

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

DEPT: Chief Executive Office

BOARD AGENDA # \*B-12

Urgent

Routine

AGENDA DATE April 22, 2008

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of Labor Agreement between the County and Stanislaus County Sheriff's Management Association Representing the Lieutenant and Custodial Lieutenant Bargaining Unit

STAFF RECOMMENDATIONS:

1. Approve the provisions contained within the tentative agreement reached between the County and the Stanislaus County Sheriff's Management Association Representing the Lieutenant and Custodial Lieutenant Bargaining Unit.
2. Amend the "Salary and Position Allocation Resolution" to reflect the changes included in the tentative agreement.
3. Authorize the Chairman of the Board of Supervisors and all parties to sign the agreement.

FISCAL IMPACT:

The new agreement with the Stanislaus County Sheriff's Management Association (SCSMA) is effective March 1, 2008 through February 28, 2009. The estimated cost of the agreement is \$16,000 in the current Fiscal Year, and \$90,000 in Fiscal Year 2008-2009. Increased costs in the current fiscal year will be absorbed in the Sheriff's Department's existing General Fund budget units.

BOARD ACTION AS FOLLOWS:

No. 2008-287

On motion of Supervisor Grover, Seconded by Supervisor DeMartini

and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini, and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**DISCUSSION:**

The County and SCSMA have been without a negotiated agreement since March 1, 2007. Negotiations were conducted throughout 2007 and resulted in a declaration of final impasse in December 2007. At that time, the Board of Supervisors approved a recommended 3% salary increase for all bargaining unit employees in the absence of a negotiated agreement.

Negotiations for the current contract year were initiated in January 2008. The County and SCSMA reached a new tentative agreement for a 12-month period. The tentative agreement has been ratified by the members of the Lieutenant and Custodial Lieutenant Bargaining Unit and includes the following negotiated items:

- Term Of Agreement  
12 Months (effective March 1, 2008 through February 28, 2009)
- Wage Increase  
4.0% for all members effective the first full pay period following Board approval
- Assignment Pay  
Add 2.5% assignment pay for Lieutenants assigned to manage the Field Training Officer (FTO) program (no more than one Lieutenant and one Custodial Lieutenant), effective the first full pay period following Board approval

**POLICY ISSUES:**

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

**STAFFING IMPACT:**


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


**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF STANISLAUS AND  
THE STANISLAUS SHERIFF'S MANAGEMENT ASSOCIATION**

This agreement is entered into between the County of Stanislaus and the Stanislaus County Sheriff's Management Association (SSMA) representing the Lieutenant and Custodial Lieutenant's Bargaining Unit.


Pursuant to the Employee relations Ordinance of the County and Section 3500 et seq. of the Government Code, the duly authorized representatives of the County and the SSMA, 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.

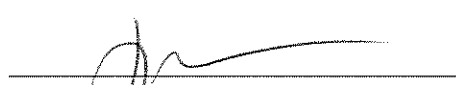
**FOR THE COUNTY:**

  
Jim DeMartini Vice-Chairman  
Board of Supervisors

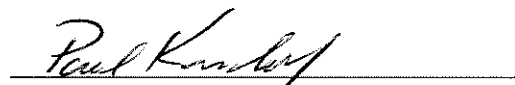
  
Richard W. Robinson  
Chief Executive Officer

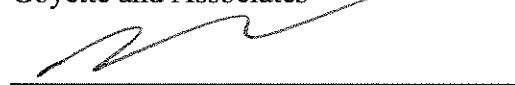
  
Jody Hayes  
Deputy Executive Officer


  
William Heyne  
Undersheriff

  
Jennifer Wharton  
Associate Management Consultant

**FOR SSMA:**

  
Paul Konsdorf, Labor Representative  
Goyette and Associates

  
Darrell Frietas  
President

  
Gregg Clifton  
Vice President

  
Brenda Suarez  
Secretary/Treasurer

**DATE SIGNED** \_\_\_\_\_

NOV 18 2008

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ATTACHMENTS

A -PERFORMANCE BASED PAY PROCESS GUIDELINES

B -REDUCTION-IN-FORCE POLICY

C -HEALTH INSURANCE AGREEMENT, JANUARY 1, 2006

1. EMPLOYEES COVERED

This agreement covers the wages, hours, terms and conditions of employment for the term of the agreement for those employees in the classification of Lieutenant and Custodial Lieutenant.

