

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-3

Urgent

Routine

AGENDA DATE October 5, 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 County Deputy Probation Officers' Association Representing the Deputy Probation Officers' Bargaining Unit

STAFF RECOMMENDATIONS:

1. Approve the provisions contained in the tentative agreement reached between the County and the Stanislaus County Deputy Probation Officers' Association Representing the Deputy Probation Officers' Bargaining Unit.
2. Authorize the Chairman of the Board of Supervisors and all parties to sign the agreement when finalized.

FISCAL IMPACT:

The tentative agreement includes the previously negotiated agreement to implement a five percent (5%) salary cost reduction in Fiscal Years 2010-2011 and 2011-2012. The five percent (5%) salary cost reduction is estimated to reduce labor costs up to \$358,000 per fiscal year and will assist in preserving current bargaining unit positions over the term of the agreement. Actual savings in the Probation Department's budget may be reduced in some circumstances based on non-General Fund positions funded through department contracts or grant funded programs.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-617

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith

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) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT: Continued

This tentative agreement includes an increase to the shift differential paid for a limited number of hours employees may be required to work between 11:00 p.m. and 7:00 a.m. The anticipated increase in cost is less than \$100.00 per fiscal year and can be absorbed into the department's existing allocation.

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 County Deputy Probation Officers (SCDPOA) was effective August 1, 2006 through July 31, 2010. The County has negotiated a tentative agreement for a new MOU with SCDPOA. The new tentative agreement has been ratified by the members of the bargaining unit. The agreement covers a twenty-two (22) month term from August 1, 2010 through June 30, 2012. The term of the MOU will coincide with the term of the previously approved five percent (5%) salary cost reduction agreement which will also expire June 30, 2010.

In January 2010, the Chief Executive Officer invited all County labor organizations to negotiate collectively to consider proposals for five percent (5%) 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 (5%) salary cost reduction for all County employees over the next two fiscal years. SCDPOA participated in the collective negotiations and supported the tentative agreement reached with all labor groups. The tentative agreements for five percent (5%) salary cost reductions for all labor groups, including SCDPOA, were approved by the Board of Supervisors on April 6, 2010.

The tentative agreement summary is attached to this agenda item and includes the following negotiated items: term, salary, retirement, overtime, time bank, shift differential, assignment pay, and contract language clean-up. Additionally, the parties agreed to modify language in three sections, retirement, scope of bargaining, and STC

pay, to reflect all classifications represented by SCDPOA. 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 SCDPOA currently represents approximately one hundred (100) employees in the Probation Department. There is no impact on staffing resulting from the terms of this agreement.

CONTACT:

Nancy Bronstein, Deputy Executive Officer. Telephone: (209) 525-6333

Stanislaus County Deputy Probation Officers Association

Tentative Agreement

October 5, 2010

Term	22-months August 1, 2010 through June 30, 2012
Salary	Language added to the MOU to memorialize the previously approved 5% salary cost reduction agreement effective in Fiscal Years 2010-2011 and 2011-2012 as approved by the Board of Supervisors on April 6, 2010.
Retirement	Tier Two retirement benefits for all newly hired employees will be reinstated 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 Probation Officers' 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, vacation and compensatory time taken shall not be considered as time "worked". All other forms of paid time off in the form of sick leave, bereavement leave, jury duty etc. shall be considered time "worked" for the purpose of overtime eligibility.
Time Bank	The parties have agreed to establish a time bank for the purpose of authorizing SCDPOA members to request the use for labor business. Effective upon Board of Supervisors approval and January 1 st each year, every employee covered by the MOU shall contribute an equal amount of vacation hours to create a bank of a maximum of 200 hours to be used for labor business. The unused hours may be carried over from year-to-year.
Shift Differential	The parties agree to increase shift differential from 7.0% to 7.5% for all mandated hours between 11:00 p.m. and 7:00 a.m. Additional clarification language was added regarding which shifts are eligible for shift differential including how shift differential is paid on Saturday and Sunday.
Assignment Pay	The parties have agreed to modify the assignment title of "Assistant Range Master" to "Firearms Instructor".
Retirement, Scope of Bargaining Unit, STC Pay	The parties have agreed to modify the language to include all classifications represented by the SCDPOA.

