

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

DEPT: Chief Executive Office

BOARD AGENDA # \*B-4

Urgent

Routine

*ort*

AGENDA DATE December 15, 2009

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of the Labor Agreement Between the County of Stanislaus and the Stanislaus Sworn Deputies Association Representing the Sworn Deputies Bargaining Unit

STAFF RECOMMENDATIONS:

1. Approve the provisions contained within the tentative agreement reached between the County and the Stanislaus Sworn Deputies Association representing the Sworn Deputies bargaining unit.
2. Authorize the Chairman of the Board of Supervisors and all parties to sign the agreement.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended tentative agreement. The agreement does not include any new wage or salary related benefit increases for the Sworn Deputy Sheriff's bargaining unit during the term of the agreement.

BOARD ACTION AS FOLLOWS:

No. 2009-828

On motion of Supervisor Monteith, Seconded by Supervisor Grover

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the Labor Agreement Between the County of Stanislaus and the Stanislaus Sworn Deputies Association Representing the Sworn Deputies Bargaining Unit  
Page 2

**Discussion:**

The prior agreement between the County and the Sworn Deputy Sheriff's bargaining unit expired on June 30, 2009. Prior to the expiration of the existing agreement, representation of the Sworn Deputy Sheriff's bargaining unit was transferred from the Stanislaus County Deputy Sheriff's Association (SCDSA) to the Stanislaus Sworn Deputies Association (SSDA), pursuant to an election of the bargaining unit members. The bargaining unit currently represents approximately 180 members.

The County has negotiated a new tentative agreement with the SSDA. The new tentative agreement has been ratified by the members of the bargaining unit. The agreement covers an 18-month term from July 1, 2009 through December 31, 2010. The parties have agreed not to implement any wage increases during this time due to the County's ongoing budget deficit. This agreement is also contingent upon the County not implementing any new salary increases for other County bargaining units.

The tentative agreement summary is attached to this agenda item and includes the following negotiated items: employee wages, overtime eligibility, Association Time Bank, on-call pay eligibility, special assignment terms, shift bidding procedures, safety equipment, bilingual pay eligibility and contract language clean-up . Unless specifically stated, all negotiated agreements are effective upon approval of the Board of Supervisors.

**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.

**Sheriff Sworn Deputy Negotiations  
Tentative Agreement  
December 15, 2009**

Term	18-months July 1, 2009 through December 31, 2010
Salary	The parties agree that a base wage salary increase will not be implemented during the term of this agreement. Sworn Deputies will be eligible for a salary increase only if the County provides any new salary increases to other County bargaining units during the term of this agreement (including any new compensation related benefits that affect more than twenty-five percent of any bargaining unit).
Overtime	Language added to the agreement to clarify overtime eligibility and the calculation of overtime hours. Overtime shall be compensated at a rate of time and one-half for all time worked beyond 80 hours in a pay period. In calculating overtime eligibility, sick leave taken shall not be considered as "time worked." All other forms of paid time off shall be considered "time worked" for the purpose of overtime eligibility.
Association Time Bank	Language added to the agreement to establish a new Association Time Bank to replace contributions previously made by employees to the Deputy Sheriff's Association Time Bank. Upon ratification of this agreement, each employee covered by this bargaining unit shall contribute two and a half (2.5) hours of vacation leave to the new Association Time Bank to assist SSDA members in attending educational workshops and training conferences.
Special Assignment Terms	Clarified the terms and length of special assignment positions.
Shift and Squad Bidding	Modified the annual shift process. Sworn Deputies now bid for shifts in January and July each year.
Safety Equipment	Modified language to include the inventory of safety equipment used by Sworn Deputies.
Bilingual Pay	Modified to include the list of languages currently recognized by the County to receive bilingual pay.
On-call Pay	Modified timeframe and location deemed "available and accessible" to require that Sworn Deputies receiving on-call pay must be available to leave their place of residence within 30-minutes of receiving an order to return to work.
Language Clean Up	Deleted/modified outdated language in the agreement in the following sections: Call-back, Acting Sergeant Compensation, Combining Optional Holiday Time with Vacation, Approved

	Vacations, Leaves of Absence, Arbitration Expenses, Group Insurance Benefits, Payroll Deductions/Agency Shop, Voluntary Fitness Challenge Program, and Physical and Eye Examinations.
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The complete language for all tentative agreements is located in the Memorandum of Understanding (MOU) between the County and the Stanislaus Sworn Deputies Association representing the Sworn Deputies bargaining unit. This document is intended to summarize the changes in the MOU agreed to in the negotiations process. The language in the MOU represents the final binding terms of the agreement between the parties.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF STANISLAUS AND  
THE STANISLAUS SWORN DEPUTIES ASSOCIATION (SSDA)**