2. TERM OF THE AGREEMENT

The agreement shall remain in full force and effect for a twelve-month period commencing on March 1, 2008 and ending at midnight on Feb 28, 2009. The parties may agree to extend the term of this agreement while meeting and conferring is in progress over renewal of the agreement. Unless otherwise agreed to by parties all changes are effective upon ratification of the union and approval by the Board of Supervisors.

3. NO STRIKE

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

4. NON-DISCRIMINATION/FAIR REPRESENTATION

A. The parties agree that the provisions of this agreement shall be applied without favor or discrimination based upon race, ancestry, religion, color, age, national origin, political affiliation or belief, disability (includes persons with AIDS or those with a record of or regarded as having a substantially limiting impairment), or medical condition (cancer related), pregnancy related condition, sex, marital status or sexual orientation. The parties agree to recognize, respect, and support the County's commitment to nondiscrimination in employment as set forth in the County's Equal Opportunity Employment Program. The SSMA agrees to encourage its members to assist in the promotion of that program.

B. The SSMA agrees to acknowledge its responsibility to fairly represent all employees in the bargaining unit without regard to race, ancestry, religion, color, age, national origin, political affiliation or belief, disability (includes persons with AIDS or those with a record of or regarded as having a substantially limiting impairment), medical condition, (cancer related), pregnancy related condition, sex, marital status or sexual orientation, job classification, or employment status and in compliance with State laws. County acknowledges and agrees that it shall not discriminate or take adverse action against employees on the basis of their choice of SSMA representation.

Nothing in this section shall give rise to a separate grievance outside of the EEO grievance process.

5. SAFETY PROGRAM SUPPORT

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

6. COUNTY RIGHTS

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

7. COMPENSATION

A. Salary Increase

Effective the first full pay period following Board approval on April 22, 2008 the classifications of Lieutenant and Custodial Lieutenant shall receive a salary increase of four (4.0%) percent.

B. Pay for Performance Process

The parties agree to follow the performance based pay process guidelines attached.

C. Salary on Promotion

The County shall continue to guarantee a five percent (5%) minimum salary increase on promotion in accordance with the existing County Code provisions. In addition to the five percent (5%) minimum salary increase on promotion, Lieutenants are given an additional 3.75% base pay when promoted from Sergeant to compensate for the loss of retirement pick up

D. Overtime

Lieutenants are designated as "exempt" from the overtime requirements of the FLSA.



Lieutenants may be asked to perform duties outside regularly scheduled duty hours, without additional compensation as part of their job requirements. The County has the right to require employees covered by this Memorandum to work outside regular duty hours as necessary.

E. Advanced POST Certificate

Those individuals possessing an Advanced POST Certificate will receive the County POST Advanced Certificate premium of five (5.0%) percent of base salary. POST Certificate pay is non-cumulative.

F. Retirement

1. Members of the bargaining unit shall receive upon retirement three percent (3%) of base salary at age fifty (50) as outlined in Government Code Section 31664.1, including the highest consecutive twelve (12) months as designated by the employee.
2. Employees who are members of the Stanislaus County Employee's Retirement Association who have thirty (30) years of County service will cease to make employee contributions into the retirement system.

Management employees, shall, upon approval, be limited in their vacation cashout, or conversion to deferred compensation, to an amount which will not exceed the amount of vacation time earned in a calendar year period. The amount of vacation that can be earned in any given year period will include Special Vacation Time defined in Stanislaus County Ordinance Section 3.36.020(D) will include all holiday time that converts to vacation time; this vacation time, if cashed out or converted to deferred compensation, other than the lump sum final payoff upon termination, shall, consistent with the Ventura decision, be included with the calculation of final compensation for retirement purposes, consistent with the employee's applicable retirement tier; and, consistent with the application of the recent California Supreme Court decision in the Ventura case, "Old Holiday" time that continues to be on employee accrual balances, shall not be included as part of the final compensation for retirement purposes if cashed out according to current policy.

