

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-8

Urgent

Routine

AGENDA DATE April 27, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Labor Agreement Between the County and the Stanislaus Deputy Sheriffs' Association
Representing the Custodial Sheriff's Bargaining Unit

STAFF RECOMMENDATIONS:

1. Approve the provisions contained within the tentative agreement reached between the County and the Stanislaus Deputy Sheriff's Association representing the Custodial Sheriff's Bargaining Unit.
2. Authorize the Chairman of the Board of Supervisors and all parties to sign the agreement.

FISCAL IMPACT:

There are no County costs associated with the recommended tentative agreement with the Stanislaus Deputy Sheriff's Association (DSA). The tentative agreement has been approved by DSA in conjunction with their agreement to implement a five percent salary cost reduction in Fiscal Years 2010-2011 and 2011-2012. The five percent salary cost reduction is estimated to reduce labor costs up to \$866,000 per fiscal year and will assist in preserving current Deputy Sheriff Custodial positions over the term of the agreement. Actual savings in the Sheriff's Office budget may be reduced in some circumstances based on non-General Fund Deputy Sheriff Custodial positions funded through department contracts or grant funded programs. (Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-233

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT: (Continued)

The agreement also includes a reduction in retirement benefits for future employees hired into the bargaining unit effective January 1, 2011. While no immediate fiscal savings are projected from this change, the County will experience a gradual decrease in future retirement cost exposures as a result of implementing the reduced retirement benefits for future employees. Additional work will also need to be completed in conjunction with the Stanislaus County Employee Retirement Association to prepare all related actions necessary to implement the recommended retirement changes prior to January 1, 2011. Those additional actions and projected actuarial cost savings will be forwarded to the Board of Supervisors for final approval in the coming months.

DISCUSSION:

The current Memorandum of Understanding (MOU) between the County and the Stanislaus Deputy Sheriffs' Association (DSA) is effective June 1, 2005 through December 31, 2009. The County has negotiated a tentative agreement for a new MOU with DSA. The new tentative agreement has been ratified by the members of the bargaining unit. The agreement covers a thirty-month term from January 1, 2010 through June 30, 2012.

In January 2010, the Chief Executive Officer invited all County labor organizations to negotiate collectively to consider proposals for five percent salary cost reductions in all County departments for Fiscal Years 2010-2011 and 2011-2012. Negotiations were conducted from January 2010 through March 2010 and resulted in tentative agreements with 12 County labor organizations supporting an across the board five percent salary cost reduction for all County employees over the next two fiscal years. The DSA participated in the collective negotiations and supported the tentative agreement reached with all labor groups. The tentative agreements for five percent salary cost reductions for all labor groups, including the DSA, were approved by the Board of Supervisors on April 6, 2010.

During the cost reduction negotiations, the County and DSA reached a tentative agreement to finalize all other outstanding negotiations and implement a new MOU effective January 1, 2010 through June 30, 2012. The term of the new MOU will coincide with the term of the previously approved five percent salary cost reduction agreement which will also expire June 30, 2012. The tentative agreement summary is attached to this agenda item and includes the following negotiated items: term and salary, retirement, overtime, shift bidding, on-call pay, probationary period, future meet and confer topics/compressed work schedules, seniority for shift and vacation bidding, 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:

The DSA represents approximately 194 employees in the Sheriff's Department. There is no impact on staffing resulting from the terms of this agreement.

CONTACT:

Jody Hayes, Deputy Executive Officer. Telephone: (209) 525-6333

**Deputy Sheriff Association Negotiations
Tentative Agreement
April 27, 2010**

Term	30-months January 1, 2010 through June 30, 2012
Salary	The parties have agreed to implement the 5% salary cost reduction agreement reached with all County labor organizations and approved by the Board of Supervisors on April 6, 2010.
Retirement	The parties have agreed to reopen Tier Two retirement benefits for all newly hired employees effective January 1, 2011. This agreement will change the safety retirement benefit formula for new employees from the current 3% at age 50 formula with a one year final average salary calculation, to the 2% at age 50 formula with a three year final average salary calculation. The Tier Two retirement benefit level will be consistent with the retirement benefits in place for safety employees in the Deputy Sheriff Custodial bargaining unit prior to March 2002. This change will not modify vested retirement benefits for current employees.
Overtime	The parties agree that, in calculating overtime eligibility, sick leave time taken shall not be considered as time "worked". All other forms of paid time of in the form of vacation time, compensatory time, etc. shall be considered time "worked" for the purpose of overtime eligibility.
Shift Bidding	The parties agree that each shift shall be bid/requested bi-annually during the months of January and July each year. The parties also agreed to a specific shift bidding and facility assignment process for female deputies to meet compliance requirements of Penal Code Sections 4020.4 and 4021. The parties agree to incorporate shift bidding protocol from the side letter dated 02/11/08.
On-Call Pay	The parties agree that, for the purposes of on-call pay, a member of this bargaining unit is deemed "available and accessible" when they can leave their residence within thirty (30) minutes and respond in a reasonable time.
Probationary Period	The parties agree that employees hired into the bargaining unit shall be required to serve a probationary period of one year starting from the date of appointment as a Deputy Sheriff Custodial. At the discretion of the Department, the probationary period may be extended beyond the one (1) year period, but not more than an additional six months for a total of eighteen months. This modification is consistent with current County policy.

<p>Future Meet & Confer Topics/Compressed Work Schedules</p>	<p>The parties agree that a 12-hour shift pilot program may be implemented during the term of the agreement at the discretion of the Sheriff. The parties will meet to negotiate the specific terms and conditions prior to implementing the new work schedule including the facilities to be included, the staffing shift pattern, and overtime issues associated with 12-hour shifts.</p>
<p>Shift and Vacation Bidding Seniority</p>	<p>For the purpose of shift and vacation bidding, seniority is defined as time in the current classification and higher classification series. The Custodial classification series is defined as Deputy Sheriff Custodial, Custodial-Sergeant, and Custodial Lieutenant. Seniority for reduction-in-force is contained in the separate Reduction-in-Force Policy.</p>
<p>Language Clean Up</p>	<p>Deleted/modified outdated language in the agreement in the following sections: Health Insurance, Call-back Pay, Court Pay, Physical Eye Examination, Safety Equipment, Voluntary Fitness Program, Vacation Maximum Notification, and Non-Discrimination.</p>

The complete language for all tentative agreements is located in the Memorandum of Understanding (MOU) between the County and the Stanislaus Deputy Sheriffs' Association representing the Custodial Sheriffs' 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.

TENTATIVE AGREEMENT
BETWEEN COUNTY OF STANISLAUS
AND
DEPUTY SHERIFFS' ASSOCIATION

RE: IMPLEMENTATION OF 5% SALARY SAVINGS IN
FISCAL YEARS 2010-2011 AND 2011-2012

Pursuant to this agreement between the County of Stanislaus (County), and Deputy Sheriffs' Association (DSA) the parties agree as follows:

Whereas, the County of Stanislaus has identified significant budget shortfalls throughout County departments in Fiscal Years 2010-2011 and 2011-2012; and

Whereas, the County and DSA agree to a 5% deduction of employee salaries as a method of reducing labor costs and minimizing the number of County employees subject to reduction-in-force in Fiscal Years 2010-2011 and 2011-2012.