BOARD OF SUPERVISORS

2010 JAN 22 P 12:37


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

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

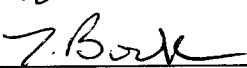
**FOR THE COUNTY:**

  
\_\_\_\_\_  
Jim DeMartini, Chair  
Board of Supervisors

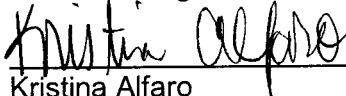
  
\_\_\_\_\_  
Richard W. Robinson  
Chief Executive Officer

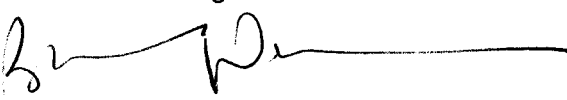
  
\_\_\_\_\_  
William Heyne  
Undersheriff

  
\_\_\_\_\_  
Jody Hayes  
Deputy Executive Officer

  
\_\_\_\_\_  
Tim Beck  
Captain

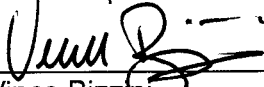
  
\_\_\_\_\_  
Jim Kwartz  
Senior Management Consultant

  
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Kristina Alfaro  
Assistant Management Consultant

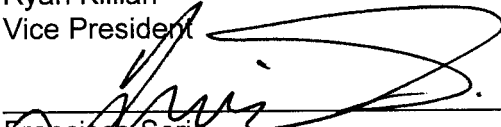
  
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Brandi Welsh  
Management Consultant

**FOR SSDA:**

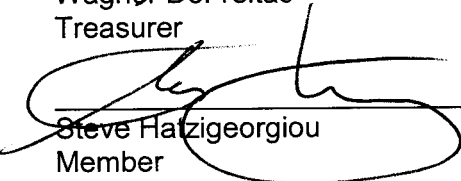
  
\_\_\_\_\_  
Michael W. Jarvis  
Labor Representative

  
\_\_\_\_\_  
Vince Bizzini  
President

  
\_\_\_\_\_  
Ryan Killian  
Vice President

  
\_\_\_\_\_  
Francisco Soria  
Secretary

  
\_\_\_\_\_  
Wagner DeFreitas  
Treasurer

  
\_\_\_\_\_  
Steve Hatzigeorgiou  
Member

DATE SIGNED January 22, 2010

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ATTACHMENTS

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



1. EMPLOYEES COVERED

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

2. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect for an eighteen (18) month period commencing on July 1, 2009 and ending on December 31, 2010.

3. NO STRIKE

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

4. NON-DISCRIMINATION/FAIR REPRESENTATION

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

B. The SSDA 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 SSDA representation.

5. SAFETY PROGRAM SUPPORT

The SSDA 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

The parties agree that a base wage salary increase will not be implemented during the term of this agreement. However, members of the Sworn Deputies bargaining unit will be provided any new base wage or compensation increases (including any compensation related benefit that affects more than twenty-five percent of any bargaining unit) approved by the Board of Supervisors on or after implementation of this agreement and effective during the term of this agreement.

### B. Salary Administration

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

The second change concerns the County's policy of postponing the employee's anniversary date by the number of months during which an employee was granted a leave of absence without pay. The parties agree to a change in this policy so that any leave of absence without pay,

or other time off without pay exceeding fifteen (15) calendar days, shall cause the employee's anniversary date to be postponed by the equivalent number of calendar days.

C. Salary on Promotion

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

D. On-Call Pay

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

A member is deemed "available and accessible" when:

- they can leave their residence within thirty (30) minutes and respond in a reasonable time, and
- there is no alcohol impairment

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

E. Overtime

1. Overtime shall be compensated at a rate of time and one-half of the employee's regular rate of pay for all time worked beyond 80 hours in a pay period. In calculating overtime eligibility, sick leave time taken shall not be considered as time "worked". All other forms of paid time off in the form of vacation time, compensatory time, bereavement leave, jury duty, holiday pay, military leave, etc. shall be considered time "worked" for the purpose of overtime eligibility.
2. When an employee exceeds their scheduled work hours, the Department may flex the employee's remaining work schedule in the pay period for up to four (4) hours without mutual agreement of the employee. When an employee has accumulated over (4) hours of additional work in the pay period, or for any additional work performed on a non-scheduled work day, the employer may flex the employee's remaining work schedule in the pay period by mutual agreement.
3. An employee ordered to work on a regular day off (RDO), a compensatory time off (CTO) day, or approved vacation day, shall be

compensated at time and one half for time worked. Employees who volunteer to work on a RDO, CTO or vacation day, shall be paid in accordance with Section 7 (E-1) of the agreement.