Language Clean Up	The following sections contain language clean-up: Non-Discrimination Statement, On-Call, Vacation Accumulation Maximum, Safety, Future Meet and Confer Topics, and Uniform Allowance.
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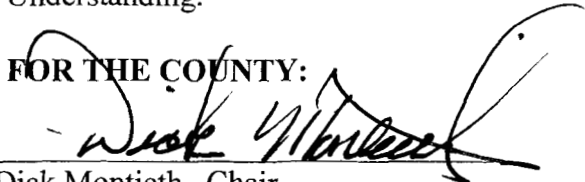
The complete language for all tentative agreements is located in the Memorandum of Understanding (MOU) between the County and the SCDPOA representing the Deputy Probation Officers' bargaining unit. This document is intended to summarize the changes in the MOU agreed to in the negotiations process. The language in the MOU represents the final binding terms of the agreement between the parties.

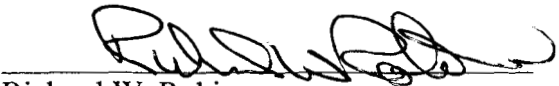
**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF STANISLAUS
AND THE DEPUTY PROBATION OFFICERS' BARGAINING UNIT**


This agreement is entered into between the County of Stanislaus and the Deputy Probation Officers' Bargaining Unit represented by Stanislaus County Deputy Probation Officers Association (SCDPOA).


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 SCDPOA, 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.

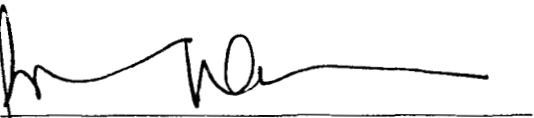
FOR THE COUNTY:


Dick Montieth, Chair
Board of Supervisors

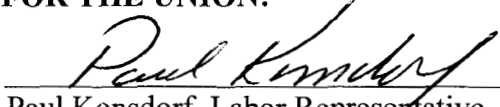

Richard W. Robinson
Chief Executive Officer

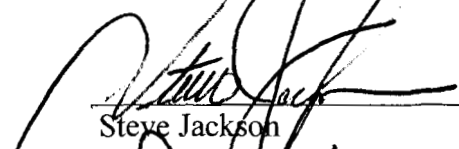

Nancy Bronstein
Deputy Executive Officer

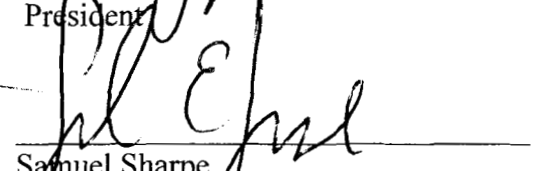

Katty Sandhu
Human Resource Manager

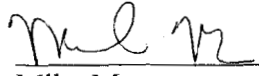

Brandi Welsh
Management Consultant

FOR THE UNION:


Paul Konsdorf, Labor Representative
Goyette and Associates


Steve Jackson
President


Samuel Sharpe
Associate Member


Mike Moore
Associate Member

Date Signed: _____

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- A. Reduction-In-Force Policy
- B. Grievance Procedure - Including Binding Arbitration
- C. Discipline of Permanent Classified Employees
- D. Health Insurance Agreement
- E. Implementation of 5% Salary Savings in Fiscal Years 2010-2011 and 2011-2012

1. SCOPE OF THE BARGAINING UNIT

This agreement covers the wages, hours, and other terms and conditions of employment of those classified employees in the classifications of Deputy Probation Officer I, II, III, Supervising Probation Officer, and Supervising Probation Corrections Officer.

2. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect for a twenty-two (22) month period commencing on August 1, 2010 and ending on June 30, 2012 and applies to all bargaining unit members. It covers all matters of interest between the Stanislaus County Deputy Probation Officers Association (SCDPOA), representing the Deputy Probation Officers' Bargaining Unit, and the County of Stanislaus (the County). This agreement incorporates all items in previous agreements between the parties, unless specifically amended by this agreement. Unless otherwise agreed to by the parties all changes are effective upon ratification of the union and approval by the Board of Supervisors.