Now therefore, the parties agree to the following terms and conditions of implementing 5% salary cost savings in Fiscal Years 2010-2011 and 2011-2012:

1. All employees in the bargaining unit(s) represented by DSA will receive a 5% deduction in salary starting on the July 3, 2010 workday, and ending on the June 30, 2012 workday. The 5% salary deduction will be on a pre-tax basis and will be calculated on the employee's base wage. The Salary deduction will not decrease the compensation paid for extra pays (special assignment pay, etc.). Retirement contributions will not be withheld on behalf of the employee or County on the amount of salary deducted.
2. All employees receiving a 5% salary deduction will receive four hours of special accrued leave time each pay period in which the 5% salary deduction is taken, or an equivalent amount of special accrued leave time pro-rated based on the number of hours paid to the employee. The total special accrued leave time earned in each fiscal year will be 104 hours, based on 5% salary deductions for each 80 hours of paid time during 26 pay periods. Special accrued leave time will be administered in the same manner as vacation time for purposes of determining overtime eligibility.
3. Special accrued leave time will be reported as a separate accrual amount on each employee's payroll advice notice. Employees may go negative in their special accrual leave time balance up to a maximum of 104 hours, however employees may not go negative in any amount greater than the employee's current vacation accrual amount. Employees may not carry a negative balance over at the end of each fiscal year. If an employee has a negative balance at the end of the fiscal year, or upon separation of employment, the County will reduce the employee's vacation accrual amount by an equal portion to balance the employee's special accrued leave time to zero.

4. Special accrued leave time will be utilized during any period of office closure approved by the Board of Supervisors. Office closure schedules will be communicated by July 1, 2010 for the period of time from July 1, 2010 to December 31, 2010, and by October 1, 2010 for the period of time from January 1, 2011 to June 30, 2011. Office closure schedules will be communicated by July 1, 2011 for the entire Fiscal Year 2011-2012. With Department Head approval, employees may work during periods of approved office closures in limited circumstances to provide required County services.

Any remaining special accrued leave time not utilized during an office closure will be eligible for the employee to use as requested with the approval of their Department Head or designee. Department Heads may substitute the use of vacation with special accrued leave time as necessary, unless an employee is at the maximum level of vacation accrual.

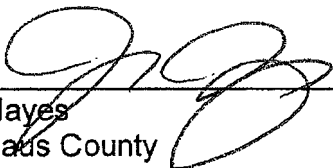
5. Employees and departments are encouraged to schedule and utilize all special accrued leave time within the fiscal year in which it is accrued. Special accrued leave time not utilized within the fiscal year may be carry forward up to June 30, 2013. All special accrued leave time will expire and not be eligible for use on or after July 1, 2013. Special accrued leave time does not have a vested cash value and may not be cashed out during employment or at the time of termination.
6. Employees retiring from County service will be exempted from 5% salary deductions for a one year period prior to their identified date of retirement. In order to receive this exemption, retiring employees will need to sign an irrevocable notice of their retirement/resignation from County service on forms provided by the County. Employees may request Department Head approval to extend their planned retirement/resignation date, however any approved extension of their planned retirement/resignation date will require an adjustment of salary deductions and special accrued leave time to ensure that the employee is not exempted from the salary deductions for a period greater than 12 months. Employees must be eligible for a regular service retirement in order to receive this exemption.
7. The parties agree to implement a Retirement Incentive Program as outlined in Attachment A.
8. In recognition of the agreed 5% salary savings for Fiscal Years 2010-2011 and 2011-2012, the County agrees to not impose through any meet and confer process an additional base salary reduction/deduction beyond the 5% contributed by employees represented by DSA from the date of agreement through June 30, 2012. This provision does not prohibit the parties from introducing or discussing proposals for additional base salary savings during this period of time which may further assist in balancing future County budget deficits. This provision also does not limit in any way the County's existing authority to meet and confer on all other terms and conditions of employment including, but not limited to, employee health insurance, retirement benefits and miscellaneous compensation (such as special assignment pays, on-call pay, etc.).
9. The County agrees to temporarily modify existing reduction in force policies to extend return rights for employees impacted by a reduction in force to three years.

This extension of return rights will apply to all permanent regular employees represented by DSA who are terminated or demoted through a reduction in force action from the date of agreement through June 30, 2012.

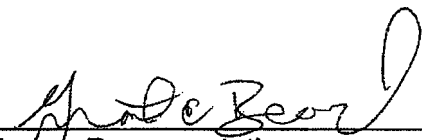
10. DSA recognizes that the implementation of the 5% salary deduction is not a form of discipline for individual employees and employees may not appeal this reduction in salary under any County appeal procedures.
11. Implementation of the 5% salary deduction will not impact an employee's existing leave time accrual benefits (sick leave, vacation, etc.), retirement service credit or health insurance benefits.
12. Vacation cash outs will not be approved for employees participating in the 5% salary deduction program in Fiscal Years 2010-2011 and 2011-2012; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.
13. Employees may voluntarily request unpaid Voluntary Time Off (VTO), as per County policy, in addition to the 5% salary deduction.

This Tentative Agreement is entered into between the County and DSA and is subject to any applicable ratification/approval procedures of the bargaining unit as determined by DSA. Approval of this Tentative Agreement confirms support of the agreement by the designated Labor Representative and a commitment to forward the agreement through any applicable ratification/approval procedures required for the bargaining unit. Final approval and implementation of this agreement is subject to confirmation that all labor ratification/approval procedures are completed and formal adoption of the agreement by the Board of Supervisors.

Agreed to this 1st day of April, 2010



Jody Hayes
Stanislaus County



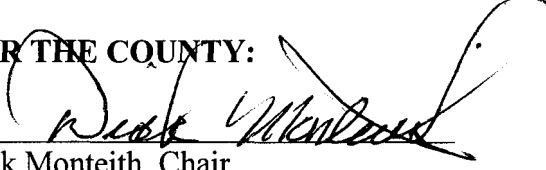
Labor Representative
Deputy Sheriffs' Association

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF STANISLAUS AND
THE DEPUTY SHERIFF'S ASSOCIATION (DSA)**

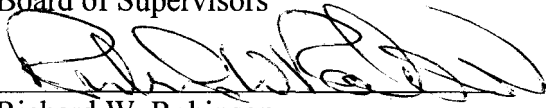
This agreement is entered into between the County of Stanislaus and the Deputy Sheriff's Association (DSA) representing the Custodial Deputy Sheriff's Bargaining Unit.

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 DSA, 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.

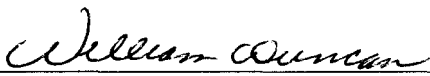
FOR THE COUNTY:



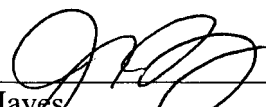
Dick Monteith, Chair
Board of Supervisors



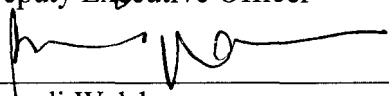
Richard W. Robinson
Chief Executive Officer



William Duncan
Captain

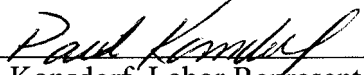


Jody L. Hayes
Deputy Executive Officer



Brandi Welsh
Management Consultant

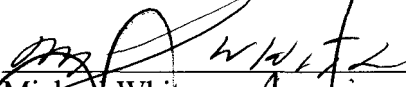
FOR DSA:



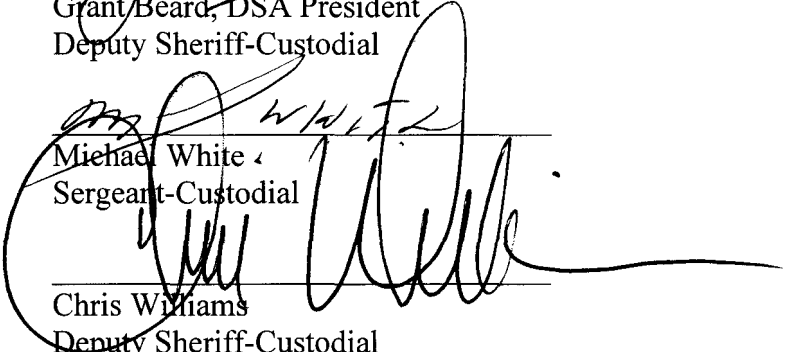
Paul Konsdorf, Labor Representative
Goyette and Associates



Grant Beard, DSA President
Deputy Sheriff-Custodial




Michael White
Sergeant-Custodial



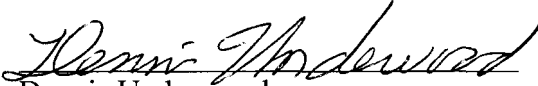
Chris Williams
Deputy Sheriff-Custodial



Jeff Graham
Deputy Sheriff-Custodial



Matt Pettus
Deputy Sheriff-Custodial



Dennis Underwood
Deputy Sheriff-Custodial

BOARD OF SUPERVISORS

2011 OCT - 7 P 5:00

DATE SIGNED 10/5/11

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ATTACHMENTS

- A. REDUCTION-IN-FORCE POLICY
- B. HEALTH INSURANCE AGREEMENT
- C. BINDING ARBITRATION OF DISCIPLINE AND GRIEVANCES
(EXCLUDING EEO GRIEVANCES)
- D. SIDE LETTER REGARDING CONFLICT OF INTEREST COUNSEL
- E. AGREEMENT BETWEEN THE COUNTY OF STANISLAUS
AND DEPUTY SHERIFF'S ASSOCIATION IMPLEMENTATION
OF 5% SALARY SAVINGS IN FISCAL YEARS 2010-2011 AND 2011-2012

1. EMPLOYEES COVERED

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

2. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect for thirty (30) months commencing on January 1, 2010 and ending on June 30, 2012.

3. NO STRIKE

The DSA, 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, action or belief, physical or mental disability, medical condition, pregnancy related condition, sex, marital status, sexual orientation, or genetic history. The parties agree to recognize, respect, and support the County's commitment to nondiscrimination in employment as set forth in the County's Equal Employment Opportunity Program. The DSA agrees to encourage its members to assist in the implementation of that program.

B. The DSA 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, action or belief, physical or mental disability, medical condition, pregnancy related condition, sex, marital status sexual orientation, genetic history, 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 DSA representation.

5. SAFETY PROGRAM SUPPORT

The DSA 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 all employees in the bargaining unit will receive a five percent (5%) deduction in salary starting on the July 3, 2010 workday and ending on the June 30, 2012 workday in accordance with the provisions of Attachment F.

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. Salary Spread

The parties agree that the County shall maintain a ten percent (10%) salary spread between the classifications of Deputy Sheriff-Coroner and Deputy Sheriff-Custodial.

E. 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.

The on-call assignment must be authorized by the manager of the unit prior to the assignment.

F. Overtime

1. For employees on a 3/12, 4/10, or a 5/2 schedule, overtime is paid at a rate of time and one-half of the employee's regular rate of pay for all time beyond 80 hours in a pay period.

For employees on a 6/3 schedule, overtime is paid at a rate of time and one-half of the employee's regular rate of pay for all time worked after 48 hours in the scheduled period which starts with the first duty day and ends on day nine.

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 four (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. An employee who volunteers to work on a RDO, CTO or vacation day, shall be paid in accordance with Section 7 (F-1) of the agreement.

G. 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 overtime 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 cash out accumulated compensatory time. The County shall cash out 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 cash out the total accumulation of compensatory time at the employee's pay rate immediately prior to the promotion.

H. 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.

I. 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.

Effective at the beginning of the first full pay period in January 2009:

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.

J. Custodial Level I/II Certificate Pay

Effective at the beginning of the prior agreement

Employees who possess a Custodial Level I Certificate shall receive two and one half percent (2.5) percent of base salary.

Employees who possess a Custodial Level II Certificate shall receive an additional one half (0.5) percent, for a total premium pay of three (3.0) percent of base salary.

Effective at the beginning of the first full pay period in July 2006

Employees who possess a Custodial Level I Certificate shall receive two and one half percent (2.5) percent of base salary.

Employees who possess a Custodial Level II Certificate shall receive an additional one and one half (1.5) percent, for a total premium pay of four (4.0) percent of base salary.

Effective at the beginning of the first full pay period in July 2007

Employees who possess a Custodial Level I Certificate shall receive two and one half percent (2.5) percent of base salary.

Employees who possess a Custodial Level II 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.

K. Acting Sergeant Compensation

The parties agree that the Sheriff may designate Deputy Sheriffs-Custodial to perform the duties of acting Sergeant-Custodial. Upon such designation the employee shall receive, in addition to base pay an assignment pay equal to seven and one-half percent (7.5%) for each full hour of service in such assignments, provided that no claim for this additional compensation shall be made by the employee for work performed of less than two hours per occurrence.

L. Retirement

1. Members of the bargaining unit employed prior to January 1, 2011 shall receive upon retirement three percent (3%) of base salary at age fifty (50) calculated on the single highest twelve (12) consecutive months.
2. The parties agree to reopen the Tier Two retirement plan for all newly hired members of the bargaining unit effective January 1, 2011. Safety Tier Two benefits include the 2% at 50 retirement benefit per Government Code Section 31664 and final average compensation calculated on the highest thirty-six (36) consecutive months.
3. Employees who are rehired/reinstated with the County after the implementation of Tier Two on January 1, 2011 and have met the necessary membership criteria to be placed in their former retirement tier shall be eligible for placement in that former tier. In general, current legal standards allow rehired employees the opportunity to reinstate into their former retirement tier as long as the individual member either has left his retirement contributions on deposit since his prior period of County service or elects and completes the redeposit of withdrawn retirement contributions plus applicable interest. The membership tier will depend on the employee's/member's individual circumstances and prior retirement selections. Employees who are rehired/reinstated with the County after January 1, 2011 are encouraged to confirm their membership status and retirement tier reinstatement options with StanCERA.
4. 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. Effective 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.
5. 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 4 (A-D), the County contribution amount will be lowered to equal the actual employee retirement contribution rate being charged by STANCERA.
 6. 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.
 7. All payments made by the County to StanCERA on behalf of the employee's retirement contribution rate shall be vested in the employee.

M. 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 line staff duties and accepts responsibility of an assignment on a regular fulltime basis that is unrelated to routine line staff 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 (e.g, testing and interviews), relevant dates and specific term (i.e., 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 (i.e. promotion, termination).

2. Terms

All Collateral Assignments may be of an indefinite term at the discretion of the Department:

The Special Assignment of Classification Deputy will have a term of two (2) to seven (7) years. Employees assigned to Background or Internal Affairs will have a term of two (2) to five (5) years. All other Special Assignments will have a term of two (2) to three (3) years.

Once an employee has been appointed to a Special Assignment which he or she requested, the employee commits to serving the term of the Special Assignment identified in the Departments' notice.

The date in which an employee starts the special assignment is known as the anniversary date. Excluding removal for cause, additional compensation shall start on the anniversary date and continue on an annual basis up to each anniversary date. Annual 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, however, except for operational needs of the Department, such employee must return to line staff for a minimum of six (6) months.

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.

