

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

DEPT: Chief Executive Office

BOARD AGENDA # B-7

Urgent

Routine

AGENDA DATE December 7, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Implementation of Last, Best, and Final Offer From the County to the Sworn Deputy Sheriff's Bargaining Unit Represented by the Stanislaus Sworn Deputies Association

STAFF RECOMMENDATIONS:

In accordance with Employee Relations Ordinance 3.68.370 and Government Code section 3505.4, implement the provisions of the County's last, best, and final offer to the Sworn Deputy Sheriff's Bargaining Unit Represented by the Stanislaus Sworn Deputies Association.

FISCAL IMPACT:

The provisions of the County's last, best and final offer will not impact any salary or benefits for current employees in the Sworn Deputy Sheriffs Bargaining Unit. The recommendations do include the implementation of reduced retirement benefits for any new employees hired into the bargaining unit starting January 1, 2011. Although no immediate savings are anticipated from this action due to the current hiring freeze and reduced staffing in the Sheriff's Department, the reduction in retirement benefits for future employees will provide significant long term savings throughout the County as employees leaving service are replaced with employees hired under a less costly retirement benefit.

BOARD ACTION AS FOLLOWS:

No. 2010-741

On motion of Supervisor DeMartini, Seconded by Supervisor Chiesa
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

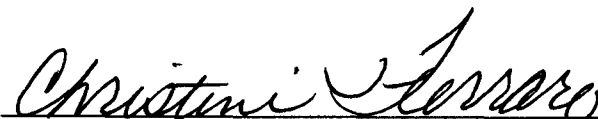
1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

The Stanislaus Sworn Deputies Association (SSDA) represents approximately 160 sworn Deputy Sheriffs and Deputy Coroners in the Sheriff's Department. In April 2010, the County and SSDA agreed to extend the existing Memorandum of Understanding (MOU) between the parties from the original expiration date of December 31, 2010 to a new expiration date of June 30, 2012. This contract extension was granted in recognition of SSDA agreeing with all other County bargaining units to accept a 5% salary cost reduction from July 1, 2010 through June 30, 2012. At the time of reaching agreement on the contract extension, the parties also agreed to meet and confer at a later time to negotiate changes to retirement benefits for future bargaining unit employees hired on or after January 1, 2011. This agenda item addresses the results of the negotiations process for retirement benefits and does not impact any other provisions under the existing MOU.

County Proposal

County staff have met and conferred through negotiations with SSDA representatives to evaluate changes to retirement benefits. The County submitted proposals to change the retirement benefits granted to employees hired on or after January 1, 2011. The County's proposals are consistent with proposals approved by most County bargaining units over the last six months.

The County has proposed that future employees hired starting January 1, 2011 would receive retirement benefits consistent with the Tier Two benefit level in place for County employees prior to March 2002. Current employees receive Tier Five retirement benefits which were implemented in March 2002 as a result of negotiations with all County bargaining units to enhance County retirement benefits. Retirement benefits for current employees are legally protected vested benefits and are not subject to negotiated reductions based on existing legal standards. The County has not proposed any changes which would impact the Tier Five retirement benefits in place for current employees.

The County's retirement system is a defined benefit system with a benefit formula that is based on years of service and age at retirement. Employee retirement benefits are legally guaranteed based on the approved benefit formula and are not subject to modification as a result of investment market losses or fiscal constraints facing the County. The following is a summary of current Tier Five retirement benefit levels for safety employees and the proposed retirement benefits for future safety employees:

Safety Employee Retirement Proposal

	Current Retirement Benefit (Tier Five)	Proposed Retirement Benefit (Tier Two)
Benefit Level	Years of Service at 3% at age 50	Years of Service at 2% at age 50 Benefit % increases each year to a maximum of 2.62% at age 55
Example	Employee retires at age 50 with 25 years of service 3% multiplied by 25 years = 75% of annual salary in retirement	Employee retires at age 55 with 30 years of service 2.62% multiplied by 30 years = 78.6% of annual salary in retirement
Final Average Salary	Employee's annual salary is determined by their single highest year of earnings	Employee's annual salary is determined by an average of their three highest years of earnings

Negotiations with Other Safety Bargaining Units

The County has successfully negotiated agreements using the same retirement proposal approved by the following safety bargaining units over the last six months:

- Custodial Deputy Sheriff's Bargaining Unit
- Sergeant's Bargaining Unit
- Sheriff's Management Bargaining Unit (Lieutenants)
- District Attorney Investigator's Bargaining Unit
- Deputy Probation Officer's Bargaining Unit

The Group Supervisor's Bargaining Unit is the only remaining safety unit without an agreement on retirement benefits. Negotiations are currently underway on this issue in preparation of the bargaining unit's contract expiration on December 31, 2010. In April 2010, the County also approved this same retirement change for any unrepresented employees hired starting January 1, 2011.