3. NO STRIKE

SCDPOA acknowledges that strikes, slow-downs, sick-ins and other job actions which disrupt work are detrimental to the interest of the citizens of Stanislaus County and violate County ordinances. SCDPOA agrees, as consideration for the salary and fringe benefits herein set forth, that it will not participate in, condone, or encourage such actions during the term of this agreement.

4. NON-DISCRIMINATION/FAIR REPRESENTATION

The parties agree that the provisions of this agreement shall be applied without favor or discrimination based upon race, ancestry, religion, color, age, national origin, political affiliation, 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 non-discrimination in employment as set forth in the County's Equal Employment Opportunity Program. SCDPOA agrees to encourage its members to assist in the implementation of that program.

SCDPOA 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, or sexual orientation, genetic history, job classification, or employment status and in compliance with State laws. County acknowledges and agrees that it will not discriminate or take adverse action against employees on the basis of their choice of SCDPOA representation.

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

The County and SCDPOA acknowledge and agree that the ADA may require modification of County policy or MOU provisions in order to provide reasonable accommodation to individuals protected under the Act on a case by case basis. The County and the Union agree to meet and confer if the accommodation will require some modification of the MOU or County policy, which affects term or condition of employment or is otherwise a mandatory subject of bargaining. Said meet and confer will be on a case by case basis and no single accommodation shall establish a past practice.

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, and other terms and conditions of employment.

7. COMPENSATION

A. Salary

The parties agree that all employees of the bargaining unit will receive a five percent (5%) deduction in salary starting on the July 3, 2010 workday. This deduction will end on the June 30, 2012 workday in accordance with the provisions of Attachment E.

B. Salary Administration

1. The parties agree that County salary policy applied to an employee dismissed during probationary service from a position to which he or she had been demoted, promoted or transferred, will be clarified as follows: Such an employee's salary shall be returned to the same step in the appropriate salary range as had been held prior to the promotion, demotion, or transfer. Employee salary review date, if applicable, shall be adjusted by the equivalent number of months during which an employee did not hold the classification to which he or she is returning.

2. The parties agree to the County policy concerning salary administration as follows: "Eligibility for advancement to subsequent salary steps will thereafter be based on one year satisfactory continuous service at the prior step until the employee reaches the maximum step of the appropriate salary range."

The parties further agree to the County's policy that a leave of absence without pay, or other time off without pay exceeding 15 calendar days, shall cause the employee's anniversary date to be postponed.

C. Assignment Pay

The County shall provide 2.5% assignment pay for Range Master and 1.5% assignment pay for the Firearms Instructor designation. The department will determine the methods for appointing and administering range master and firearms instructor assignments.

D. Out of Class Assignment

When Department management directs a DPO III to fill in for a Supervisor for 12 consecutive working days or more, the DPO III will be paid out-of-class the first day of the assignment. Such assignments shall be made in accordance with county policy in out-of-class pay.

E. On-Call Pay

1. On-call pay shall be compensated for members of this bargaining unit at a rate of \$ 250.00 for each seven-day period of on-call assignment. This amount will be pro-rated if the on-call period is less than seven (7) days.
2. Members of the bargaining unit on-call on designated County holidays shall receive vacation credit for the holiday in addition to on-call pay for the full week of their on-call assignment.

F. Call-Back Minimum

The parties agree that the three-hour minimum call-back shall apply to all employees of the bargaining unit in any official call-back situation.

G. Salary on Promotion

The County shall continue to guarantee a 5% minimum salary increase on promotion in accordance with the existing County Code provisions. 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 5% increase.

The classification of Supervising Probation Correction Officers received a 3% base pay salary adjustment as part of AFSCME/SCEA agreement that went into effect June 1, 2001 in recognition of possession of the STC certificate. The parties agree that the 3% STC additional compensation for Probation Correction Officer III's will be considered when determining the 10% minimum salary differential between this class and that of Supervising Probation Corrections Officers.