F. Compensatory Time Off (CTO)

Overtime worked is accrued at one and one half pay rate. Employees who voluntarily work overtime to replace another employee who uses CTO to take time off shall only be paid for hours worked.

Compensatory time may be accrued to a maximum of two hundred and forty (240) hours. Accumulation of CTO in excess of the maximum shall be paid. Employees may submit requests at a minimum of eight (8) hours to cashout accumulated compensatory time. The County shall cashout such request in the following pay period in which it is received.

Employees may be permitted to use CTO within a reasonable period of time of a request as long as the request for time off does not unduly disrupt department operations. The department shall make a good faith effort to approve the request and notify the employee as soon as practical. If vacation relief or other coverage is not available, the request shall be posted and/or made available for voluntary coverage.

Employees may not demand specific date(s) off using CTO, nor may the department order employees to take time off as CTO.

All employees who promote shall cashout the total accumulation of compensatory time at the employee's pay rate immediately prior to the promotion.

G. Call-Back

The parties agree that the three (3) hour minimum call-back shall apply to members of the bargaining unit in any official call-back situation.

H. Court Pay

Any deputy summoned to court or hearing during his or her off-duty time arising from the course and scope of employment shall be compensated at time and one-half.

Any appearance during an employee's off-duty time during the a.m. hours shall be compensated once with a minimum of four (4) hours at time and one half. Any time spent beyond four (4) consecutive a.m. hours shall be compensated at time and one half.

In addition, any appearance during an employee's off-duty time during the p.m. hours shall be compensated with a minimum of four (4) hours at time and one half. Any time spent beyond four (4) consecutive p.m. hours shall be paid at time and one half.

The minimum as described above shall only be paid for appearances that are one (1) hour or more beyond the beginning or ending of a regularly assigned shift. Appearances that are within one (1) hour of the beginning or ending of a regularly assigned shift are considered continuation of shift and shall be compensated at time and one half.

Employees subpoenaed to appear in court shall call in to the Sheriff's Department within twenty-four (24) hours prior to the day of the required court appearance in order to determine whether the subpoena has been canceled. Should the employee fail to call the Sheriff's Department within the twenty-four (24) hour period and appear at court for a case which has been canceled, court pay shall not be paid to the employee.

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

I. POST Certificate

Employees who possess a POST Intermediate Certificate shall receive two and one half percent (2.5) percent of base salary.

Employees who possess a POST Advanced Certificate shall receive an additional two and one half (2.5) percent, for a total premium pay of five (5.0) percent of base salary.

J. Acting Sergeant Compensation

Employees assigned as Sergeant for a minimum of two (2) hours shall receive an additional 7.5% compensation above their base rate of pay for each hour worked.

K. Retirement

1. Members of the bargaining unit shall receive upon retirement three percent (3%) of base salary at age fifty (50). Effective with the implementation of three percent (3%) of base salary at fifty (50), retirement benefits for all employees shall be calculated on the single highest twelve (12) consecutive months.

2. Employee retirement contribution rates are established by the Stanislaus County Employee Retirement Association (STANCERA). The County agrees to pay portions of the employee retirement contribution rates for all employees during the term of this agreement as follows:

a. Up to the first full pay period following February 28, 2006 the County shall pay a portion of the employee's retirement contribution rate (Basic and COLA) to STANCERA equal to three and three quarters percent (3.75%) of the employee's retirement eligible earnings.

