Saturday payroll calendar.

2. RETIREMENT BENEFITS

Pursuant to the respective MOU with each employee organization, the County shall provide enhanced retirement benefits defined as follows:

Safety: the formula outlined in Govt. Code section 31664.1, commonly known as 3% at 50.

General: the formula outlined in Govt. Code section 31676.14, commonly known as 2% at 55.

3. ELIGIBILITY

The parties agree that only regular, full-time, current, active employees of Stanislaus County on or after March 9, 2002 (March 10, 2002 for those Departments on a Sunday to Saturday payroll calendar), and who are members of the Stanislaus County Employees' Retirement Association (StanCERA) are eligible for the enhanced benefits.

The earliest date an employee/member can retire is March 10, 2002 (March 11, 2002 for those Departments on a Sunday to Saturday payroll calendar).

The enhanced benefits shall not apply to retirees or deferred members who were retired or deferred prior to the effective date of this agreement.

4. NEW TIERS

To implement the enhanced benefits there will be 2 new tiers as follows:

Current Tier	New Tier
1	4
2	5
3	Remains 3

These new tiers will have both the general and safety designations.

All eligible employee/members shall be automatically moved to the respective new tier. The employee/member may opt out of the new tier by notifying StanCERA in writing of their desire to remain in the old tier. The employee/member shall request and complete an opt out election form available from StanCERA, indicating their desire to remain in the old tier. The employee/members shall have 90 days to opt out of the new tiers. All completed election forms must be received in the StanCERA Office by close of business on June 10, 2002, at which point no changes can be made and the original terms of the StanCERA lifetime election shall remain in full force and effect. StanCERA may, at its option, require any employee/member choosing to opt out make an appointment and be personally counseled. Any employee/member electing to opt out of the new tier will have any excess contributions withheld from their check refunded and any shortage of contributions deducted from their payroll check.

Tiers 1, 2, 3, and 4 shall be closed to new hires on or after March 9, 2002. The default tier for new hires shall be Tier 5.

5. TIER 3 PROVISIONS

The parties agree that current Tier 3 employee/members remain in Tier 3 as outlined in section 4 "New Tiers" above. Current Tier 3 employee/members shall also be given a 90-day opt-in period to elect to move into the new Tier 5. The employee/member shall request and complete an opt in election form from StanCERA indicating the desire to move to Tier 5. This opt in election shall be effective the start of the first full pay period after the election date. The employee/members shall have 90 days to make this election. All completed election forms must be received in the StanCERA Office by close of business on June 10, 2002, at which point no changes can be made and the original terms of the StanCERA lifetime election shall remain in full force and effect.

Tier 3 employee/members electing to opt in to Tier 5 shall have prospective Tier 5 membership and benefits effective March 9, 2002 or the start of the first full pay period after the election date, if later, with a "blended" service benefit of their Tier 3 service and their Tier 5 service from March 9, 2002 forward. Tier 3

employee/members who opt-in will retain their current tier 3 age at entrance in StanCERA.

Once a member of Tier 5, the employee/member can choose to buy back their old Tier 3 service, pursuant to the StanCERA buy back rules. Because Tier 3 is a non-contributory plan, the employee/member has not made contributions and is responsible for the employee/member contributions that would have been paid by the employee/member, plus interest.

6. SECOND ELECTION PERIOD

In addition to the election periods as defined in Section 4 "New Tiers" and Section 5 "Tier 3 Provisions," employee/members shall be extended a second 90-day opt in election period as designated by the Board of Supervisors within 5 years, under the same conditions.

This second election period shall only apply to regular, full-time, current, active employees of Stanislaus County on the date designated by the Board of Supervisors for this second election period.

After this second election period, the original terms of the StanCERA lifetime election shall remain in full force and effect.

7. DEFERRED MEMBERS WHO ARE REHIRED

The parties agree that should a deferred member return to Stanislaus County service the following provisions shall apply:

The deferred member shall be considered a "new hire" and be placed into the default Tier 5 effective with the first day of employment.

The deferred member must complete 2 full years (4,160 hours) of service before their past service credit converts to the new tier.