H. Designation of Bilingual Positions

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 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 Chief Probation Officer. Employees who pass the test will be certified as bilingual.

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.

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.

I. Shift Differential

The parties recognize that the standard working hours of the Probation Department are within Monday through Friday between 7:00 a.m. and 6:00 p.m. A 5% differential will be paid for all mandated work hours where the majority of the work (50% or more) is performed between 3:00 p.m. and 11:00 p.m., a 5% differential will be paid for all mandated hours between 7:00 am to 11:00 pm on Saturday or Sunday. Effective October 5, 2010 a 7.5% differential will be paid for all mandated work hours between 11:00 p.m. and 7:00 a.m. including Saturday or Sunday. Only those hours worked during the qualified shift differential time shall qualify for differential pay.

Mandated work can only be directed by the Chief Probation Officer or designee. Differential is paid on a day-by-day basis. Individuals working on-call, who are called in on a Saturday or Sunday, are not eligible for the differential.

Eligibility for shift differential is determined by the middle of the scheduled shift, regardless of lunch or break periods. The middle of a shift from 11:00 am to 8:00 pm is 3:30 pm, and qualifies for shift differential. The middle of a shift from 10:00 am to 7:00 pm is 2:30 pm, and does not qualify for shift differential.

J. Salary Continuation

Any Deputy or Supervising Probation Officer injured by a violent act, or while engaged in a physical activity under high stress circumstances, within the course and scope of his or her employment, who, as a result of the injury, is unable to perform any full time duties within the department, will continue to receive full compensation and benefits until he or she is able to return to full time duty within the department, for a period not to exceed one year, unless the employee is separated from employment prior to that time. The cost for this provision will be offset by any payments from the Workers' Compensation System. Determination of whether an injury falls within the scope of this provision will be made by the Chief Probation Officer. His or her determination will be final and nongrievable.

K. Additional Compensation for STC Qualification

Effective the first pay period after February 1, 2000, each member of the bargaining unit who has achieved and/or maintains STC certification qualified to serve as a Deputy Probation Officer pursuant to applicable STC training requirements will receive an additional 3% increase.

L. College Degree Requirement

Each member of the bargaining unit initially appointed by the Chief Probation Officer to a Deputy Probation Officer position shall be required to have received a four-year college degree by the expiration of his or her probationary period of employment, as defined in the Probation Department Policy Manual.

M. Overtime

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

N. Uniform Allowance

The County shall provide new Supervising Probation Corrections Officers \$270.00 for the initial purchase of authorized uniforms and equipment. Supervising Probation Corrections Officers promoted from the classification of Probation Corrections Officer shall not receive the initial allowance. This initial amount may be prorated based on the date of appointment to the classification of Supervising Probation Corrections Officer. Effective July 1st each year an annual uniform allowance of \$160.00 will be provided to existing Supervising Probation Corrections Officers.

8. SAFETY RETIREMENT

A. General

Each member of the bargaining unit shall become a Safety member of the Retirement System upon initial appointment by the Chief Probation Officer to the position of Deputy Probation Officer, Supervising Probation Officer, or Supervising Probation Corrections Officer.

B. Retirement Tiers

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) months.

The Safety Tier Two retirement plan will be reopened for all newly hired members of this bargaining unit effective January 1, 2011. Safety Tier Two benefits include the two percent (2%) at age fifty (50) retirement benefit per Government Code Section 31664 and final average compensation calculated on the highest thirty-six (36) consecutive months.

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 their 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 employees/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 options with StanCERA.

C. Retirement Contributions

Employee retirement contribution rates are established by the Stanislaus County Employee Retirement Association (StanCERA). Effective September 2, 2006, the County agreed to pay a portion of the employee retirement contribution rates for all employees. Effective August 1, 2009, the County agreed to pay StanCERA up to a total of eight and one-half (8.5%) of the employee's retirement contribution rate of the eligible earnings (Basic and COLA) during the term of this agreement.