N. Special Assignment Pay Provisions

1. 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, Internal Affairs Unit, Background Investigator, Mounted Unit, Canine Unit, Designated Canine Trainer, Hostage Negotiator, Facility Training Officer, Classification Deputy, Transportation Deputy (possession of a class B license, subject to DOT drug testing, and formal assignment by the unit manager), Designated Rangemaster, Aero Squadron Flight Officer/Non-pilot.
2. 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, Internal Affairs Unit, Background Investigator, Hostage Negotiator, Facility Training Officer, Classification Deputy, and Transportation Deputy. 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, DSA 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.
3. 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.
4. 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 (excluding a claim for travel time), 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.

5. The additional compensation as described herein shall be earned by one 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 absences; or (c) any time during which the employee is unable to perform the assignment for a full pay period.

O. Bilingual Certification Pay

1. The County will designate certain languages as eligible for bilingual certification. Employees asserting their competence in any County designated bilingual language shall be given the opportunity to test for bilingual certification. The County Chief Executive Officer (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.
2. 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.
3. 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

The parties agree 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 (4) 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 (4) hours of vacation time.
3. The parties recognize that 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 1st, July 4th, November 11th, or December 25th 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 1st, July 4th, or November 11th 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.
8. Employees on the 6-3 schedule do not receive traditional holiday credit benefits. 6-3 schedule employees are credited the equivalent of ninety-two (92) hours of holiday benefits throughout the work year as part of the formula for reconciling 6-3 payroll and work hours. These ninety (92) hours include sixteen (16) hours of "floating holidays" and seventy-six (76) hours of traditional holidays (all holidays except Dr. Martin Luther King Jr. Day, which is not counted in the formula for reconciling 6-3 payroll).

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 16 hours of "special" vacation time each calendar year in lieu of optional holiday time. See sub-division E of this section for vacation accrual rates.

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

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

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 shall receive notification of vacation accrual balances bi-weekly through the employee's paycheck advice notice. Employees are encouraged to request vacation upon nearing the vacation accumulation maximum of four hundred fifty (450) hours 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

The parties agree that employees with one hundred (100) or more hours of accrued vacation on the records may request conversion into cash payments of up to forty (40) hours of accrued vacation not more 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

The parties agree that 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 (21st) 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. DSA Time Bank

The parties agree that a DSA time bank has been established for the purpose of authorizing DSA members to request use of this time for DSA business as determined by the DSA President. Any use of DSA time bank shall be approved by the DSA President prior to submission of the request. Time bank does not include time used by the DSA for meet and confer with the Sheriff or the County.

Time bank requests shall be submitted and approved consistent with the Sheriff's existing policy for approval of vacation time. The DSA time bank request 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 time bank requests which incur overtime costs. DSA time bank shall not supercede previously approved vacation requests of other Sheriff's personnel.

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 DSA President, up to two and one half (2.5) hours of vacation leave to the DSA time bank. This time, if not utilized by the DSA 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 DSA time bank.

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

The DSA 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 SHIFT BIDDING AND VACATION BIDDING

For the purpose of *shift bidding and vacation bidding*, seniority is defined as time in current classification and higher classification series (Deputy Sheriff Custodial, Custodial Sergeant, and Custodial Lieutenant). 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 in this classification series, 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 classification series 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. In the event an employee is transferred or promoted to another classification series and voluntarily or involuntarily returned to this bargaining unit, previous time in the Custodial classification series is retained for calculating seniority while time worked outside the Custodial classification series is not calculated.

Seniority provisions for Reduction-in-Force (RIF) are contained in the Reduction-in-Force Policy located in Attachment A of this MOU.

11. SENIORITY SHIFT PREFERENCE

A. Shift 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 during the months of January and July each year. The shift request roster shall be posted a minimum of forty-five (45) calendar days prior to the start of the shift rotation and maintained for employee viewing for a minimum of fifteen (15) calendar days. All employees, including those on approved leave of absence, may submit bi-annual bids for seniority shift preference during the months above. Once bid requests are collected, a new shift assignment roster shall be posted a minimum of fifteen (15) calendar days prior to the first date of shift rotation. Shift exchanges between consenting employees may be allowed with the approval of the unit commander. However, exchanges shall not affect other employee's seniority.

All bidding will be completed by January 31st and July 30th.

Shift bidding dates may be modified based on a reduction-in-force action by mutual agreement of both parties.

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.

For the purpose of shift bidding and facility assignment, female deputies are assigned as follows:

- A. There will be a sufficient amount of female deputies assigned to the Public Safety Center (PSC) in line staff positions to stay in compliance with Penal Code Sections 4020.4 and 4021.
- B. The Bureau of Administrative Services Commander will endeavor to meet the female staffing requirements of one (1) female deputy per each female housing unit on each shift based on Title 15 compliance, female inmate population, and the facility-housing unit needs (currently PSC houses females in four units).
- C. The female deputies will be assigned to shift and color day off based on seniority and facility need.

The Department shall reserve slots on each of the shifts for Classification Deputies. Deputies may bid for their preferred shifts based on the seniority as defined in Section 10.

Employees assigned to Special Assignments prior to or after shift rotation, shall fill open vacancies within their special assignments without affecting other employees already assigned in the unit. In the event there are multiple vacancies within a Special Assignment, vacancies shall be assigned by seniority bidding. The "start date" for employees assigned to a Special Assignment after a shift rotation shall be the subsequent shift rotation. The Department will endeavor to provide notice to employees who are removed from Special Assignments in a timely manner in order for those employees to participate in the shift bidding process. Employees who are removed from a Special Assignment outside the shift rotation period are entitled to fill any line staff vacancy within the facility they are assigned. Employees assigned to the Classification Unit shall be allowed to bid for shifts within their Unit and not be limited to a facility.

Prior to shift change, if the Department determines a need for a Field Training Officer to fill a vacant position, the Department shall first seek volunteers from the FTO's in order to fill such positions. In the event the Department needs to reassign an FTO involuntarily prior to or after shift change, the Department shall use reverse seniority, meaning the FTO with the least seniority shall be reassigned. Female FTOs may be exempt if sufficient female coverage is not available to train female deputies at the PSC. However, in no event shall a FTO be involuntarily reassigned more than once in a twelve (12) month period from the date of reassignment.

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

12. VACATION REQUESTS

A. 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.

B. Standard Requests

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

C. Approved Vacations

After any vacation request is approved it will remain approved except in unforeseen circumstances or 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 (3) 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.

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

14. 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."

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 DSA, 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.

17. PROBATIONARY PERIOD

Employees hired into the represented unit shall be required to serve a probationary period of one (1) year starting from the date of appointment as a Deputy Sheriff – Custodial. Upon the successful completion of the probationary period, an employee shall be granted permanent status unless the probationary period is extended. The probationary period of an employee may be extended beyond the one-(1) year period at the discretion of the Sheriff or designee, but not in any instance shall this period exceed an additional six (6) months, for a total of eighteen (18) months.

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.

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 Deputy Sheriff's Association 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. RIGHTS OF CUSTODIAL OFFICERS

- A. The parties agree that the "Peace Officer Bill of Rights" shall apply to the classifications of Deputy Sheriff-Custodial and Custodial Sergeant.
- B. The parties agree that the provisions of Labor Code 4850, et seq. regarding salary continuation and other benefits shall apply to employees in the classifications of Deputy Sheriff-Custodial and Custodial Sergeant.

20. 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.

21. 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 covering January 1, 2010 through December 31, 2010 is included in this MOU as Attachment B.

B. Health Insurance

The parties agree to meet and confer in the Joint Task Force for discussion of health insurance when rates become available. These rates shall be available in June of each year. Current benefits and cafeteria contributions shall stay in effect until January of the following year.