8. FORMER EMPLOYEES WHO CASHED-OUT OF StanCERA WHO ARE REHIRED

The parties agree that should a prior member of StanCERA who was refunded their contributions (cashed-out) returns to Stanislaus County employment the following provisions shall apply:

Former Tier 1 or Tier 2 members shall NOT have a 90 day opt out period and shall be treated as a newly hired employee, with the Tier 5 default. A former Tier 3 member shall by default be placed into Tier 5.

A former member may redeposit withdrawn contributions pursuant to StanCERA's buy back/redeposit rules. Redeposited contributions will remain at the original tier until the employee/member has completed two full years (4,160 hours) of service in which time they shall convert to the new tier. For example a person was previously a Tier 1 employee/member who terminated Stanislaus County employment and withdrew their accumulated contributions. This person is now rehired and will become a member of Tier 5 pursuant to Section 4. The employee/member redeposits their Tier 1 contributions and after completing 2 full years of service, the redeposited contributions will now be upgraded to the higher benefit level.

9. DISABILITY PROVISIONS

The parties understand and agree that current Tier 3 members do not have any disability retirement benefits, unless they were a former Tier 1 or 2 member who cashed out to Tier 3 during the window period of 180 days beginning on January 28, 1986 or were hired into Tier 3 prior to January 4, 1988.

The parties further agree that should a Tier 3 member opt in to Tier 5 as outlined in Section 4 "New Tiers" their opt in date becomes their official entrance date for disability benefits. For example, an employee/member who is Tier 3 opts in to Tier 5 on March 9, 2002. They are eligible for StanCERA disability retirement benefits for a service connected disabling event, which occurs on or after March 9, 2002, or a non-service connected disabling event after completing 5 years of service (March 9, 2007). They shall not be eligible for StanCERA disability retirement benefits or service credit for a service connected disabling event before March 9, 2002. If the employee/member buys back all of their past service credit, and the service related disabling event occurred during this past service credit period, the employee/member would be eligible for StanCERA disability retirement benefits upon completion of the buy-back. If they employee/member buys back all of their past service credit, they would become eligible for StanCERA non-service disability retirement benefits once they have a total 5 years of service credit, including current and time bought back.

10. ELECTION TO CONVERT PRIOR SERVICE CREDIT TO NEW TIER

Any deferred member may elect to convert his/her past service credit from any tier to Tier 5 service by paying the full difference in the actuarial cost of the service, including both employee and employer costs. Any member electing to pay the cost of enhancing their prior service credit, who later becomes eligible to have that service credit convert to the enhanced benefit level will NOT be eligible for any refund when the service credit would otherwise become eligible for conversion to a higher benefit level.

For example, a deferred Tier 1 member wishes to have available the enhanced benefit level. That Tier 1 member may pay the difference in actuarial cost of

between Tier 1 and the enhanced Tier 4/5 benefit. If that person was later rehired, or was previously rehired but had less than the required 2 years of service for that benefit to automatically convert, the past service credit would be at the Tier 4/5 level. At no time would the member be refunded the cost difference unless they terminated StanCERA membership and withdrew all of their contributions.

This section would also apply to a member who withdrew their funds and terminated StanCERA membership and was rehired by Stanislaus County and became eligible to redeposit their withdrawn contributions.

11. FINAL COMPENSATION

The parties agree that the benefits in Tier 5 shall be calculated based on one-year final compensation. The parties recognize and agree that in some of the individual MOUs this is referred to as "single highest year". These two terms are interchangeable and in all cases the definition of Final compensation as outlined in Govt. Code Section 31462.1 controls.

12. RETIREMENT FUNDING

The parties understand and agree that the unfunded accrued actuarial liability (UAAL) for the enhanced retirement benefits is being funded through StanCERA reserve accounts of approximately \$50 million. This includes any reserves that were previously designated for negotiations and legal contingencies. These reserves have been provided for this purpose through an agreement between the County and StanCERA.

13. FULL UNDERSTANDING

The parties understand that these provisions fully set forth the agreement of the parties in matters of retirement benefits as herein specified.