Negotiation Impasse

SSDA membership has voted to reject the County's proposal to reduce benefits for future employees. The parties have been unable to negotiate a mutually agreeable change to retirement benefits for future employees and on December 1, 2010 the parties declared an impasse in negotiations. Both SSDA and the County have

Implementation of Last, Best, and Final Offer From the County to the Sworn Deputy Sheriffs Bargaining Unit Represented by the Stanislaus Sworn Deputies Association
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acknowledged this impasse will not be resolved through additional negotiations. County Ordinance 3.68.370 provides for this matter to now be referred to the County Board of Supervisors to "...take such action regarding the impasse as it in its discretion deems appropriate in the public interest."

Government Code section 3505.4 authorizes a public agency, after the exhaustion of impasse procedures, to implement its last, best, and final offer. Impasse procedures having been exhausted, it is recommended that the Board implement the provisions of the County's last, best, and final offer, as reflected in Attachment A.

If approved, the recommended retirement benefit change would be implemented in conjunction with all other approved bargaining units scheduled for January 1, 2011. County staff will present an additional report to the Board of Supervisors in the coming weeks to finalize all of the associated recommendations, fiscal projections and requirements necessary to reinstate the Tier Two retirement benefit level for those bargaining units approved by the Board of Supervisors.

Consistent with Government Code section 3505.4, this recommended unilateral implementation does not constitute implementation of a new memorandum of understanding. This recommended action is also without prejudice to the Association's right each year to request to meet and confer over these matters within the scope of representation.

POLICY ISSUES:

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

STAFFING IMPACT:

There is no staffing impact associated with this recommendation.

CONTACT PERSON:

Jody Hayes, Deputy Executive Officer. Telephone: (209) 525-5714

**ATTACHMENT A
LAST, BEST AND FINAL OFFER**

Retirement Reinstatement/Reemployment

K. Retirement

- 4-1. 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**. ~~Effective with the implementation of three percent (3%) of base salary at fifty (50), retirement benefits for all employees shall be calculated on the single highest twelve (12) consecutive months.~~

The Safety Tier Two retirement plan will be reinstated for all newly hired members of the 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.

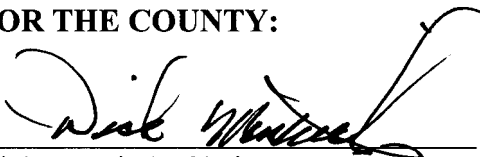
Employees who are rehired/reinstated with the County after the implementation of Tier Two on January 1, 2011 and have met the necessary membership criteria to be placed in their former retirement tier shall be eligible for placement in that former tier. In general, current legal standards allow rehired 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.

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


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

Pursuant to the Employee relations Ordinance of the County and Section 3500 et seq. of the Government Code, the duly authorized representatives of the County and the SSDA, having met and conferred in good faith concerning the issues of wages, hours and terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE COUNTY:




Dick Montieth, Chair
Board of Supervisors



Richard W. Robinson
Chief Executive Officer

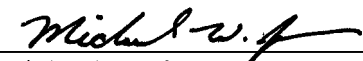


Jody Hayes
Deputy Executive Officer

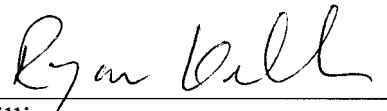


Brandi Welsh
Management Consultant

FOR SSDA:



Michael Jarvis
Labor Representative



Ryan Killian
President

DATE SIGNED 2/29/11

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- A. REDUCTION-IN-FORCE POLICY
- B. BINDING ARBITRATION OF DISCIPLINE AND GRIEVANCES
(EXCLUDING EEO GRIEVANCES)
- C. SIDE LETTER REGARDING CONFLICT OF INTEREST COUNSEL
- D. HEALTH INSURANCE AGREEMENT
- E. AGREEMENT BETWEEN THE COUNTY OF STANISLAUS AND THE STANISLAUS
SWORN DEPUTIES ASSOCIATION EXTENSION OF CURRENT MEMORANDUM
OF UNDERSTANDING
- F. RETIREMENT INCENTIVE PROGRAM

1. EMPLOYEES COVERED

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

2. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect for an thirty-six (36) month period commencing on July 1, 2009 and ending on June 30, 2012.