G. Special Assignment Pay Provisions

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

1. Special Pay Assignments

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

2. Removal/Transfer from Special Pay Assignments

- Removal or a standard transfer at the conclusion of the term is not subject to appeal.
- Involuntary removal from special pay assignments during the term of the assignment or removal for disciplinary reasons is subject to appeal and may be appealed under the applicable procedures set forth in the Memorandum of Understanding or under the procedures in the Public Safety Officers Procedural Bill of Rights Act (POBR).
- Removal from special pay assignments for business or operational reasons during the term of the assignment is not subject to appeal.
- The assignment pay shall continue until the conclusion of the term of the assignment. (See White v. City of Sacramento)
- In all cases, upon the request of the employee, a meeting may be scheduled with the Sheriff to review the facts regarding non-renewal of appointments.
- Voluntary removal by the employee is not precluded.

3. Temporary Assignments

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

4. Additional compensation in the amount of two and one-half percent (2.5%) of base pay shall be paid for the following assignments: Air Support Unit, Bomb Team, Canine Unit, Detective Unit, Dive Squad, POSSE and SWAT. Additional compensation in the amount of five percent (5%) of base pay shall be paid for the assignment of Chief.

5. Additional compensation in the amount of two and one-half percent (2.5%) shall be paid for Lieutenants assigned to manage the Field Training Officer

(FTO) program (no more than one Lieutenant and one Custodial Lieutenant), effective the first full pay period following Board approval on April 22, 2008.

5. The additional compensation as described herein may be earned by one (1) incumbent for as many special pay assignments as the Sheriff assigns and approves.
6. Such assignment pay shall not be paid: (a) during periods of absences for disability leaves (including, without limitation, 4850 leave); (b) unpaid leaves of absence; or (c) any time during which the employee is unable to perform the assignment for a full pay period.

8. HOLIDAY/VACATION TIME PROVISIONS

A. County Holiday Policy

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

New Year's Day, January 1st  
The third Monday in January, Martin Luther King Day  
The third Monday in February, Washington's Birthday  
The last Monday in May, Memorial Day  
Independence Day, July 4<sup>th</sup>  
First Monday in September, Labor Day  
Veterans Day, November 11<sup>th</sup>  
Thanksgiving Day  
The day after Thanksgiving Day  
Christmas Eve, December 24<sup>th</sup> (four (4) hours only)  
Christmas Day, December 25<sup>th</sup>

Employees shall be considered "working the holiday" based upon the start date of their shift.

B. Combining Optional Holiday Time with Vacation

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

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

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

C. Vacation Credit for Holidays

1. Exceptions to when equivalent vacation time is credited are as follows:
  - a. New hires or employees who return from leave of absence shall receive vacation credit for a holiday if the first day worked is on or before the holiday.
  - b. Terminated or discharged employees, or those beginning an unpaid leave of absence, shall accrue vacation credit for a holiday if the last day for which pay is received falls after the holiday, or if the last day worked falls on the holiday.
  - c. Employees on disciplinary suspension without pay shall not receive vacation credit for a holiday occurring during the period without pay.
  - d. Employees taking time off without pay shall not accrue the holiday if they are on an unpaid status during the major portion of the pay period.
2. Employees who are required to attend training on a holiday shall receive equivalent vacation time credit on an hour for hour basis.

D. Vacation Accumulation Maximum

Vacation time in the amount not to exceed a maximum of 800 hours plus one calendar year accruals shall be carried over on employee accrual balances from year to year.

The parties agree that, employees who have reached the maximum vacation accumulation 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 maximum. It is the policy of the County that the employees take at least their normal vacation each year; provided, however, that for reasons deemed sufficient by their department head, an employee may, with the consent of the department head, take less than the normal vacation time with a correspondingly longer vacation the following year.

Employees who are nearing the vacation accumulation maximum of eight hundred (800) hours, or their general or special limit pursuant to County ordinance 3.36.010 (12/23/95), shall receive notification from the department. Employees are encouraged to request vacation upon receiving this notice pursuant to department procedures.

Failure by the employee to make a good faith effort to request vacation in accordance with departmental procedures, will result in vacation accrual stoppage at 800 hours plus one calendar year accruals.

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

E. Limited Cash Conversion

The parties agree that employees may request conversion into cash payments not more frequently more than twice in any twelve (12) month period. The cash out payment is limited to budget constraints. For retirement purposes see section 7-F.