C. 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.

22. 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.

23. PAYROLL DEDUCTIONS

A. Legal Defense Fund Deduction

The County agrees that it shall deduct from the salary of each full-time member of the bargaining unit who provides written authorization for such deduction on forms provided by the DSA, an amount specified in writing by the DSA for the specific purpose of a legal defense fund. The County shall remit said deduction to the address on file for the DSA. The foregoing deduction, however, is subject to sufficient funds being due to the member of the bargaining unit for whom deductions are to be made after the County has paid all of their legally required or employee-authorized payroll deductions. The DSA agrees to defend, indemnify and hold harmless Stanislaus County, its employees and agents against damages and claims of whatever nature arising out of deductions from employee paychecks.

B. Agency Shop

The parties acknowledge that the Custodial Deputy Sheriff's Bargaining Unit has been declared an agency shop in accordance with Government Code Section 3502. 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).

C. Voluntary Dues Deduction - Long Term Disability Income Protection Plan

The County agrees to administer a dues deduction program for members of the bargaining unit to participate in a long term disability insurance plan. The voluntary deduction shall be implemented in accordance with the policy of the Auditor-Controller.

24. FUTURE MEET AND CONFER TOPICS

A. County Meet and Confer Issues

The DSA 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-Milias-Brown Act, on the following subjects:

County Personnel Policy Changes
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 DSA members.

B. Compressed Work Schedules

A pilot program regarding 12-hour work schedules may be implemented during the term of the agreement at the sole discretion of the Sheriff. Prior to the implementation of the 12-hour work schedules, the parties will meet to negotiate the specific terms and

conditions associated with piloting the new work schedule, including the specific facilities to be included, the staffing shift pattern, and overtime issues associated with implementing 12-hour shifts. If implemented, the pilot program shall be for a period of six (6) months duration, which may be mutually extended for one (1) additional six (6) month period.

At the end of either the six (6) month or the extended second six (6) month trial period, the Department and association may mutually agree to make the alternative work schedule effective for the life of the contract and/or to expand to the 12-hour schedules to additional facilities.

During these negotiations the 6/3 schedule shall remain unchanged until the parties reach agreement.

25. 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.

26. 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 fifty percent (50%) 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.

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

The maximum amount of sick leave that shall be applied toward the cash out 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, 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 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.

27. UNIFORM ALLOWANCE

Uniform allowance shall be one thousand two hundred and twenty dollars (\$1,220.00) 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.

28. 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.

29. INTERNAL AFFAIRS INVESTIGATIONS

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

30. SAFETY EQUIPMENT

Body Armor

The Sheriff shall provide body armor equivalent to Safariland Matrix Gold 2 Vest with Soft Plate "Threat Level II or IIIA" or Stab Threat Level II with garment to all personnel in the Adult Detention 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.

31. RETIREE MEDICAL TRUST

The parties agree that the Deputy Sheriff's Association will establish a Retiree Medical Trust, funded by salary reduction and/or contractually permitted sick leave cash-outs at the option of the DSA.

32. 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.

33. DISCIPLINARY APPEALS BOARD

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

34. 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. HEALTH INSURANCE AGREEMENT
- C. BINDING ARBITRATION OF DISCIPLINE AND GRIEVANCES
(EXCLUDING EEO GRIEVANCES)
- D. SIDE LETTER REGARDING CONFLICT OF INTEREST COUNSEL
- E. AGREEMENT BETWEEN THE COUNTY OF STANISLAUS AND DEPUTY SHERIFF'S ASSOCIATION IMPLEMENTATION OF 5% SALARY SAVINGS IN FISCAL YEARS 2010-2011 AND 2011-2012

Attachment "A"

Reduction-In-Force Policy

Effective January 1, 2006

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

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

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

ORDER OF SEPARATION

Employees in the same class shall be separated considering seniority and type of appointment with the least senior employee in any category of appointment being the first separated and with tied seniority scores broken as provided herein. The sequence of appointment types shall be:

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

Employees holding permanent status in a prior classification who are subject to a Reduction-In-Force action shall be returned to their prior classification, subject to the seniority provisions of this agreement.

REDUCTION-IN-FORCE SENIORITY:

Among permanent and probationary employees in the classifications of Deputy Sheriff-Custodial, Deputy Sheriff-Coroner, Sergeant-Custodial, Sergeant, Custodial Lieutenant, Lieutenant, and Captain (Commander), the order of layoff will be determined by the total time in the employee's current classification and higher ranking classification. Where two or more employees have equal seniority, then total County seniority shall determine the order of layoff.

An agreed upon lottery system will be used in cases of equal County seniority. The calculation of total County seniority in this policy shall be consistent with County Reduction-in-Force policy.

Breaks in service or time spent in unpaid status do not count towards total time in calculating seniority. If a full-time employee converts to part-time (extra help) employment status and then back to full-time status, the time spent as a part-time employee shall be credited on a pro-rated hourly basis as long the employee did not break service for one full pay period during the transition to or from part-time status. If a full-time employee leaves County service for any period of time and is reinstated in their employment, the time spent prior to leaving employment is not counted for purposes of calculating seniority.

Example:

Initial Reduction in Force of One Lieutenant Position

Seniority Rank	County Service	Time in Classification (or higher)	
1.	20 yrs	Lt. 10 yrs	
2.	16 yrs	Lt. 7 yrs	
3.	16 yrs	Lt. 5 yrs	
4.	18 yrs	Lt. 3 yrs	Least time spent as a Lieutenant, bumped to prior Sergeant position

Impact on Sergeants

Seniority Rank	County Service	Time in Classification (or higher)	
1.	25 yrs	Sgt. 15 yrs	
2.	22 yrs	Sgt. 12 yrs	
3.	18 yrs	Lt. 3 yrs Sgt. 7 yrs	Previously held permanent status as a Sergeant, 10 years seniority in class or higher
4.	20 yrs	Sgt. 8 yrs	Bumped to prior Deputy Sheriff position

WRITTEN NOTICE

Written notice of layoff shall be served on affected employees in person or by certified letter mailed to the last address on file with the Chief Executive Officer. Notice will be served or mailed at least 21 calendar days prior to the effective date of the separation. Notice shall be deemed served upon return of a delivery receipt or receipt showing attempted delivery.

DEMOTION IN LIEU OF LAYOFF

In lieu of being laid off, an employee may elect to voluntarily demote within the Sheriff's Department to a lower paid classification in which the employee held permanent status and presently meets the minimum qualifications of the classification. Less senior employees who may be displaced as a result of demotion actions shall in turn be subject to the provisions of this

section. In order to exercise these options, the employee affected must so advise the Chief Executive Officer in writing no later than seven working days after receiving notice of layoff.

In lieu of being laid off, an employee may also elect to voluntarily demote within the Sheriff's Department to a vacant position in a lower paid classification in which the employee has not held prior permanent status. Employees voluntarily demoting to a lower paid classification in which they have not held permanent status will not result in displacement of existing employees.

TRANSFER IN LIEU OF LAYOFF

In lieu of being laid off, an employee may request to voluntarily transfer or demote to a vacant position in another department in the same or comparable classification or to a classification previously held. The transferring employee must meet the minimum qualifications of the classification at the time of transfer. Such requests require approval by the gaining Department Head. (Department probation, if applicable, may be applied.)

RE-EMPLOYMENT

For a period of one year from the effective date of layoff no regular position in the affected classification in the department involved shall be filled without first providing employees possessing rights to re-employment with an opportunity to be rehired.