3. NO STRIKE

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

4. NON-DISCRIMINATION/FAIR REPRESENTATION

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

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

5. SAFETY PROGRAM SUPPORT

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

6. COUNTY RIGHTS

Stanislaus County retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of the departments of County government and all of their various aspects, including, but not limited to the right to direct the work force; to plan,

direct and control all of the operations and services of the County; to determine the methods, means, organization, and schedule by which such operations and services are to be conducted; to assign and transfer employees within the various departments; to hire, promote, suspend, demote, discharge, reprimand, and evaluate employees; to relieve employees from duty due to lack of work or other legitimate reasons set forth in the County reduction-in-force policy; to change or eliminate existing methods, equipment, or facilities in order to maintain or increase the efficiency of governmental operations; and to exercise complete control and discretion over its organization and the technology of performing its work. Nothing contained herein shall be construed to preclude meeting and conferring between employer and employee regarding the practical consequences that decisions on these matters may have on wages, hours, terms, and conditions of employment.

7. COMPENSATION

A. Salary

All employees in the SSDA 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 the extension of the current memorandum of understanding (Attachment E).

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

B. Salary Administration

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

prior step until the employee reaches the maximum step of the appropriate salary range."

The second change concerns the County's policy of postponing the employee's anniversary date by the number of months during which an employee was granted a leave of absence without pay. The parties agree to a change in this policy so that any leave of absence without pay, or other time off without pay exceeding fifteen (15) calendar days, shall cause the employee's anniversary date to be postponed by the equivalent number of calendar days.

C. Salary on Promotion

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

D. On-Call Pay

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

A member is deemed "available and accessible" when:

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

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

E. Overtime

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

employee has accumulated over (4) hours of additional work in the pay period, or for any additional work performed on a non-scheduled work day, the employer may flex the employee's remaining work schedule in the pay period by mutual agreement.

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

F. Compensatory Time Off (CTO)

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

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

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

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

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

G. Call-Back

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

H. Court Pay

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

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

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

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

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

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

I. POST Certificate

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

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

J. Acting Sergeant Compensation

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

K. Retirement

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

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

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

L. Special / Collateral Assignment Process

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

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

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

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

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

2. Terms

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

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

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

Crimes Against Persons (CAP)

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

Crimes Against Children (CAC)

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

STING Detective
Traffic Motor Deputies
Civil Division Deputies

The following Collateral/Special Assignments shall have a term of two (2) years:
Gang Suppression Unit (STING Investigators)
STING K9

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

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

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

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

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

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

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

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

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

M. Special Assignment Pay Provisions

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

understanding, some compensable work was being performed, all such work will be compensated at minimum wage.

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

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

N. Bilingual Certification Pay

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

8. DAYLIGHT SAVINGS TIME

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

9. HOLIDAY/VACATION TIME PROVISIONS

A. County Holiday Policy

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

January 1, New Year's Day
Third Monday in January, Dr. Martin Luther King Jr. Day
Third Monday in February, Presidents' Day
Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
November 11, Veterans' Day
Thursday in November designated as Thanksgiving Day
Day after Thanksgiving Day
December 24, Christmas Eve (4 hours)
December 25, Christmas Day

2. Employees are entitled to four hours of holiday time when Christmas Eve falls on any day of the week except Saturday or Sunday. Employees required to work full shifts, including Saturday or Sunday, on Christmas Eve shall be credited with four hours of vacation time.
3. Only the immediate days of mourning or holiday declared by the President and Governor shall be County holidays in addition to the specific list of holidays above. The County may add holidays or additional hours beyond the minimums set forth in this agreement.
4. Employees must be in a paid employment status on the day before and the day after a holiday in order to receive holiday pay or holiday credit.
5. If January 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.