14. SEVERABILITY

It is not the intent of the parties hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction over the subjects of this agreement, and the parties hereto agree that in the event that any provisions of this agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this agreement.

15. GRIEVANCE PROVISION

The parties agree that all disputes regarding this agreement shall be controlled by StanCERA and the 1937 Retirement Act, as amended. Pursuant to Government

Code Section 31520, StanCERA has final authority in the interpretation of retirement matters.

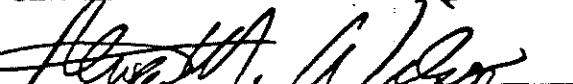
16. COORDINATION WITH CURRENT MEMORANDA OF UNDERSTANDING BETWEEN THE COUNTY AND THE RESPECTIVE EMPLOYEE UNIONS


The parties agree that nothing in this agreement shall abridge or diminish any rights of either party established under the respective memoranda of understanding between the County and the respective employee unions. Where there is a conflict between the individual MOU and this agreement, the terms of this agreement shall prevail.


Signed this 12 day of February, 2002:


FOR THE COUNTY:



Thomas W. Mayfield
Chairman


Reagan M. Wilson
Chief Executive Officer


Gina B. Leguria
Deputy County Counsel


Eileen Melson
Senior Management Consultant



John Sims
Senior Management Consultant


Stan Risen
Senior Management Consultant


Patti Gillihan
Associate Management Consultant


Larry Haugh
Auditor/Controller


FOR THE UNIONS:



Maria DeAnda
AFSCME/SCEA Local 10

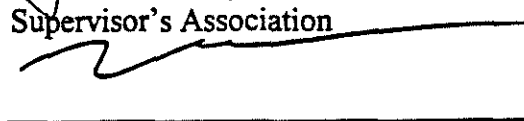

Karen Lee
AFSCME/SCEA Local 10


Valerie McCan-Murrell
SEIU Local 535


Paul Konsdorf
Operating Engineers Local 3


Adam Christianson
Deputy Sheriff's Association


John Hallford
Stanislaus County Sheriff's
Supervisor's Association


WR McKenzie
County Attorney's Association


Janet Sass-McDermott
California Nurses' Association


Lyn Bettencourt
Deputy Probation Officers Association

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA**

Date:

No.

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

Ayes: Supervisors: _____

Noes: Supervisors: _____

Excused or Absent: Supervisors: _____

Abstaining: Supervisor: _____

THE FOLLOWING RESOLUTION WAS ADOPTED:

In re: Adopting the Applicability
of Certain Provisions of the
County Employees Retirement
Law of 1937

WHEREAS, pursuant to Government Code Section 31483, this Board may, by resolution, adopt the applicability of particular provisions of the County Employees Retirement Law of 1937 to members of the Stanislaus County Employees Retirement Association; and

WHEREAS, this Board desires to adopt and implement particular provisions of the County Employees Retirement Law of 1937;

NOW, THEREFORE, BE IT RESOLVED that the following provisions be, and the same hereby are, applied as to members of the Stanislaus County Employees Retirement Association who are in active County service on March 9, 2002 or who are hired into County service on or after March 9, 2002, in accordance with the attached *Enhanced Retirement Benefit Agreement*:

1. The provisions of Section 31664.1 of the Government Code shall apply to Safety members; and
2. The provisions of Section 31676.14 of the Government Code shall apply to General members; and

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk
Stanislaus County Board of Supervisors,
State of California,

By: Deputy

File No.

3. The provisions of Section 31621.3 of the Government Code shall apply;
and
4. The provisions of Section 31621.9 of the Government Code shall apply;
and
5. The provisions of Section 31808(a) of the Government Code are hereby
reaffirmed and shall apply;

BE IT FURTHER RESOLVED that effective March 9, 2002, there shall be two new classes of members of the Stanislaus County Employees Retirement Association, Tier IV shall be comprised of active members of the Stanislaus County Employees Retirement Association who are actively employed and whose services commenced on or before June 30, 1980, and Tier V shall be comprised of active members of the Stanislaus County Employees Retirement Association who are currently employed and whose services commence on and after July 1, 1980.