Re-employment lists shall be in inverse order of lay-off with the most senior employee from amongst those laid-off rehired first. Such re-employment would be at the same salary step or the salary range assigned such classification and with the same seniority as the employee had earned at the time of layoff. Benefits paid out at the time of separation such as vacation or sick leave may be bought back at employee expense. Written notice of the re-employment opportunity shall be sent by certified mail to the last known-address of the former employee by the Chief Executive Officer. The former employee shall have 14 calendar days to respond to the notice.

ADMINISTRATIVE DECISIONS

The Chief Executive Officer is authorized to render decisions resolving questions of seniority and continuous service in the administration of this section.

APPEALS

Persons subject to layoff or demotion under these provisions may appeal to the Chief Executive Officer any allegation of error, fraud, irregularity or bias in the application of the reduction-in-force procedures. The affected person may, within seven days after receipt of the decision of the Chief Executive Officer, appeal that decision. An appeal shall be filed with the Chief Executive Officer. The Chief Executive Officer shall forthwith transmit the appeal request to the Hearing Board established pursuant to Chapter 3.28.060 of the Ordinance Code of Stanislaus County. The Hearing Board shall within a reasonable time from the filing of the appeal, commence the hearing thereof and shall notify the interested parties of the time and place of the hearing at least five days in advance thereof. At the hearing, both the appellant and the County shall have the right to be heard publicly, to be represented by Counsel and to present evidentiary facts. The parties may agree to a hearing closed to the public and the Hearing Board may at any time exclude any person who may be a witness in the appeal under consideration. The hearing shall be informal and the Hearing Board shall not be bound by any

of the rules of evidence governing trial procedure and State courts. The Hearing Board shall render a written decision, copy of which shall be transmitted to the Chief Executive Officer. The Chief Executive Officer shall serve a copy of the decision upon the appellant. The decision of the Hearing Board shall be final. Relevant provisions in Chapter 3.28.060 and 3.28.070 of the Ordinance Code of Stanislaus County shall govern the hearing process.

REDUCTION-IN-FORCE SENIORITY CALCULATION

In calculating service time for purposes of this policy, those records which are maintained by the Chief Executive Office shall be utilized. However, should there be a challenge to the validity of the calculations or cases of equal or near equal seniority, the Chief Executive Office may utilize such payroll or other records which may be on file with the Auditor-Controller's Office or other department.

**Health Insurance Agreement Between Stanislaus County and the
California Nurses Association
County Attorneys' Association
District Attorney Investigators Association
Stanislaus County Deputy Probation Officers Association
Service Employees International Union Local 521
Stanislaus County Deputy Sheriffs Association
Stanislaus County Employees Association AFSCME/Local 10
Stanislaus County Sheriff Supervisors Association
Stanislaus Regional Emergency Dispatchers' Association
Stanislaus County Sheriff's Management Association
Stanislaus County Group Supervisors' Association
Stanislaus Sworn Deputies Association**

This agreement shall remain in full force and effect for the period of January 1, 2011 through December 31, 2011 unless extended by mutual agreement of the parties.

Medical Insurance

For the term of this agreement, the County will offer the following medical insurance options:

- Kaiser HMO plan
- Kaiser Health Savings Account plan
- Anthem Blue Cross HMO plan
- Anthem Blue Cross Health Savings Account plan

For employees enrolled in an HMO plan, the County shall contribute an amount equal to 90% of the lowest cost HMO plan (Kaiser HMO) at each level of coverage.

For employees enrolled in an HSA plan, the County shall contribute an amount equal to 98% of the lowest cost HSA plan (Kaiser HSA) at each level of coverage. The County will also fund individual HSA accounts in the following amounts:

Employee only - \$1,250 annually

Employee +1 - \$2,500 annually

Family - \$2,500 annually

HSA account contributions will be made twice per month, for a total of 24 equal installments each year. Recognizing the potential for a significant number of employees to enroll in the HSA plans, the County will fund 6-months of the HSA account contribution in January 2011 for any employee enrolling in an HSA plan in 2011. The County would make no other contributions until July 2011 and then would fund the remaining annual account contribution through 12 equal installments over the last six months of 2011. Employees are responsible for paying any account related fees on their individual Health Savings Account (up to \$3.25 monthly as of January 2011).

Health insurance co-pays will be as follows:

Office Visit	\$20.00	Chiropractic	\$15.00
RX	\$10.00/\$20.00	Emergency Room	\$50.00

Co-pays and out of pocket costs may be different for employees enrolled in HSA plan options with minimum deductible requirements, please refer to the specific HSA plan documents for more information.

The parties recognize that health insurance providers may institute benefit changes that are not within the control of the County.

The "waive" credit for health insurance will remain at current levels for the term of this agreement for those employees who waive health insurance. The waive credit for health insurance is \$47.50 monthly for regular employees and \$150.00 monthly for management employees. Proof of other coverage is still required.

Dental and Vision

The County will provide dental coverage through the Delta Dental PPO Plus Premier plan with coverage and benefit levels remaining the same as provided in 2010. The County shall pay 95% of the premium cost at each level of dental coverage (Employee only, Employee +1 and Family).

The County will provide vision coverage through the Vision Service Plan with coverage and benefit levels remaining the same as provided in 2010. The County shall pay 95% of the premium cost at each level of vision coverage (Employee only, Employee +1 and Family).

Please refer to the specific dental and vision plan documents for more information on benefit coverage levels.

Additional Provisions

1. Benefit deductions are taken out of 24 of the 26 paychecks each year (twice monthly). Benefits for new hires are effective the 1st of the month following date of hire. For terminated employees, benefits continue through the last day of the month of termination.
2. The County will invite a representative of each labor group to participate in the County's Employee Wellness Program Workgroup. Participation is voluntary and subject to department head or designee approval for any changes in standard working hours and will not result in overtime compensation.
3. The County will include up to three representatives selected by all County labor groups to assist in the evaluation of future self insurance medical programs.
4. Regular full-time employees must work 30 hrs/wk to qualify for a County benefit contribution (medical, dental, vision and/or waive credit). Employees working 30-34

hrs/wk will be credited with 75% of benefit contributions. Employees working 35-39 hrs/wk will be credited with 90% of benefit contributions. Additional employee contributions to health insurance premiums will be paid through payroll deduction.

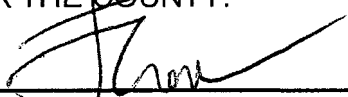
- For purposes of this policy, hours worked includes all forms of paid time rounded to the nearest whole number. Examples of paid time include, but are not limited to vacation, sick, comp time off, 4850 leave, paid admin leave, etc.
- This provision does not apply to part-time extra-help employees who are not eligible for benefits.
- For regular full-time employees who change their employment status to percentage employment, this provision will be effective the first of the month following the date they assume the reduced percentage employment schedule. Benefits will return to 100% the first of the month following the effective date the employee returns to 100% regular employment status.
- For regular full-time employees who are paid less than 80 hours per 14-day pay period (employees going into DOC time, etc.), employee contributions will be adjusted if the employee does not receive 80 hours of paid time in three consecutive pay periods. The effective date of the adjustment will be the first of the month following the three consecutive pay periods of reduced compensation. Benefits will be restored to 100% effective the first of the month following any pay period in which the employee is paid 80 hours. This process will be modified for regular full-time employees working an alternative work schedule that does not provide 80-hours of regular compensation per pay period. Unpaid suspension time as a result of employee disciplinary actions will not count against an employee in determining health insurance eligibility.
- For employees on a paid leave of absence, the County will continue the current process for coordinating leave accruals with State Disability benefits. This process allows an employee to combine their State Disability benefits with their leave accruals to equal 40 hours of compensation per week while maintaining their full health insurance benefits. For employees participating in disability plans other than State Disability, the County will continue to provide the same level of coordinated benefits consistent with the benefits available through State Disability.
- Under current policy, employees on an unpaid leave of absence do not receive health insurance contributions effective the first of the month following the start of their unpaid leave status. Employees returning from an unpaid leave will have their health insurance contributions restored effective the first of the month following their return to paid status. Please see applicable County policies regarding unpaid leave status, exceptions for FMLA eligible employees and the availability of COBRA benefits.
- For benefit information related to Voluntary Time Off, Job Sharing and benefit provisions for Certain Part-Time Nurses, please refer to the individual County policies and CNA labor agreement.