- b. Effective the first full pay period following February 28, 2006 the County shall pay an additional one and one half percent (1.5%) of the employee's retirement contribution rate (Basic and COLA) to STANCERA for a total of five and one quarter percent (5.25%) of the employee's retirement eligible earnings.
  - c. Effective the first full pay period following January 1, 2007, the County shall pay an additional three percent (3.0%) of the employee's retirement contribution rate (Basic and COLA) to STANCERA for a total of eight and one quarter percent (8.25%) of the employee's retirement eligible earnings.
  - d. Effective the first full pay period following July 1, 2007, the County shall pay an amount equal to the total of the employee's retirement contribution rate (Basic and COLA) to STANCERA based on the employee's retirement eligible earnings. At this time the employee will no longer pay any portion of their employee retirement contribution rate.
3. County contributions towards an employee's retirement contribution rate shall not exceed the actual employee retirement contribution rate being charged by STANCERA at any time. If an employee's retirement contribution rate falls below the amounts provided in Section 2 (A-D), the County contribution amount will be lowered to equal the actual employee retirement contribution rate being charged by STANCERA.
  4. Employees in retirement Tier 4 (formerly Tier 1), shall maintain the retirement benefit known as "30-year pay." Tier 4 employees are eligible for this benefit as determined by STANCERA when an employee has reached thirty (30) years of service and is no longer required to make contributions to the retirement system. The County will use three and three quarters percent (3.75%) as the retirement pick-up amount utilized in the "30-year pay" calculation to determine the level of compensation the employee will receive.
  5. All payments made by the County to STANCERA on behalf of the employee's retirement contribution rate shall be vested in the employee.

L. Special / Collateral Assignment Process

Other than provided in this MOU, the number of Special or Collateral assignments receiving special pay and those which shall be renewed are at the sole discretion of the Sheriff and such decisions shall not be subject to the grievance procedure. Assignments shall be for a specific term as set below. Assignments may not be renewed and deputies may be removed from a special assignment at the sole discretion of the Sheriff without appeal except as expressly provided herein.

1. A Special Assignment is defined as an assignment in which an employee is removed from routine patrol duties and accepts responsibility of an assignment on a regular fulltime basis that is unrelated to routine patrol duties. A Collateral Assignment is defined as an assignment in which an

employee performs regular fulltime duties as assigned and in addition, accepts responsibility of an assignment on a part-time basis.

The Department shall announce openings in any paid or un-paid Special Assignment or Collateral Assignment prior to appointment. The announcement shall contain the minimum requirements for eligibility, management preferences, selections process (ie; testing, interviews), relevant dates and specific term (ie: number of months) of the assignment.

Employees must submit a memorandum of interest in order to be considered for the position. The Department shall only consider candidates who submitted memorandums of interest in a timely manner for the position. The Department shall determine which candidates are eligible for the position and maintain sole discretion in its selection of eligible candidates for the position. However, if the Department does not receive any memoranda of interest from any eligible candidate for an opening, it may assign an employee at its sole discretion.

Special Assignments shall commence/conclude at shift change, except in case of emergency or operational requirements of the Department (ie; promotion, termination).

2. Terms

The following Collateral/Special Assignments may be of an indefinite term:

Air Support Unit  
Designated Range Master/ Armorers  
High Tech. Crimes Unit  
Canine Unit

The following Collateral/Special Assignments shall have a term of seven (7) years:

Crimes Against Persons (CAP)

The following Collateral/Special Assignments shall have a term of five (5) years:

Crimes Against Children (CAC)

The following Collateral/Special Assignments shall have a term of four (4) years:

STING Detective  
Traffic Motor Deputies  
Civil Division Deputies

The following Collateral/Special Assignments shall have a term of two (2) years:

Gang Suppression Unit (STING Investigators)  
STING K9

All other Special Assignments will have a term of three (3) years.

The Special Assignments for Traffic Motor Deputies, Civil Division Deputies, Gang Suppression Unit (STING Investigators), and STING K9 begin upon ratification of the MOU.

Special Assignments may be extended for an additional year beyond the identified term based upon department need and discretion.

Assignments to Contract City Patrol, Court Services or state/federal JPA's shall not be considered Special Assignments.

The date in which an employee starts the special assignment is known as the anniversary date. Additional compensation shall start upon appointment and continue on an annual basis up to each anniversary date. Reappointments to continue a special assignment must be approved by the Sheriff. Failure to approve reappointment to continue a special assignment is not subject to the grievance procedure.

The Department maintains the right to reassign personnel based on the Sheriff's discretion. Employees shall not involuntarily have a Special Assignment changed without fourteen (14) days prior notice except in the case of unforeseen circumstances.

Promotion, voluntary removal, removal upon an annual anniversary or a standard transfer at the conclusion of a term is not subject to appeal. An employee may request to be removed from a Special Assignment. Removal from a special assignment resulting in a loss of additional compensation prior to an annual anniversary, during a term of assignment or removal for disciplinary reasons is subject to appeal and may be appealed under the applicable procedures set forth in the Memorandum of Understanding or under the procedures in the Public Safety Officers Procedural Bill of Rights Act (POBR). In all cases, upon the request of the employee, a meeting shall be scheduled with the Sheriff or his designee to review the facts regarding non-renewal or removal of appointments.