C. Vacation Accumulation Maximum

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

The parties agree that, employees who have reached the four hundred fifty (450) hour vacation accumulation maximum shall not accrue any additional vacation

time. Accrual of vacation time shall again commence in the pay period that the employee's vacation time has fallen below the 450 hour maximum. It is the policy of the County that the employees take at least their normal vacation each year; provided, however, that for reasons deemed sufficient by their department head, an employee may, with the consent of the department head, take less than the normal vacation time with a correspondingly longer vacation the following year.

Employees who are nearing the vacation accumulation maximum of four hundred fifty (450) hours (at three hundred seventy (370) hours or higher) shall receive notification from the department. Employees are encouraged to request vacation upon receiving this notice pursuant to department procedures.

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

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

D. Limited Cash Conversion

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

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

E. Vacation Accumulation Rate

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

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

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

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

7.70 hours per pay period (twenty-five (25) days a year) for the twenty-first (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. Association Time Bank

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

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

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

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

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

10. SENIORITY

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

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

11. SENIORITY SHIFT PREFERENCE

A. Shift and Squad Bidding

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

Each shift shall be bid/requested bi-annually on the basis of seniority starting during the months of February and July each year. At this time the employee will bid for both shift and squad in the upcoming shift and squad change. All employees, including those on approved leave of absence, may submit bi-annual bids for seniority shift preference during the months above

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

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

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

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

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

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

12. VACATION REQUESTS

A. Restricted Shifts

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

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

assigned to contract cities.

B. Seniority Requests

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

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

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

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

C. Standard Requests

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

D. Approved Vacations

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

13. LEAVES OF ABSENCE

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

14. AUTOMATIC RESIGNATION

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

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

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

15. MAXIMUM SUSPENSION

The parties agree that the maximum time period during which an employee may be suspended for cause pursuant to County discipline policies is forty-five (45) work days.

16. ARBITRATION EXPENSES

This provision shall apply in the event that an individual, as opposed to the Association, pursues arbitration. The employee shall be responsible for one-half the costs of the arbitration as identified in Grievance Procedures (Attachment B). Prior to engaging the services of an arbitrator or court reporter, the individual shall make a deposit covering each day of arbitration, and certify that he or she is individually responsible for the costs of the arbitrator and court reporter, and that the County will have no responsibility to pay for the individual's share of costs as specified in the grievance and arbitration procedure. An arbitrator shall have no jurisdiction to order that the County assume responsibility for paying an individual's share of grievance and arbitration costs.

17. PROBATIONARY PERIOD

A. Length of Probationary Period

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

B. Extension of Probationary Periods

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

18. PERFORMANCE EVALUATIONS

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

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

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

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

19. REDUCTION-IN-FORCE POLICY

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

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

The parties agree that the joint Reduction-In-Force Policy included in this agreement as Attachment A, applies to all employees covered by this agreement. The joint Reduction-

In-Force Policy may only be amended by mutual agreement of the County and all four represented bargaining units.

20. GROUP INSURANCE BENEFITS

A. Group Plans Available

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

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

B. Life Insurance

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

21. IRS CODE SECTIONS

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

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

22. PAYROLL DEDUCTIONS

A. Agency Shop

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

23. FUTURE MEET AND CONFER TOPICS

The SSDA 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:

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

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

The parties agree to meet and confer during the term of this agreement upon the County's request to negotiate retirement benefits for employees hired into the bargaining unit after January 1, 2011. The meet and confer shall not be any earlier than November 1, 2010.

24. PERSONAL PROPERTY DAMAGE PROCEDURE

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

25. SICK LEAVE

A. Sick Leave Cashout

The sick leave policy of the County in effect immediately prior to the commencement of this agreement shall remain in effect during the term of this agreement, with the exception that the policy of the County concerning pay for a portion of accrued sick leave upon termination of County employment shall be amended as follows in the consideration of the salary and other fringe benefit increases in this agreement. Employees who terminate from County service as a result of death, non-service connected disability retirement, or service retirement shall be eligible to receive cash for accrued, but unused sick leave on the books at the rate of fifty percent (50%) of the salary equivalent of such sick leave.