- Nothing in this agreement shall enhance or reduce existing policy provisions related to military leave benefits.

It is understood by the parties that these provisions fully set forth the agreement of the parties in matters of health insurance as herein specified. The parties agree that only through mutual agreement of all the parties to this agreement would discussion occur during the term of this agreement on health insurance matters.

Signed this 21ST day of December, 2010:

FOR THE COUNTY:



Jeff Grover, Chairman
Board of Supervisors



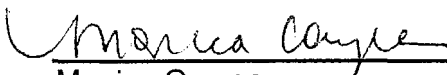
Richard W. Robinson
Chief Executive Officer



Jody Hayes
Deputy Executive Officer

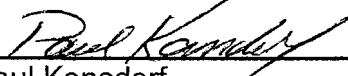


Nancy Bronstein
Deputy Executive Officer

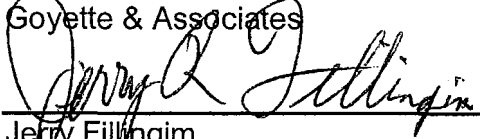


Monica Coryea
Assistant Management Consultant

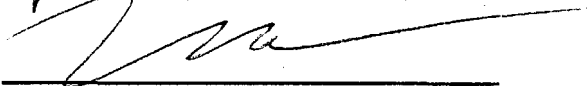
FOR THE UNIONS:



Paul Konsdorf
Goyette & Associates



Jerry Fillingim
California Nurses Association




WR McKenzie
County Attorneys' Association



David Hutchinson
District Attorney Investigators'
Association



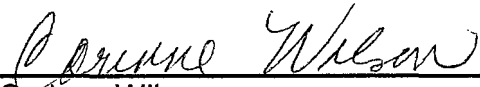
Steve Jackson
Stanislaus County Deputy
Probation Officers' Association



Maisy Avila
Service Employees International
Union Local 521

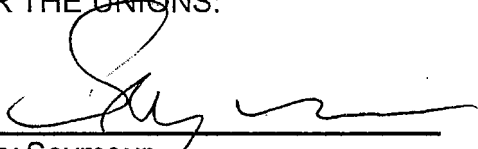


Grant Beard
Stanislaus County Deputy Sheriffs
Association



Corinne Wilson
AFSCME/SCEA Local 10

FOR THE UNIONS:




Larry Seymour
Stanislaus County Sheriff
Supervisors' Association



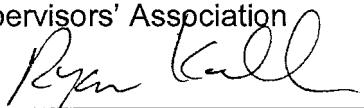
Roger Ladd
Stanislaus Regional Emergency
Dispatchers' Association



Darrell Freitas
Stanislaus County Sheriff
Management Association



Frank Murillo
Stanislaus County Group
Supervisors' Association



Ryan Killian
Stanislaus Sworn Deputies
Association

Agreement to Provide Binding Arbitration by an Outside Arbitrator
in Lieu of Section 3.28.060 "Hearing Board and Hearing Officer"
of the Stanislaus County Discipline Ordinance

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

The parties agree that the employee may elect to have the disciplinary matter heard by the current discipline appeals board as provided by county code section 3.28.060 "Hearing board and hearing officer" in lieu of binding arbitration by an outside arbitrator. Should the employee to utilize the hearing board or hearing officer as provided by Section 3.28.060 of the County Code the decision of the hearing board or hearing officer shall be final and the employee shall forgo the option of arbitration by an outside arbitrator. The employee agrees to assume half of the cost of the hearing officer.

B. Submission of the Disciplinary Appeal to Binding Arbitration

1. Notice of Action and Appeal

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

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

2. Selection of Arbitrator

If the employee elects to have the disciplinary proceeding heard by an arbitrator the arbitrator may be selected by mutual agreement between the Director of Personnel and the employee or his/her representative. However, should the parties fail to mutually agree on an arbitrator they shall make a joint request of the State Conciliation Service for a list of five qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately

striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.

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

3. Arbitration Issues

The parties shall exchange summaries of evidence, and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator no less than five (5) working days prior to the arbitration hearing.

4. Arbitration Expenses Shared

The cost of employing the arbitrator and the court reporter for all discharges excluding the transcript, shall be borne equally by both parties to the arbitration. The cost of the transcript shall be covered as provided by County Code Section 3.28.110, subsection A, "Hearing Procedure". All other costs such as, but not limited to, attorney's fees shall be borne only by the party incurring that cost. If both parties agree to the use of a court reporter other than for discharges, or the arbitrator requires the use of a court reporter the cost of the court reporter shall be shared equally.

5. Duty of Arbitrator

The duty of the arbitrator shall be those of the hearing board as referred to throughout the Stanislaus County Disciplinary Ordinance including, but not limited to County Code sections 3.28.070 "Hearing rules" and 3.28.110 "Hearing procedure".

6. Arbitrator's Decision Due

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the close of the hearing. A copy of the written decision shall contain findings of fact which may be stated in the language of the pleadings or be referenced thereto. If requested by either party the decision shall be accompanied by findings of fact and conclusions of law.

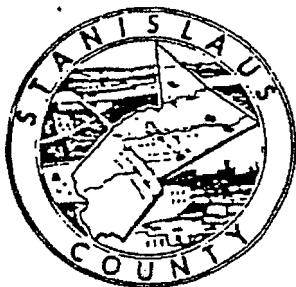
A copy of the written decision shall be transmitted to the Department Head and the Director of Personnel. The Director of Personnel shall cause to be served a copy of the decision upon the employee. Service by mail at the employee's last known address shall be sufficient for purposes of this section. A copy of the decision shall be placed in the employee's personal history file. The decision of the arbitrator shall be final and binding on both parties.

7. Non-Employee Organization Representation

In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the recognized employee organization, the employee assumes the costs of the hearing officer or arbitration as provided herein.

This includes that the cost of employing the arbitrator and the court reporter for all discharges excluding the transcript, shall be borne equally by both parties to the arbitration. The cost of the transcript shall be covered as provided by County Code Section 3.28.110, subsection A "Hearing Procedure". All other costs such as, but not limited to, attorney's fees shall be borne only by the party incurring that cost. If both parties agree to the use of a court reporter other than for discharges, or the arbitrator requires the use of a court reporter the cost of the court reporter shall be shared equally.

If the employee elects to utilize the hearing officer or panel in lieu of arbitration, the employee agrees to assume half the cost of the hearing officer.