- D. 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 C the County contribution amount will be lowered to equal the actual employee retirement contribution rate being charged by StanCERA.
- E. 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.
- F. All payments made by the County to StanCERA on behalf of the employee's retirement contribution rate shall be vested in the employee.

9. INTERNAL REVENUE CODE SECTION 414(h2)

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

10. BI-WEEKLY PAYROLL

A bi-weekly payroll system will remain in effect during the term of this agreement.

11. GROUP INSURANCE BENEFITS

A. Group Plans Available

The parties agree that health, dental and vision plans are made available to County employees and, where applicable, their dependents through a 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.

The parties further agree that the County will only accept employees who wish to change from SCDPOA insurance during open enrollment. The conditions of acceptance are determined by the insurance option selected.

B. Health Insurance

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

C. Group Dental and Vision

The parties agree that group dental and vision care insurance benefits and dollar amounts that the County contributes for dental and vision insurance premiums through the flexible benefit plan shall remain in effect during the term of this agreement.

D. Life Insurance

Employees enrolled in one of the health insurance plans are eligible for a \$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 cafeteria plan.

E. IRS Code Section 125

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.

F. Participation in Dependent Care and Medical Expense Reimbursement Program

The parties agree that effective with the fall 1991 open enrollment all interested members of the bargaining unit shall be eligible to participate in the Dependent Care Assistance Plan and the Medical Expense Reimbursement Program at a monthly cost to the employee.

12. HOLIDAY/VACATION TIME PROVISIONS

A. Designated Holidays

All employees shall be entitled to the following observed holidays, which shall be credited or charged as vacation time at the rate of eight hours per observed holiday or at a rate that is proportionately equal as prescribed in Section 3.32.010 of the County Code:

- January 1, New Year's Day
- The third Monday in January, Martin Luther King Day
- The third Monday in February, President's Day
- The last Monday in May, Memorial Day
- July 4th, Independence Day
- The first Monday in September, Labor Day
- November 11, Veterans' Day
- November __ (the Thursday designated as Thanksgiving Day)
- The day after Thanksgiving Day
- December 24, Christmas Eve, 4 hours when Christmas Eve falls on any day of the week except Saturday or Sunday.
- December 25, Christmas Day

If January 1, New Years Day; July 4th, Independence Day; November 11th, Veterans' Day; or December 25th, Christmas Day, fall on a Sunday, the Monday following shall be observed as the holiday. Employees who are required to work on an observed holiday shall be entitled to equivalent vacation time off. If an observed holiday listed above falls on a Saturday or on a regularly scheduled day off, employees shall be entitled to equivalent vacation time.

B. Christmas Eve

The designated four-hour holiday on Christmas Eve shall apply to employees working on a regular night shift assignment of 11:00 p.m. to 7:00 a.m. by the granting of time off or, at the option of the County, by the crediting of four hours of vacation time to the records of affected night shift employees.

C. County Holiday Policy

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

D. 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 F of this section for vacation accrual rates.

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

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

E. Vacation Accrual Maximum

The parties agree that employees who have reached the 450 hour vacation accumulation maximum shall not accrue any additional vacation time. Accrual of vacation time shall again commence in the pay period that the employee's vacation time has fallen below the 450 hour maximum. It is the policy of the County that 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 the accrual balances through the employee's paycheck advice notice. Employees are encouraged to request vacation upon nearing the vacation accumulation maximum of 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 450 hours.

If the employee does make a good faith effort to request vacation time and the request is denied by the department or if an approved vacation is canceled, the employee will receive up to 80 hours of vacation cash-out. It is understood employees may have to request vacation time outside of high use times, i.e., holiday seasons and summer months.

F. Vacation Accrual Rate

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

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

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

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

7.70 hours per pay period (twenty-five days a year) for the twenty-first year of continuous service and thereafter until separation from County service.

In addition, employees shall earn 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 pay periods.