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

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

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

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

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

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

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

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

C. Sick Leave Used for Family Leave

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

26. UNIFORM ALLOWANCE

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

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

27. MILEAGE REIMBURSEMENT

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

28. INTERNAL AFFAIRS INVESTIGATIONS

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

29. SAFETY EQUIPMENT

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

- Side arm (pistol) and ammunition
- Rifle or shotgun
- Less than lethal shotgun
- Taser
- Taser holder
- Leather duty-belt
- Duty holster
- Magazine pouch
- Key carrier
- Radio and radio holder
- One (1) pair of handcuffs and case
- One (1) mace/pepper spray and holder
- Baton and holder
- Body Armor Level II or IIIA
- Rain jacket
- Safety vest (traffic)
- Flashlight and holder
- Radio
- Raid vest (Detectives/Investigators)

Additional safety equipment will be available based upon special assignment.

B. Body Armor

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

C. Motor Officer Equipment

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

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

D. Canine Handlers

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

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

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

30. RETIREE MEDICAL TRUST

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

31. SEVERABILITY

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

32. DISCIPLINARY APPEALS BOARD

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

33. FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, Understandings, and Agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.
- B. Existing practices and/or benefits which have a direct effect on employee wages, hours and other terms and conditions of employment which are not referenced in this Agreement shall continue without change unless modified or abolished by mutual agreement of the parties. The parties understand and agree that the provisions of mutual agreement shall not apply to issues under conditions of employment unless it can be shown that they affect wages, hours or other substantial terms or conditions of employment.

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

- C. It is the intent of the parties that ordinances, Board resolutions, rules and regulations enacted pursuant to this Agreement shall be administered and observed in good faith.
- D. Nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer in any subject within the scope of representation during the term of this Agreement.



Attachment A

CHIEF EXECUTIVE OFFICE

Richard W. Robinson
Chief Executive Officer

Patricia Hill Thomas
Chief Operations Officer/
Assistant Executive Officer

Monica Nino-Reid
Assistant Executive Officer

Stan Risen
Assistant Executive Officer

December 14, 2010

1010 10th Street, Suite 6800, Modesto, CA 95354
P.O. Box 3404, Modesto, CA 95353-3404
Phone: 209.525.6333 Fax: 209.544.6226

TO: Darrell Freitas, President, Sheriffs' Management Association
Larry Seymour, President, Sheriffs' Supervisors Association
Ryan Killian, President, Sworn Deputies' Association
Grant Beard, President, Deputy Sheriffs' Association

FROM: Nancy Bronstein, Deputy Executive Officer *N.B.*

SUBJECT: **REDUCTION-IN-FORCE POLICY FOR THE SHERIFF'S DEPARTMENT BARGAINING UNITS**

Thank you for your recent participation in discussions related to the negotiated January 1, 2006 Reduction-in-Force Policy (attached), the County appreciates your willingness to review potential changes to the policy. Each of your current Memorandums of Understanding (MOU) state that the policy may only be modified by the mutual agreement of the County and all four unrepresented bargaining units. Because, the County was unable to gain the concurrence of all four bargaining units the policy as attached remains in place.

This memo is to serve as a clarification to the calculation of County seniority in the event of a tie in classification seniority of two or more individuals. The current RIF Policy states that, "Where two or more individuals have equal seniority, then total County seniority shall determine the order of layoff...The calculation of total County seniority in this policy shall be consistent with the County Reduction-in-Force Policy." Recently, the methodology of using the County's Reduction-in-Force Policy (attached) was questioned and the matter was heard before the County's Personnel Hearing Board. Specifically, the issue questioned how seniority is calculated when an employee leaves and returns to County service. The Personnel Hearing Board ruled that based upon the provisions contained in the January 1, 2006 Policy, the County properly calculated the tie utilizing the County's Reduction-in-Force Policy. This policy includes the methodology for calculating County seniority in the event of a break-in-service.

Current County policy states, "The most expeditious method of continuous service calculations is first to determine if there was any period or periods where the employee was not on the job which totaled more than 90 days in any twelve month period not including any approved leaves of absence and suspensions, whether with pay or without pay or unpaid suspension. If there has been no such absences, then "continuous service" has not been broken and all periods of employment count in calculating seniority." This methodology will continue, if needed, in any case where two or more individuals have equal classification seniority and a break-in-service may have occurred.