F. Vacation Accumulation Rate

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

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

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

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

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

In addition, thirty-two (32) hours additional vacation is credited to each employee's vacation accumulation in January of each year. Those employees hired during the months of January through November will receive the full 32 hours of vacation Credit. Those management employees hired during the month of December will receive this additional 32 hours vacation credit only if they work the majority of the working days in that month.

G. Management Leave

Forty (40) hours of management leave shall be available for management employees

each calendar year. This time is intended to recognize the additional uncompensated time worked by management employees. This management leave requires department approval before it can be taken, and if not taken, cannot be carried over to the following calendar year and is not subject to cash-out.

H. Time Bank

Effective January 1, 2005 every member shall contribute eight (8) hours from Management leave. January 1<sup>st</sup> of each subsequent year, every employee covered by this agreement shall contribute an equal amount of hours, or portions thereof, from vacation to create a bank of two hundred fifty (250) hours to be used for SSMA business. The unused hours in any year shall be carried over to the next year. However, the maximum number of hours in the time bank shall be capped at three hundred (300) hours. The time bank shall not be subject to cashout nor shall it be returned to contributing employees.

The time bank shall be used for SSMA business and shall be approved in advance by the SSMA president. SSMA shall endeavor to provide reasonable and timely notice for all time bank leave requests. Requests for time bank leave shall be submitted and approved consistent with the Sheriff's existing policy for approval of vacation time. The SSMA recognizes that the Sheriff shall not be obligated to hire relief personnel on an overtime basis in order for a time bank leave request to be approved, nor shall previously approved leave requests of other Sheriff's personnel be subject to cancellation so that SSMA time bank requests can be approved.

Furthermore, the County will contribute an additional eighty (80) hours annually. This supplementary time may only be used when it is of benefit for SSMA and the County, as determined by the SSMA president. Requests for time off shall be noted as County time and submitted as described above.

9. LEAVES OF ABSENCE

- A. The parties agree that the County's leave of absence policy shall remain unchanged during the life of this agreement and that leaves of absence without pay may be approved for probationary employees. Further, as a condition for a leave of absence without pay to continue, the County may require the employee on leave to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved.
- B. Unpaid leaves of absences, or other absences (other than paid vacation), greater than three weeks shall not count toward the minimum service period required to achieve permanent status.
- C. The parties further agree that the County's leave of absence policy shall change to reflect the fact that the granting of any leave of absence without pay or other time off without pay exceeding fifteen (15) calendar days shall cause the employee's date of

eligibility for increased vacation accrual rates to be postponed by the equivalent number of days to the nearest number of days for which the leave of absence is granted based on the number of calendar days in such month.

10. AUTOMATIC RESIGNATION

The parties agree that an employee who is absent without authorization and without contacting his or her supervisor for three (3) consecutive working shifts, or longer, shall be presumed to have voluntarily resigned from County service, effective on the date at which the unauthorized absence began. The provisions of County Code Section 3.28.130 (Petition to Set Aside Resignation) shall apply. The parties agree that members of the unit do not waive any right to a hearing or other due process by this section or any rights under the "Peace Officer Bill of Rights."

11. MAXIMUM SUSPENSION

The parties agree that the maximum time period during which an employee may be suspended for cause pursuant to County discipline policies is for one full work week or weeks, as that term is or may be defined by FLSA, unless for a major safety infraction.

12. ARBITRATION EXPENSES

This provision shall apply in the event that an individual, as opposed to the SSMA, pursues arbitration. Prior to engaging the services of an arbitrator or court reporter, the individual shall make a deposit covering each day of arbitration, and certify that he or she is individually responsible for the costs of the arbitrator and court reporter, and that the County will have no responsibility to pay for the individual's share of costs as specified in the grievance and arbitration procedure. An arbitrator shall have no jurisdiction to order that the County assume responsibility for paying an individual's share of grievance and arbitration costs.

13. PROBATIONARY PERIOD

A. Length of Probationary Period

Any newly appointed employee shall serve a maximum probationary period of eighteen (18) months total. Current employees of the Stanislaus County Sheriff's department shall serve a maximum probationary period of twelve (12) months total, which shall not be extended. Employees who have held permanent status in the class, shall not serve a new probationary period.

B. No Charges on Probationary Terminations

The parties agree that the County shall no longer be required to prepare a statement to the file as to why an individual's probationary period was terminated.