Temporary training assignments for less than ninety (90) days are not subject to special pay. However, temporary assignments (other than for training purposes) for less than standard assignment periods are permitted and shall be subject to special pay.

No break in special assignment is necessary to vie for another special assignment position. The term resets at time of appointment to another special assignment.

M. Special Assignment Pay Provisions

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



2. Additional compensation in the amount of ten percent (10%) of base pay shall be paid for the following assignments: Air Support Pilot In Command, and Licensed Aircraft Inspector.
3. Additional compensation in the amount of two and one-half percent (2.5%) of base pay shall be paid for the following assignments: SWAT, Dive Squad, Bomb Team, Detective Unit, Background Investigator, Mounted Unit, Canine Unit, Designated Canine Trainer, Hostage Negotiator, Field Training Officer, Community Deputy, High Tech. Crimes Unit, Transportation Deputy (possession of a class B license, subject to DOT drug testing, and formal assignment by the unit manager), Designated Rangemaster, Motor Officer and Air Support Flight Officer/Non-pilot.
4. The parties agree that there is no compensable off-duty work being regularly performed in connection with at least the following assignments which receive a special pay premium: SWAT, Dive Squad, Bomb Team, Detective Unit, Background Investigator, Mounted Unit, Hostage Negotiator, Field Training Officer, Community Deputy, High Tech. Crimes Unit, Transportation, Designated Rangemaster, Motor Officer and Air Support Flight Officer/Non-pilot. In the event it is finally determined by a Court that, contrary to the County's understanding, some compensable work was being performed, all such work will be compensated at minimum wage. Further, SSSA agrees that the special pay premium will be applied, to the fullest extent allowed under the law, as compensation in full satisfaction of any such claim that is determined valid by a court of competent jurisdiction. This section shall not diminish any employee's right to compensation for work specifically assigned to be performed outside of the employee's regularly scheduled duty hours.
5. The parties agree that pursuant to the terms and conditions set forth in the Settlement Agreement and Release of All Claims Relating to the Canine Handlers ("Canine Agreement"), effective January 13, 1997, each represented employee who is assigned as a canine handler and has a dog assigned to his or her care, training, and upkeep, shall be paid eighteen (18) minutes per day at the regular rate of pay for care, grooming and transportation. This work when performed over and above the designated work period, shall be compensated at time and one half of the canine handler's regular rate of pay. All other terms and conditions set forth in the Canine Agreement remain in full force and effect.
6. The parties disagree whether there is any compensable off duty work performed by members of the Mounted Unit. If a covered employee asserts a claim for off-duty compensable work, that employee will no longer be entitled to a two and one-half percent (2.5%) premium. In the event it is finally determined by a Court that, contrary to the County's understanding, some compensable work was being performed, all such work will be compensated at minimum wage.

Each mounted shift shall include three (3) hours per day for members of the Mounted Unit for grooming and transportation of their mounts.

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

N. Bilingual Certification Pay

1. The County will designate certain languages as eligible for bilingual certification. The County currently recognizes the following languages: Spanish, Cambodian, Laotian, Hmong, Greek, Assyrian, Farsi, Russian, Vietnamese, Portuguese, and Sign Language. The County's Chief Executive Office may designate other languages as needed.
2. Employees asserting their competence in any County designated bilingual language shall be given the opportunity to test for bilingual certification. The County CEO or designee is responsible for conducting bilingual certification testing within a reasonable amount of time. Employees will be tested for verbal and/or written bilingual proficiency as determined by the County CEO and Sheriff. Employees who pass the test will be certified as bilingual.
3. Employees certified as bilingual will receive additional compensation of two and one-half percent (2.5%) of base pay for bilingual certification pay, effective the first full pay period following the certification date. Only those employees certified bilingual will be granted bilingual certification pay.
4. Employees receiving bilingual certification pay shall use their bilingual skills within the course of employment to maintain the certification pay. Bilingual employees who are not certified as bilingual will not be subject to discipline for declining to use bilingual skills in the course of employment.

8. DAYLIGHT SAVINGS TIME

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

9. HOLIDAY/VACATION TIME PROVISIONS

A. County Holiday Policy

1. The County recognizes the following holidays, which are valued at eight (8) hours each (for a total of 84 hours). Holiday time taken off is on an hour-for-hour basis.