Please contact Brandi Welsh, Management Consultant in the Chief Executive Office at (209) 525-7690 or welshb@stancounty.com if you have any questions. Again, thank you for your participation in our recent discussions. I appreciate your time and effort on this important policy.

Cc: Adam Christianson, Sheriff
Paul Konsdorf, Labor Representative
Michael Jarvis, Labor Representative

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.

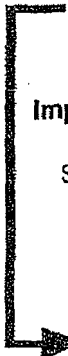
An agreed upon lottery system will be used in cases of equal County seniority. The calculation of total County seniority in this policy shall be consistent with County Reduction-in-Force policy.

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.

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.

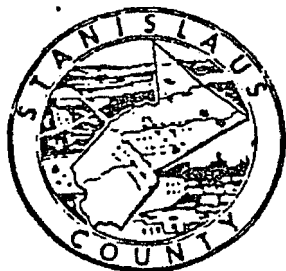
A copy of the written decision shall be transmitted to the Department Head and the Director of Personnel. The Director of Personnel shall cause to be served a copy of the decision upon the employee. Service by mail at the employee's last known address shall be sufficient for purposes of this section. 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) 525-6378
FAX (209) 544-6228

MICHAEL H. KRAUSNICK
COUNTY COUNSEL
E. VERNON SEELE
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.

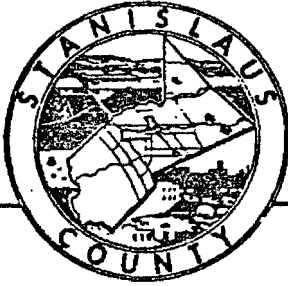
If you have any questions regarding this letter or its content, please do not hesitate to contact me.

Very truly yours,

MICHAEL H. KRAUSNICK
County Counsel

MRK/vln

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



Stanislaus County

Personnel Department

Administration Building
1100 H Street
Modesto, California 95354
Phone (209) 525-6341

April 15, 1991

Gary Messing
Attorney-at-Law
Carroll, Burdick and McDonough
1303 J Street, Suite 500
Sacramento, CA 95814

Dear Gary:

This letter is intended to summarize the County's position with regard to County employees who may be subpoenaed by the DSA as witnesses and the associated witness expenses related to the binding arbitration proceedings.

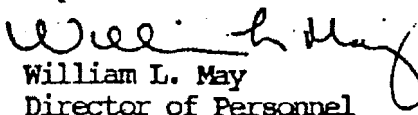
The County acknowledges that the issue is not specifically addressed in the proposed language covering binding arbitration of disciplinary proceedings and grievances. It is the County's position that the witness expenses must be addressed on a case-by-case basis.

The County acknowledges that it will not be unreasonable with regard to release time of County employees who have been asked to participate by the DSA as a witness. The DSA also agrees to be reasonable in the number of County employees to be called as witnesses and will make a good faith effort to insure that these employees serve as witnesses at no expense to the County.

While the County will not give a blanket agreement to assume witness costs, it will consider reasonable requests by the DSA regarding issues of compensation for off duty county employees who are called as witnesses on the behalf of the DSA.

There are two other issues regarding binding grievances arbitration that have been discussed by the parties. The DSA has agreed that EEO grievances are not subject to the arbitration procedure. The other issue involves past practices. It is the County's position that past practices are not grievable if the practice grieved has not been codified by state law, County ordinance, resolution, Memorandum of Understanding, etc.

Sincerely,


William L. May
Director of Personnel

WLM:tt
gm/wp

ATTACHMENT D

**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.

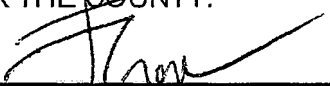
- For purposes of this policy, hours worked includes all forms of paid time rounded to the nearest whole number. Examples of paid time include, but are not limited to vacation, sick, comp time off, 4850 leave, paid admin leave, etc.
- This provision does not apply to part-time extra-help employees who 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.