G. Limited Cash Conversion

The parties agree that employees with 100 or more hours of accrued vacation on the records may request conversion into cash payments of up to 40 hours of accrued vacation not more frequently than once in a fiscal year, or employees with 200 or more hours of accrued vacation on the records may request conversion into cash payments of up to 60 hours of accrued vacation not more frequently than once in a fiscal year. Such conversion will be granted upon approval of the department head and the Auditor-Controller.

H. Association Time Bank

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

Time bank requests shall be submitted and approved consistent with the Chief Probation Officer's existing policy for approval of vacation time. The SCDPOA time bank request shall be approved unless staffing is required on an overtime basis in order for the request to be approved. SCDPOA time bank shall not supercede previously approved vacation requests of other Chief Probation Officer personnel.

Effective upon Board of Supervisors approval and January 1st of each subsequent year, every employee covered by this agreement shall contribute an equal amount of hours, to create a bank of two hundred (200) hours to be used for SCDPOA business. The unused hours in any year shall be carried over to the next year. However, the maximum number of hours in the time bank shall be capped at two hundred (200) hours. The time bank shall not be subject to cashout nor shall it be returned to contributing employees.

The SCDPOA 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.

13. LEAVES OF ABSENCE

- A. The parties agree that the County's leave of absence policy will remain unchanged during the life of this agreement and that leaves of absence without pay may be approved for probationary employees. Further, as a condition for a leave of absence without pay to continue, the County may require the employee on leave to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved.
- B. In addition, the parties agree that time worked during the probationary period will be counted toward permanent status even if the person has an intervening leave of absence during the probationary period.
- C. The parties further agree that the County's leave of absence policy will change to reflect the fact that the granting of any leave of absence without pay or other time off without pay exceeding 15 calendar days shall cause the employee's date of eligibility for increased vacation accrual rates to be postponed by the equivalent number of months to the nearest number of months for which the leave of absence is granted based on the number of calendar days in such month.

14. AUTOMATIC RESIGNATION

The parties agree that an employee who is absent without authorization and without contacting his or her supervisor for three consecutive working shifts, or longer, will 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.

15. BINDING ARBITRATION

The parties agree to a binding arbitration provision (attachment B). SCDPOA acknowledges that binding arbitration does not apply to the Equal Employment Opportunity Grievance Procedure.

16. MAXIMUM SUSPENSION

The parties agree that the maximum time period during which an employee may be suspended for cause pursuant to County discipline policies shall increase effective July 3, 1990, from 45 days to 90 days. Notwithstanding the 90-day maximum, both parties recognize that the Disciplinary Appeals Board could impose a longer suspension in lieu of termination.

17. NINE/EIGHTY WORK SCHEDULE

The parties agree to continue, on a voluntary basis, a nine/eighty work schedule for members of the bargaining unit.

The parties agree that Alternative and Flexible work Schedules, outside the parameters of the core schedule, are available promising there is adequate coverage for services and with department approval. Alternative Work Schedules are defined as 9/80 or 4/10 schedules. Flexible work Schedules are defined as 40-hours of work within a 7-day workweek. The standard schedule is defined as 7:00am to 6:00pm, Monday through Friday.

18. NO CHARGES ON PROBATIONARY TERMINATIONS

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

19. PAYROLL DEDUCTIONS

A. California Probation, Parole and Correctional Association Dues

The County agrees that consistent with the requirements of the Auditor-Controller, employees in this bargaining unit shall be eligible to participate in a voluntary payroll deduction for California Probation, Parole and Correctional Association dues. The County shall inform SCDPOA of the Auditor-Controller's requirements to initiate the dues deduction.

B. Credit Union Deduction-Operating Engineers

The parties agree that the County will maintain a voluntary payroll deduction for the Operating Engineers' Credit Union.

C. Fair Share Fee Payment

1. The County will provide a payroll deduction for the Stanislaus County Deputy Probation Officers Association, pursuant to the following:

All full-time employees (permanent and probationary) shall as a condition of employment, pay a representation service fee which is the employee's proportionate share of the Stanislaus County Deputy Probation Officers Association and their designated representatives cost of negotiations, meeting and conferring, administering the MOU, and disciplinary representation. Such representation service fee shall in no event exceed the total, regular, periodic membership dues paid by bargaining unit employees.