January 1, New Year's Day

Third Monday in January, Dr. Martin Luther King Jr. Day

Third Monday in February, Presidents' Day  
Last Monday in May, Memorial Day  
July 4, Independence Day  
First Monday in September, Labor Day  
November 11, Veterans' Day  
Thursday in November designated as Thanksgiving Day  
Day after Thanksgiving Day  
December 24, Christmas Eve (4 hours)  
December 25, Christmas Day

2. Employees are entitled to four hours of holiday time when Christmas Eve falls on any day of the week except Saturday or Sunday. Employees required to work full shifts, including Saturday or Sunday, on Christmas Eve shall be credited with four hours of vacation time.
3. Only the immediate days of mourning or holiday declared by the President and Governor shall be County holidays in addition to the specific list of holidays above. The County may add holidays or additional hours beyond the minimums set forth in this agreement.
4. Employees must be in a paid employment status on the day before and the day after a holiday in order to receive holiday pay or holiday credit.
5. If January 1<sup>st</sup>, July 4<sup>th</sup>, November 11<sup>th</sup>, or December 25<sup>th</sup> occurs on a Sunday, the following Monday shall be observed as the holiday for employees assigned to a 5-2 (Saturday & Sunday off) work schedule.
6. If January 1<sup>st</sup>, July 4<sup>th</sup>, or November 11<sup>th</sup> occurs on a Saturday, the preceding Friday shall be observed as the holiday for employees assigned to a 5-2 (Saturday & Sunday off) work schedule.
7. Employees who are required to work on a recognized holiday as determined by their work schedule shall be entitled to equivalent vacation time off up to the maximum value of the individual holiday.

C. Vacation Accumulation Maximum

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

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

Employees who are nearing the vacation accumulation maximum of four hundred fifty (450) hours (at three hundred seventy (370) hours or higher) shall receive

notification from the department. Employees are encouraged to request vacation upon receiving this notice pursuant to department procedures.

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

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

D. Limited Cash Conversion

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

Such conversions may be granted upon approval of the Department Head. Consideration will be given for circumstances of the employee's request (i.e. emergency, last year of service, etc.) and department's budget constraints.

E. Vacation Accumulation Rate

Consistent with the County Code the following vacation accumulation rates shall be in effect during the term of the agreement:

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

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

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

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

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

F. Association Time Bank

An Association Time Bank (ATB) has been established for the purpose of allowing SSDA members to request paid time off including participation in Association sponsored training and conferences and workshops. Any request of ATB time shall require approval of the President prior to submission.

ATB requests shall follow the same policy for approval as vacation time. ATB time requests shall be approved unless staffing is required on an overtime basis in order for the request to be approved. The Sheriff reserves the right to approve ATB requests which incur overtime costs. ATB time shall not supersede previously approved vacation requests of other Sheriff's personnel.

Upon ratification each employee covered by this bargaining unit shall contribute two and a half (2.5) hours of vacation leave to the ATB. During the first full pay period that begins in January of each year, each employee covered by this MOU shall contribute an equal amount of hours, or a portion thereof as determined by the Association President, up to two and one half (2.5) hours of vacation leave to the Association Time Bank. This time, if not utilized by the Association within the year it is contributed, shall not be returned to the contributing members, nor shall this time be subject to cashout, but rolled over to the next year's ATB.

The Sheriff shall allow eighty (80) hours of release time on an annual basis for mutual business that benefits both the county and the Association. This release time is in addition to the Association Time Bank. The use of the County-contributed hours must meet existing County rules and shall be used by the designated eligible SSDA officers for the benefit of the SSDA and the County.

The Association shall hold the County and its officers and employees harmless for transferring the vacation time from employees covered by this MOU as provided for in this Section.

10. SENIORITY

For the purpose of shift bidding and vacation bidding, seniority is defined as time in current classification and higher classification. When a member is promoted, that member shall start a new date of seniority in that classification. However, when a member is voluntarily or involuntarily demoted, that member shall retain the time in service from the higher classification. Where two or more employees have equal seniority, then total County seniority shall determine the order of seniority. An agreed upon lottery system will be used to determine seniority in case of a tie.

Any break in full-time employment (excluding paid/unpaid leave of absences) from this bargaining unit shall be considered a break in service for purposes of calculating seniority. Employees returning to the bargaining unit after a break in service will start with no time in service for the purpose of calculating seniority.

11. SENIORITY SHIFT PREFERENCE

A. Shift and Squad Bidding

The shifts shall be approximately six (6) months in duration with shift rotations to occur in February and August of each calendar year.