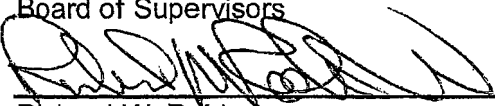
It is understood by the parties that these provisions fully set forth the agreement of the parties in matters of health insurance as herein specified. The parties agree that only through mutual agreement of all the parties to this agreement would discussion occur during the term of this agreement on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

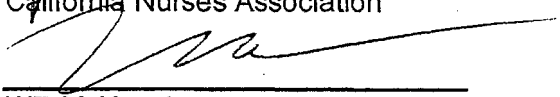
FOR THE UNIONS:



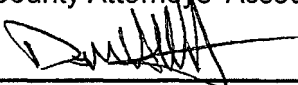
Paul Konsdorf
Goyette & Associates



Jerry Fillingim
California Nurses Association



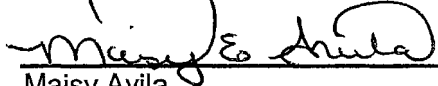
WR McKenzie
County Attorneys' Association




David Hutchinson
District Attorney Investigators'
Association



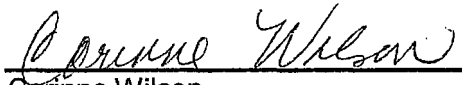
Steve Jackson
Stanislaus County Deputy
Probation Officers' Association



Maisy Avila
Service Employees International
Union Local 521

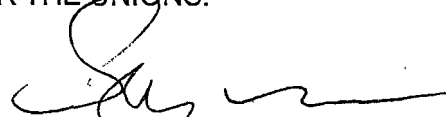


Grant Beard
Stanislaus County Deputy Sheriffs
Association

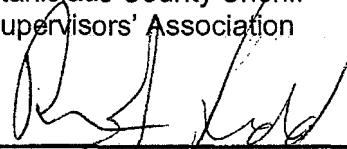


Corinne Wilson
AFSCME/SCEA Local 10

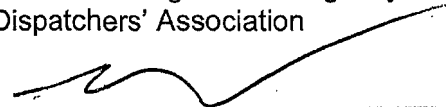
FOR THE UNIONS:



Larry Seymour
Stanislaus County Sheriff
Supervisors' Association



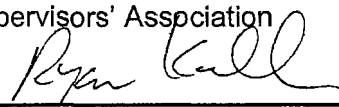
Roger Ladd
Stanislaus Regional Emergency
Dispatchers' Association



Darrell Freitas
Stanislaus County Sheriff
Management Association



Frank Murillo
Stanislaus County Group
Supervisors' Association



Ryan Killian
Stanislaus Sworn Deputies
Association

**AGREEMENT
BETWEEN COUNTY OF STANISLAUS
AND
STANISLAUS SWORN DEPUTIES ASSOCIATION**

RE: EXTENSION OF CURRENT MEMORANDUM OF UNDERSTANDING

Pursuant to this agreement between the County of Stanislaus (County), and the Stanislaus Sworn Deputies Association (SSDA), the parties agree as follows:

Whereas, the County has requested all labor organizations to consider proposals for salary cost reductions in Fiscal Years 2010-2011 and 2011-2012; and

Whereas, SSDA has requested an extension of the current Memorandum of Understanding between the County and SSDA which is due to expire on December 31, 2010.

Now therefore, the parties agree to the following terms and conditions, subject to ratification of SSDA membership and the County Board of Supervisors:

1. The parties agree to extend the expiration of the current Memorandum of Understanding between the County and SSDA from December 31, 2010, to June 30, 2012.
2. The parties agree Section 7-A of the agreement will be amended to apply only to represented or unrepresented bargaining units in the Stanislaus County Sheriff's Department.
3. The parties agree to meet and confer during the term of this agreement upon the County's request to negotiate retirement benefits for employees hired into the bargaining unit after January 1, 2011. The meet and confer shall not be any earlier than November 1, 2010.
4. All employees in the SSDA 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.
5. 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.

6. 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.
7. 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.

8. 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.
9. 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.
10. The parties agree to implement a Retirement Incentive Program as outlined in Attachment A.
11. 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 the SSSA who are terminated or demoted through a reduction in force action from the date of agreement through June 30, 2012.

12. The SSSA 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.
13. 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.
14. 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.
15. Employees may voluntarily request unpaid Voluntary Time Off (VTO), as per County policy, in addition to the 5% salary deduction.