C. Extension of Probationary Periods

Any absence without pay exceeding fifteen (15) calendar days shall cause the employee's probationary period to be extended by the number of calendar days of such absence.

14. REDUCTION-IN-FORCE POLICY

A joint Reduction-In-Force policy has been established and agreed to for the following four bargaining units effective January 1, 2006:

Custodial Deputy Sheriffs Bargaining Unit  
Sworn Deputy Sheriffs Bargaining Unit  
Sheriff's Supervisor Bargaining Unit  
Sheriff's Management Bargaining Unit

The parties agree that the joint Reduction-In-Force Policy included in this agreement as Attachment B, applies to all employees covered by this agreement. The joint Reduction-In-Force Policy may only be amended by mutual agreement of the County and all four represented bargaining units.

15. HEALTH CARE

A. Group Plans Available

The parties agree that health, dental and vision plans shall be made available to County employees and, where applicable, their dependents through a flexible benefits plan. The parties acknowledge these plans are, except the self-insured dental and vision plans, independent group health plans which may adjust their respective premiums or benefits as deemed necessary by the plan provider. Unless otherwise agreed to by the parties, the County's contribution is fixed and any increase in premiums is the responsibility of the employee.

B. Health Insurance

The parties recognize that the County has joined Pacific Business Group on Health (PBGH). PBGH sets its rates in June of each year. The parties agree to meet and confer in the Joint Task Force for discussion of health insurance when rates become available. These rates will be available in June of each year. Current benefits and flexible benefits will stay in effect until January of the following year unless otherwise agreed to.

C. Group Dental and Vision

The parties have agreed that self-insured dental and vision plan shall be made available by the County for County employees and their dependents as part of the



cafeteria plan.

D. Physical Examination

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

E. Eye Examination – ID

All members of the bargaining unit assigned to the Sheriff's Department ID Division shall be eligible each year for one (1) extra eye exam and replacement of lenses only if necessary. This exam is in addition to the exam provided by the employee's respective vision insurance plan.

16. BENEFITS

A. Life Insurance

Employees enrolled in one of the health insurance plans shall be eligible for a thirty thousand dollar (\$30,000) term life insurance policy. This benefit is available for the employee only. Additional life insurance may be purchased at employee expense through the cafeteria plan.

B. Deferred Compensation

The County will contribute into a deferred compensation plan 1.5% of base salary for employees.

C. Disability

The county provides a limited income protection plan which provides that if you are completely disabled due to illness or injury (not work-related) the County will continue paying 50% of your monthly salary for up to twelve months starting on the 30th day of disability.

The County provides long term disability insurance coverage. The plan shall be commensurate with all other management employees (bargaining unit M) benefit.

D. Professional Development

An annual amount of seven hundred dollars (\$700.00) may be used for cost reimbursement for professional association dues, books, tuition, conference fees and related travel, hotel and meal expenses for job-related or professional development related courses which the employee wishes to attend. Additionally, professional development reimbursement may be used for the purchase of computers and related hardware, software, etc.

The parties agree to broaden the definition of professional development to include the purchase firearms and exercise equipment as well as reimbursement for fitness membership dues only, excluding social membership, golf, etc. The intent is to use professional development reimbursement for health and fitness only.

The allowance is prorated for new hires, based on the date of hire, and prorated for any periods of unpaid leave status. Professional development allowance must be used or it expires at year-end.

E. Car Allowance

Management employees excluding Department Heads, who use their private vehicles consistently in the course of County work may be granted \$1,200 (or \$2,400) per year car allowance, in addition to mileage for both in-county and out-of-county travel, based on determination by the Department Head. This is considered taxable additional compensation and is reported to the IRS. The Chief Executive Officer shall maintain specific policy guidelines regarding the administration of this benefit

F. The County shall extend to members of the bargaining unit the Dependent Care Assistance and Medical Expense Reimbursement program.

17. IRS CODE SECTIONS

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

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

C. The County shall extend to members of the bargaining unit the Dependent Care Assistance and Medical Expense Reimbursement program currently available for management and confidential employees as soon as possible after the signing of the Memorandum of Understanding (MOU).

18. PAYROLL DEDUCTIONS

A. Payroll Deduction

The County agrees to maintain a payroll deduction for members of this bargaining unit who voluntarily approve of such deduction in an amount determined by the SSMA and consistent with the requirements of the Auditor-Controller.