Each shift shall be bid/requested bi-annually on the basis of seniority starting the during the months of February and July each year. At this time the employee will bid for both shift and squad in the upcoming shift and squad change. All

employees, including those on approved leave of absence, may submit bi-annual bids for seniority shift preference during the months above

All bidding will be completed by January 31<sup>st</sup> and July 30th.

Employees out on extended family medical leave, military leave, disability, or 4850 must have a release to full duty without limitations effective within thirty (30) days after the shift changes occur to be eligible to exercise seniority for their shift preference. These releases must be turned in a minimum of twenty-one (21) days prior to the effective date of the shift change. Employees not meeting the requirement of submitting an appropriate release twenty-one (21) days prior to shift change may not be given shift preference but assigned to the needs of the Department.

Staff not meeting these requirements may not be given their shift preference over the needs of the department.

The Department may reserve slots on each of the shifts for FTO and K-9 Deputies.

Deputies who have not yet been released from field training shall not be entitled to shift preference rights in this section.

Deputies shall not involuntarily have their shifts or special assignments changed without fourteen (14) days prior notice except in the case of emergency. This excludes scheduled shift changes pursuant to Section 11 of the agreement.

## 12. VACATION REQUESTS

### A. Restricted Shifts

For the purposes of considering vacation requests, the following holidays and shifts will be reserved at the discretion of the Sheriff's Office: graveyard shift on the dates of New Years Eve, Fourth of July and Halloween. In addition, the Cinco de Mayo (May 5<sup>th</sup>) holiday, as observed by the community both day and graveyard shifts, vacation may not be granted.

Contract cities may select one event annually, Wine and Cheese Festival, Apricot Festival, or a similar street fair event, during which vacations may be denied at the discretion of the Chief or Department. This provision applies to officers assigned to contract cities.

### B. Seniority Requests

All seniority vacation requests shall be submitted during the month of January and returned as soon as possible, but no later than the last day of February.

The Department shall make a good faith effort to approve seniority vacation requests.

Employees can provide one (1) priority and two (2) alternate seniority requests listed in order of priority on the request from.

Seniority may only be exercised for one continuous block of time per calendar year.

C. Standard Requests

All standard vacation requests will be processed on a first come, first served basis.

D. Approved Vacations

After any vacation request is approved it will remain approved except in an emergency at which time those vacations scheduled during that period may be re-called.

13. 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.

14. 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, 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."

For purposes of Section 14, Automatic Resignation, "contacting his or her supervisor" shall mean personal voice conversation either over the phone or in person with the employee's immediate on-duty supervisor or designee, or if that person is unavailable, then he or she shall speak with the on-duty watch Sergeant or Lieutenant. The employee may not leave a voice mail, send an email, text message via a mobile phone, or fax a document to meet the requirement of this section.

Additionally, the department shall reasonably attempt to contact the employee absent without authorization at the listed contact phone number provided by the employee during the seventy-two (72) hour period before automatic resignation is effective.

15. 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 forty-five (45) work days.

16. ARBITRATION EXPENSES

This provision shall apply in the event that an individual, as opposed to the Association, pursues arbitration. The employee shall be responsible for one-half the costs of the arbitration as identified in Grievance Procedures (Attachment B). 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.

17. PROBATIONARY PERIOD

A. Length of Probationary Period

Any new employee (appointed or promoted) may serve a maximum probationary period of eighteen (18) months. The probationary period commences upon being sworn in as a Deputy Sheriff - Coroner. Upon demotion to a classification in which the employee had previously held permanent status, the employee shall not serve a new probationary period.

B. Extension of Probationary Periods

1. Probationary periods shall be extended by the same number of days for any period of time not worked, twenty-one (21) or more consecutive calendar days, excluding vacation, compensatory time off (CTO) and holidays.
2. Probationary periods may be extended an additional six (6) months beyond the standard eighteen (18) months upon mutual agreement of the parties, but will not be extended beyond twenty-four (24) months at any time (except as provided in section B-1 above).

18. PERFORMANCE EVALUATIONS

Supervisors are encouraged to frequently communicate with their subordinates. Supervisors who are aware of employee behavior which is not acceptable, in need of improvement or information which is adverse to the employee's interest should notify the employee as soon as practical. The supervisor may document specific incidents and any action taken. If the incident is documented, the supervisor shall provide the employee an opportunity to review and sign the document prior to placing the



documents into any files. Any subsequent rebuttals shall be attached to the respective documents.

Supervisors are responsible for providing employees with the performance reviews in a timely manner. Supervisors are to adhere to current Stanislaus County policy requirements in regard to performance evaluations.