OFFICE OF COUNTY COUNSEL
STANISLAUS COUNTY

COUNTY ADMINISTRATION BUILDING
POST OFFICE BOX 74
MODESTO, CA 95353-0074
PHONE (209) 525-6376
FAX (209) 544-6226

ATTACHMENT D
MICHAEL H. KRAUSNICK
COUNTY COUNSEL
E. VERNON SEELEY
ASSISTANT COUNTY COUNSEL
DEPUTIES
Harry P. Drabkin
Andrew N. Eshoo
Linda S. Macy
Teresa Vig Rein
Wm. Dean Wright

November 20, 1992

Gary Messing, Attorney at Law
Carroll, Burdick, and McDonough
400 Capitol, Suite 1400
Sacramento, CA 95814

In Re: **CONFLICT OF INTEREST - COUNSEL**

Dear Mr. Messing:

Pursuant to your discussions with Personnel Director Bill May during DSA negotiations, this letter will serve to advise you that in the event that the County determines that there exists an actual and specific conflict of interest, based upon the opinion of the attorney assigned to a case where the County or Sheriff's Department, and one or more individual deputy sheriffs have been named as defendants, then the County would consider whether or not it was appropriate to continue to conduct and pay for the defense of the deputy. If the above stated events occur and the County concludes it is appropriate to pay for the defense, then the County would give consideration to employing the attorney requested by the individual deputy, which would include the law firm of Carroll, Burdick and McDonough.

If you have any questions regarding this letter or its content, please do not hesitate to contact me.

Very truly yours,

M. H. Krausnick

MICHAEL H. KRAUSNICK
County Counsel

MHK/vln

cc: Bill May, Personnel Director
✓ Eileen Melson, Personnel

TENTATIVE AGREEMENT
BETWEEN COUNTY OF STANISLAUS
AND
DEPUTY SHERIFFS' ASSOCIATION

RE: IMPLEMENTATION OF 5% SALARY SAVINGS IN
FISCAL YEARS 2010-2011 AND 2011-2012

Pursuant to this agreement between the County of Stanislaus (County), and Deputy Sheriffs' Association (DSA) the parties agree as follows:

Whereas, the County of Stanislaus has identified significant budget shortfalls throughout County departments in Fiscal Years 2010-2011 and 2011-2012; and

Whereas, the County and DSA agree to a 5% deduction of employee salaries as a method of reducing labor costs and minimizing the number of County employees subject to reduction-in-force in Fiscal Years 2010-2011 and 2011-2012.

Now therefore, the parties agree to the following terms and conditions of implementing 5% salary cost savings in Fiscal Years 2010-2011 and 2011-2012:

1. All employees in the bargaining unit(s) represented by DSA will receive a 5% deduction in salary starting on the July 3, 2010 workday, and ending on the June 30, 2012 workday. The 5% salary deduction will be on a pre-tax basis and will be calculated on the employee's base wage. The Salary deduction will not decrease the compensation paid for extra pays (special assignment pay, etc.). Retirement contributions will not be withheld on behalf of the employee or County on the amount of salary deducted.
2. All employees receiving a 5% salary deduction will receive four hours of special accrued leave time each pay period in which the 5% salary deduction is taken, or an equivalent amount of special accrued leave time pro-rated based on the number of hours paid to the employee. The total special accrued leave time earned in each fiscal year will be 104 hours, based on 5% salary deductions for each 80 hours of paid time during 26 pay periods. Special accrued leave time will be administered in the same manner as vacation time for purposes of determining overtime eligibility.
3. Special accrued leave time will be reported as a separate accrual amount on each employee's payroll advice notice. Employees may go negative in their special accrual leave time balance up to a maximum of 104 hours, however employees may not go negative in any amount greater than the employee's current vacation accrual amount. Employees may not carry a negative balance over at the end of each fiscal year. If an employee has a negative balance at the end of the fiscal year, or upon separation of employment, the County will reduce the employee's vacation accrual amount by an equal portion to balance the employee's special accrued leave time to zero.

4. Special accrued leave time will be utilized during any period of office closure approved by the Board of Supervisors. Office closure schedules will be communicated by July 1, 2010 for the period of time from July 1, 2010 to December 31, 2010, and by October 1, 2010 for the period of time from January 1, 2011 to June 30, 2011. Office closure schedules will be communicated by July 1, 2011 for the entire Fiscal Year 2011-2012. With Department Head approval, employees may work during periods of approved office closures in limited circumstances to provide required County services.

Any remaining special accrued leave time not utilized during an office closure will be eligible for the employee to use as requested with the approval of their Department Head or designee. Department Heads may substitute the use of vacation with special accrued leave time as necessary, unless an employee is at the maximum level of vacation accrual.

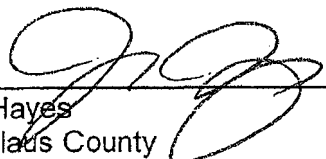
5. Employees and departments are encouraged to schedule and utilize all special accrued leave time within the fiscal year in which it is accrued. Special accrued leave time not utilized within the fiscal year may be carry forward up to June 30, 2013. All special accrued leave time will expire and not be eligible for use on or after July 1, 2013. Special accrued leave time does not have a vested cash value and may not be cashed out during employment or at the time of termination.
6. Employees retiring from County service will be exempted from 5% salary deductions for a one year period prior to their identified date of retirement. In order to receive this exemption, retiring employees will need to sign an irrevocable notice of their retirement/resignation from County service on forms provided by the County. Employees may request Department Head approval to extend their planned retirement/resignation date, however any approved extension of their planned retirement/resignation date will require an adjustment of salary deductions and special accrued leave time to ensure that the employee is not exempted from the salary deductions for a period greater than 12 months. Employees must be eligible for a regular service retirement in order to receive this exemption.
7. The parties agree to implement a Retirement Incentive Program as outlined in Attachment A.
8. In recognition of the agreed 5% salary savings for Fiscal Years 2010-2011 and 2011-2012, the County agrees to not impose through any meet and confer process an additional base salary reduction/deduction beyond the 5% contributed by employees represented by DSA from the date of agreement through June 30, 2012. This provision does not prohibit the parties from introducing or discussing proposals for additional base salary savings during this period of time which may further assist in balancing future County budget deficits. This provision also does not limit in any way the County's existing authority to meet and confer on all other terms and conditions of employment including, but not limited to, employee health insurance, retirement benefits and miscellaneous compensation (such as special assignment pays, on-call pay, etc.).
9. The County agrees to temporarily modify existing reduction in force policies to extend return rights for employees impacted by a reduction in force to three years.

This extension of return rights will apply to all permanent regular employees represented by DSA who are terminated or demoted through a reduction in force action from the date of agreement through June 30, 2012.


10. DSA recognizes that the implementation of the 5% salary deduction is not a form of discipline for individual employees and employees may not appeal this reduction in salary under any County appeal procedures.
11. Implementation of the 5% salary deduction will not impact an employee's existing leave time accrual benefits (sick leave, vacation, etc.), retirement service credit or health insurance benefits.
12. Vacation cash outs will not be approved for employees participating in the 5% salary deduction program in Fiscal Years 2010-2011 and 2011-2012; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.
13. Employees may voluntarily request unpaid Voluntary Time Off (VTO), as per County policy, in addition to the 5% salary deduction.

This Tentative Agreement is entered into between the County and DSA and is subject to any applicable ratification/approval procedures of the bargaining unit as determined by DSA. Approval of this Tentative Agreement confirms support of the agreement by the designated Labor Representative and a commitment to forward the agreement through any applicable ratification/approval procedures required for the bargaining unit. Final approval and implementation of this agreement is subject to confirmation that all labor ratification/approval procedures are completed and formal adoption of the agreement by the Board of Supervisors.

Agreed to this 1st day of April, 2010



Jody Hayes
Stanislaus County



Labor Representative
Deputy Sheriffs' Association