Within 30 days of employment the department will be responsible for ensuring that new employees have made the union/fair share decision within 30 days and that it is processed through payroll.

2. This representative service fee arrangement provided by this section may be rescinded by majority vote determined in a secret ballot election in which all regular bargaining unit employees are eligible to vote as provided by the Meyers Miliias Brown Act.
3. Employees opposed to having a portion of their fees being spent on activities or causes of a partisan political or ideological nature may exercise relief under the Beck decision.
4. Any employee who objects to joining or financially supporting employee organizations shall not be required to financially support the Union. Such employee, in lieu of a representation service fee, shall instruct the County in writing, with a copy to the Union, to deduct and pay a sum equal to the representation service fee to the United Way of Stanislaus County.
5. When an authorized agent of the County is served with written notice by a concerned unit employee or employees, or by the Union that a dispute exists between such unit employee or employees and the Union involving claimed violation of employee rights with respect to (1) representation service fee expenditures or obligations by the Union, or (2) employee exemption pursuant to paragraph 4, the County shall thereafter deposit such disputed dues or fees in an interest bearing escrow or comparable account pending final resolution of the dispute, and shall so advise in writing the employee or employees and the Union. The County shall not be obligated to take any other or further action pending final resolution of the dispute. Final resolution as used in this subdivision shall mean

resolution of the dispute by way of legally binding arbitration between the employee(s) and the Union. The sole obligation of the County with respect to such disputes is as set forth in this paragraph. The County shall not be made a party to the arbitration.

6. The Union agrees to indemnify and defend the County and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County under this section.

20. REDUCTION-IN-FORCE

The parties agree that the County Reduction-In-Force Policy included in this agreement as Attachment "A" applies to all employees covered by this agreement. At least 21 calendar days of advance notice will be given to employees affected by reduction-in-force actions.

21. PERSONAL PROPERTY DAMAGE PROCEDURE

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

22. SICK LEAVE

A. Cashout Provisions

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

Employees with more than six years of service as a "regular" employee shall receive cash for accrued, but unused sick leave on the books at the rate of 25% of the salary equivalent of such sick leave upon voluntarily terminating County service for any reason other than retirement as described above. Terminations for cause, regardless of the length of service shall result in zero cash-out of accrued sick leave.

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

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

In addition, any current employee who has accrued time in excess of 600 hours may, upon retirement, consistent with current MOU provisions, cash out the amount of time accrued as of the pay period ending January 6, 1995. The total sick leave accrual on this date shall become the employee's individual maximum or cap for sick leave cashout purposes while the employee remains in the continuous employment of the County. For example, if the employee has 1000 hours on the date the cashout maximum takes effect, he or she would be cashed out for 50% of 1000 hours or 500 hours upon retirement. Any time accrued and in excess of this time will not be subject to cashout.

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

Furthermore, the County agrees to request an actuarial study to determine the increased cost of retirement rates, should time above the sick leave cashout maximum be converted toward service credit upon retirement. The conversion amount would be at the same rate if the time would have been cashed out, i.e. 50%. The parties agree to reopen to discuss the results of the actuarial study.

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 will be made available to all employees covered by this agreement. The parties agree to meet and confer prior to implementation. This program must meet the criteria of the Auditor-Controller and Internal Revenue Codes for tax purposes.

23. 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.

24. 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 or 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.

25. FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any and all prior or existing Memoranda of 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 the Agreement shall continue without change unless modified or abolished by mutual agreement of the parties.
- C. It is the intent of the parties that Ordinances, Board Resolutions, rules and regulations enacted pursuant to this Agreement be administered by mutual agreement of the parties.
- D. Nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this agreement.

26. FUTURE MEET AND CONFER TOPICS

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

- A. Retiree Health Trust Fund
- B. Amend Stanislaus County Personnel Policies that are subject to Meet and Confer
- C. Reduction In Force Policy

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 cafeterias contributions currently provided to Association members, except item Filling Vacancies/demotions, County Code 3.08.280e.