The County and the SSDA acknowledge that a supervisor is offering his or her informed opinion of a subordinate's work performance in the evaluation process. It is recognized that some of the conclusions in an evaluation process may be subjective in nature. However, supervisors shall not rely on rumors or hearsay in making judgments in performance evaluations.

Supervisors or above should not surprise the employee with any unsatisfactory rating or needs improvement rating without having engaged in a prior discussion with the employee on behavior that is unacceptable or in need of improvement. As such, supervisors shall not enter any adverse comment in any performance evaluation without first discussing the matter with the employee and documenting the discussion appropriately. Such discussions shall be timely in regard to the behavior.

19. 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 A, 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.

20. GROUP INSURANCE BENEFITS

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 cafeteria 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.

Employee health insurance benefits are negotiated in a separate meet and confer process between the County and all represented employee bargaining units. A copy of the health insurance agreement is included in this MOU as Attachment D.

B. Life Insurance

Employees enrolled in one of the health insurance plans shall be eligible for a ten thousand dollar (\$10,000) term life insurance policy. This benefit is available for the employee only. Additional life insurance may be purchased at employee expense through the flexible benefit plan.

21. IRS CODE SECTIONS

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

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.

22. PAYROLL DEDUCTIONS

A. Agency Shop

The parties acknowledge that the Sworn Deputy Sheriff's Bargaining Unit has been declared an agency shop in accordance with Government Code Section 3502.5(b). Designation of an agency shop requires all employees in the bargaining unit to either join the recognized association, pay a service fee as determined by the association, or meet the religious objection requirement per Government Code Section 3502.5 (c).

23. FUTURE MEET AND CONFER TOPICS

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

- A. County Personnel Policy Changes
- B. Health Insurance

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

24. PERSONAL PROPERTY DAMAGE PROCEDURE

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.

25. SICK LEAVE

A. Sick Leave Cashout

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. Employees who terminate from County service as a result of death, non-service connected disability retirement, or service retirement shall be eligible to receive cash for accrued, but unused sick leave on the books at the rate of fifty percent (50%) of the salary equivalent of such sick leave.

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

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

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 fifty percent (50%) of six hundred (600) hours or three hundred (300) hours. Time in excess of the six hundred (600) hours shall continue to accrue and be used in the case of illness.

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

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

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

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

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

C. Sick Leave Used for Family Leave

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

26. UNIFORM ALLOWANCE

Uniform allowance shall be one thousand one hundred and seventy dollars (\$ 1,170.00 per year paid monthly in twelve (12) equal payments.

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

27. 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.

28. INTERNAL AFFAIRS INVESTIGATIONS

Employees subject to an internal affairs investigation interview shall be interviewed by an employee in the same or higher classification.

29. SAFETY EQUIPMENT

A. The following items shall be purchased and available by the County and replaced as necessary due to normal wear and tear of damaged caused while on duty:

- Side arm (pistol) and ammunition
- Rifle or shotgun
- Less than lethal shotgun
- Taser
- Taser holder
- Leather duty-belt
- Duty holster
- Magazine pouch
- Key carrier
- Radio and radio holder
- One (1) pair of handcuffs and case

- One (1) mace/pepper spray and holder
- Baton and holder
- Body Armor Level II or IIIA
- Rain jacket
- Safety vest (traffic)
- Flashlight and holder
- Radio
- Raid vest (Detectives/Investigators)

Additional safety equipment will be available based upon special assignment.

B. Body Armor

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

C. Motor Officer Equipment

The Sheriff shall provide employees assigned motorcycle patrol duties with the following safety equipment in new condition:

Day and night safety eye glasses, summer and winter gloves, helmet with visor, leather jacket, riding pants appropriately double layered with tapered legs, and motorcycle boots with top rim buckle.

D. Canine Handlers

The Sheriff shall provide employees assigned to canine duties with the following safety equipment:

Bite sleeve, muzzle, tracking harness, and leashes (4 feet and 15 feet)

Safety equipment shall remain the property of the County. Replacement equipment must be approved by the Sheriff or designee.

30. RETIREE MEDICAL TRUST

The parties agree that the Sworn Deputies Association will establish a Retiree Medical Trust, funded by salary reduction and/or contractually permitted sick leave cash outs at the option of the SSDA.

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.

32. DISCIPLINARY APPEALS BOARD

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

33. FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

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

C. It is the intent of the parties that ordinances, Board resolutions, rules and regulations enacted pursuant to this Agreement shall be administered and observed in good faith.

D. Nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer in any subject within the scope of representation during the term of this Agreement.

ATTACHMENTS

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