B. Credit Union Deduction

The parties agree that the County shall provide a voluntary payroll deduction for the Credit Union.

19. MILEAGE REIMBURSEMENT

Mileage reimbursement rates will be established by the County Auditor-Controller effective January of each year based on the rates published by the IRS. This provision will be implemented in January 2007.

20. FUTURE MEET AND CONFER TOPICS

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

A. Health and Welfare Benefits

B. Retiree Health Care

C. Amend Stanislaus County Personnel Policies

1) SCPP 3.08.050 to include Psychologists

2) SCPP 3.28.130 to redefine time limits to appeal dismissal for Absent Without Leave (AWOL)

D. Examine Medical Terminations Pursuant to Section 19253.5(a) Government Code

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

21. PERSONAL PROPERTY DAMAGE PROCEDURE

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

recognizes the fact that many articles of clothing wear out with age and would be replaced in the normal course.

22. SICK LEAVE

A. Sick Leave Cashout

The parties agree that the sick leave policy of the County in effect immediately prior to the commencement of this agreement shall remain in effect during the term of this agreement, with the exception that the policy of the County concerning pay for a portion of accrued sick leave upon termination of County employment shall be amended as follows in the consideration of the salary and other fringe benefit increases in this agreement. The parties agree that employees who terminate from County service as a result of death, non-service connected disability retirement, or service retirement shall be eligible to receive cash for accrued, but unused sick leave on the books at the rate of seventy-five percent (75%) of the salary equivalent of such sick leave.

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

The maximum amount of sick leave that shall be applied toward the cashout provisions as provided for herein shall be six hundred (600) hours. For example, if an employee retires from County service, he or she would be cashed out for seventy-five percent (75%) of six hundred (600) hours or four hundred fifty (450) hours. Time in excess of the six hundred (600) hours shall continue to accrue and be used in the case of illness.

In addition, any current employee who has accrued time in excess of six hundred (600) hours shall, upon retirement, consistent with current MOU provisions, cash out the amount of time accrued as of the pay period ending January 6, 1995 or the end of the last pay period in October, whichever time is higher. The total sick leave accrual on the date for each employee shall become the employee's individual maximum or cap for sick leave cashout purposes while the employee remains in the continuous employment of the County. For example, if the employee has one thousand (1,000) hours on the date the cashout maximum takes effect, he or she would be cashed out for seventy-five percent (75%) of one thousand (1,000) hours or seven hundred fifty (750) hours upon retirement. Any time accrued and in excess of this time shall not be subject to cashout. The County agrees that any sick leave credited toward retirement of the employee will be made in good faith.

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

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

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

The parties recognize that employees covered by this agreement participate in the DSA Medical Trust. Upon retirement, any sick leave cash-out benefits shall be directed to the DSA Medical Trust. This program must continue to meet the criteria of the Auditor-Controller and Internal Revenue Codes for tax purposes. This provision has no effect on the percentage of sick leave cash-out.

23. UNIFORM ALLOWANCE

The parties agree that uniform allowance shall be one thousand one hundred twenty dollars (\$1,120.00) per year, paid monthly on a pro-rata basis. Effective at the beginning of the first full pay period following July 1, 2006 the County shall pay (\$1,170.00) per year.

No uniform allowances shall be provided to employees absent from duty for three (3) or more consecutive calendar months on 4850 or other disability-related leave.

24. BODY ARMOR

The Sheriff will provide Threat Level IIA body armor to all sworn personnel in the Operations Division. All such personnel are required to wear the body armor; provided, however, the Sheriff may designate exceptions to the requirement for certain personnel. The Sheriff's designation of exceptions is not grievable or arbitrable.

25. RETIREE MEDICAL TRUST

The parties agree to allow the SSMA to participate in the Central Valley Retiree Benefit Trust including requiring a payroll deduction in order to participate. Effective the first full pay period after December 1, 2004 a non-taxable deduction of one-percent (1%) of the employee's salary shall be directed to the retiree medical trust.

26. 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.

27. FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memorandum of Understandings, and Agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.
- B. It is the intent of the parties that ordinances, Board resolutions, rules and regulations enacted pursuant to this Agreement be administered and observed in good faith.
- C. Nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this Agreement.