BE IT FURTHER RESOLVED that effective March 9, 2002, Tier III shall be closed to all new hires of Stanislaus County and the provisions Government Section 31621.3 shall be adopted and implemented in accordance with the provisions outlined in the *Enhanced Retirement Benefit Agreement*.

BE IT FURTHER RESOLVED that effective March 9, 2002, Special Districts who are members of the Stanislaus County Employees Retirement Association may adopt and implement these same provisions of the County Employees Retirement Law of 1937 and make them applicable to their employees who are members of the Stanislaus County Employees Retirement Association.



ATTACHMENT D

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

October 12, 2001

Charles E. Carlson
Business Agent
Stanislaus County Employees Association, AFSCME Local 10
925 Eleventh Street
Modesto, CA 95354-0828

SUBJECT: Clarification of Drug Free Work Place Policy

Dear Chuck:

This sideletter to the labor agreement between the County and Stanislaus County Employees Association, AFSCME Local 10 reflects our mutual understanding concerning Section V, Subsection B of the Stanislaus County Drug Free Work Place policy. It is understood by both parties that the intent of Section V, Subsection B is that all orders from department head or their designee must be given to the employee in writing prior to the employee's submission to drug or alcohol test.

Sincerely,

A handwritten signature in black ink, appearing to read "Reagan M. Wilson", is written over the typed name.

Reagan M. Wilson
Chief Executive Officer

c: Department Heads



ATTACHMENT E

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

October 12, 2001

Charles E. Carlson
Business Agent
Stanislaus County Employees Association, AFSCME Local 10
925 Eleventh Street
Modesto, CA 95354-0828

SUBJECT: Social Worker Supervisor Classification Study

Dear Chuck:

The County and the Union agree that the classifications of Social Worker Supervisor I and II will be included in the equity study to be performed by the County on the Social Worker series.

Sincerely,

A handwritten signature in black ink, appearing to read "Reagan M. Wilson", is written over the typed name and title.

Reagan M. Wilson
Chief Executive Officer



ATTACHMENT F

DEPARTMENT OF PUBLIC WORKS

George Stillman
Director

1010 10TH Street, Suite 3500, Modesto, CA 95354
Phone: 209.525.6550

October 3, 2001

Memo to: Morgan Shop Heavy Equipment Mechanics
From: David Nordell
Public Works Manager
Subject: Evening Shift Assignment – Morgan Shop

Thank you for your willingness to assist our department in improving customer service by expanding the Morgan Shop hours. These expanded hours will permit us to increase our efficiency by servicing vehicles after hours. This particularly applies to our specialty vehicles that we need to operate in the field each day. As you know if we need to repair, inspect or service these vehicles under the current schedule, it means these vehicles are not available for use by our road crews, thereby delaying work in the field we would like to complete.

My vision for the second shift is that three staff will work that shift. The hours will be 11:30 am to 10:00 pm with one half hour for dinner. We plan to assign the two most recently hired staff to the shift and believe we may have one individual who has voluntarily agreed to work the shift. Employees working this schedule will be granted 5% shift differential consistent with current county policy.

The plan is that safety inspections, servicing and vehicle repairs would be completed on our equipment during this shift.

In the event we are short staffed on this shift and say we only have one mechanic available to work at night I would expect the following to occur:

1. Work would be limited to safety inspections and service on vehicles and some light repair work. This would include vehicle safety checks, oil changes, etc.
2. Minor repairs with equipment on the floor could be performed. Equipment repairs or servicing that requires overhead lifting by working on the floor with Jackstands shall not be performed when no other staff members are present. Work using the four post lifting hoist to change oil at night or perform minor repairs would be permissible, so long as no heavy objects are removed from the vehicle or are installed. For example I would not want to see one of our mechanics, without backup staff changing a heavy duty starter.

The bottomline is that I don't want to see any of our employees hurt on the job. I am concerned about your safety and intend to do what I can to ensure that all measures are taken to protect you from injury. I hope this provides you with the clarification necessary. Please contact Mel or me if you have any questions.

Thank you again for your cooperation.

c: Charles E. Carlson, Business Agent
George Stillman, Director of Public Works

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