Agreed to this _____ day of _____, 2010

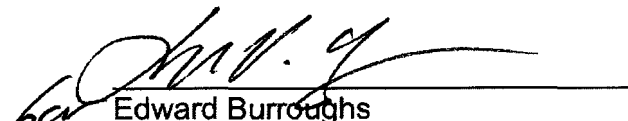


Richard W. Robinson
Chief Executive Officer



SSDA President
Stanislaus Sworn Deputies Association

Approved as to Form:



Edward Burroughs
Deputy County Counsel

Stanislaus County Retirement Incentive Program

Eligibility

20 Years of full-time service in Stanislaus County; or

Full-time employee eligible for normal service retirement from StanCERA as of July 1, 2010

- General Members – 30 yrs of total service OR 50 yrs old with 5 yrs of service and 10 yrs of membership in StanCERA
- Safety Members – 20 yrs of total service OR 50 yrs old with 5 yrs of service and 10 yrs of membership in StanCERA

Benefit

Termination pay of \$1,000 per year of full-time County service, up to a maximum of \$25,000

Termination pay is not retirement contributable and will not impact employee's final average salary calculation for retirement

Option available for employees to split benefit payment between July 2010 and January 2011; employee will be converted to extra help employment status for purposes of the January 2011 payment distribution but will not be eligible to earn any additional compensation. Employees will have the option of diverting payments to deferred compensation plans in accordance with IRS regulations.

Cost

Paid out of existing department appropriations in FY 2010-2011

Approval

Employee participation in Retirement Incentive Program will require Department Head and CEO approval

Request and approval process to be completed in conjunction with Proposed Budget for departments to include savings in FY 2010-2011 budget

Based on a review of the program for FY 2010-2011, County may offer the program again for employees retiring in July 2011 to assist with the FY 2011-2012 budget. This option is at the sole discretion of the County.

Staffing Impact

Department to delete the resulting vacant position by August 1, 2010

If resulting vacancy is identified as a critical position, department may substitute for an alternative position(s) of equal value (requires CEO approval)

Employees approved for Retirement Incentive Program are not eligible for future employment with Stanislaus County (including regular, part-time or personal services contract), unless approved by the Board of Supervisors

Stanislaus County Retirement Incentive Program

Eligibility

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- Safety Members – 20 yrs of total service OR 50 yrs old with 5 yrs of service and 10 yrs of membership in StanCERA

Benefit

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Termination pay is not retirement contributable and will not impact employee's final average salary calculation for retirement

Option available for employees to split benefit payment between July 2010 and January 2011; employee will be converted to extra help employment status for purposes of the January 2011 payment distribution but will not be eligible to earn any additional compensation. Employees will have the option of diverting payments to deferred compensation plans in accordance with IRS regulations.

Cost

Paid out of existing department appropriations in FY 2010-2011

Approval

Employee participation in Retirement Incentive Program will require Department Head and CEO approval

Request and approval process to be completed in conjunction with Proposed Budget for departments to include savings in FY 2010-2011 budget

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PowerPoint Presentation



Sworn Deputy Sheriff Impasse

December 7, 2010

**Current
Safety Retirement Benefit
(Tier Five)**

**Proposed
Safety Retirement Benefit
(Tier Two)**

Benefit Level	<p align="center">Years of Service at 3% at age 50</p>	<p align="center">Years of Service at 2% at age 50</p> <p align="center">Benefit % increases each year to a maximum of 2.62% at age 55</p>
Example	<p align="center">Employee retires at age 50 with 25 years of service 3% multiplied by 25 years = 75% of annual salary in retirement</p>	<p align="center">Employee retires at age 55 with 30 years of service 2.62% multiplied by 30 years = 78.6% of annual salary in retirement</p>
Final Average Salary	<p align="center">Employee's annual salary is determined by their single highest year of earnings</p>	<p align="center">Employee's annual salary is determined by an average of their three highest years of earnings</p>

Retirement Tier Changes

Safety Units

Approved

- DA Investigators
- Deputy Probation Officers
- Sheriff Custodial Deputies
- Sheriff Sergeants
- Sheriff Lieutenants

In Process

- Group Supervisors

General Units

Approved

- SEIU
- Nurses Association

Tentative Agreements

- Attorneys Association
- Dispatch Association

Pending Contract Expiration

- AFSCME

Staff Recommendation

- In accordance with Employee Relations Ordinance 3.68.370 and Government Code section 3505.4, implement the provisions of the County's last, best, and final offer to the Sworn Deputy Sheriff's Bargaining Unit represented by the Stanislaus Sworn Deputies Association