

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

DEPT: Chief Executive Office

BOARD AGENDA # \*B-6

Urgent

Routine

AGENDA DATE July 10, 2012

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of Labor Agreement between the County and the Stanislaus County Employees Association, AFSCME Local 10 Representing the Mid-Management/Supervisory Bargaining Unit, Technical Services Bargaining Unit, Crafts/Maintenance/Institutional Bargaining Unit, and Office Worker/Clerical Bargaining Unit

STAFF RECOMMENDATIONS:

1. Approve the provisions contained in the tentative agreement reached between the County and the Stanislaus County Employees Association, AFSCME Local 10, representing the Mid-Management/Supervisory Bargaining Unit, Technical Services Bargaining Unit, Crafts/Maintenance/Institutional Bargaining Unit, and Office Worker/Clerical Bargaining Unit.
2. Approve the continuation of the current 5% salary deduction and the implementation of an additional 1% salary deduction for a total salary deduction of 6% that will not expire.
3. Authorize the Chairman of the Board and all parties to sign the agreement.

- Continued on Page 2 -

FISCAL IMPACT:

The Adopted Proposed Budget for Budget Year 2012-2013, approved by the Board of Supervisors on June 5, 2012, presented a balanced interim spending plan for Fiscal Year 2012-2013; however, significant challenges remain. Chief Executive Office Senior Staff and County Departments are actively working to develop budget solutions to address ongoing operational deficits and eliminate the need to supplement future operating budgets with one-time funding sources. Ongoing budget modeling includes a

- Continued on Page 2 -

BOARD ACTION AS FOLLOWS:

No. 2012-355

On motion of Supervisor Withrow, Seconded by Supervisor Monteith  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

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.

**SUBJECT (Continued):**

4. Authorize the Chief Executive Officer and County Auditor-Controller to implement all terms and conditions of the approved agreement in compliance with applicable State and Federal laws.

**FISCAL IMPACT (Continued):**

continuous analysis of short-term and long-term financial strategies to support the County's efforts to preserve critical services in the community during a time of unprecedented declines in local discretionary funding. These strategies are continuously evaluated and refined as more information becomes available regarding future fiscal exposures and potential budget resources.

Based on this modeling, we are fully aware that as an organization, further budget reductions are required to balance the County's budget and eliminate the reliance on one-time funding sources.

As a result of ongoing fiscal challenges along with the expiration of the current 5% Salary Deduction agreements with all bargaining units on June 30, 2012, the County recognized that future salary savings were necessary to maintain the organization's fiscal stability. In July of 2011, the County invited all labor organizations to have joint discussions on both benefits and salary during the Health Insurance Negotiations. With all current labor contracts not expiring until June 30, 2012, salary discussions were voluntary for all labor groups, with some groups voluntarily participating in discussions and some groups declining. As a result of these discussions, on November 8, 2011, the Board of Supervisors approved agreements with seven employee organizations to implement a new 6% permanent salary deduction to be effective July 1, 2012, upon the expiration of the current 5% salary deduction. The new agreements would result in a net 1% increase in salary deduction from the current 5% deduction agreement which expires June 30, 2012, to the new 6% deduction agreement effective July 1, 2012. On February 14, 2012, the Board approved a similar agreement with the Stanislaus County Deputy Sheriff's Association and on June 19, 2012 the Board approved a similar agreement with the California Nurses Association.

This salary savings was in addition to the health agreement put in place on January 1, 2012, which has provided savings equivalent to a 2.0% reduction in employee wages. This savings was achieved through the County's move to a self-funded insurance model, an expansion of health plan alternatives and a reduction in the County's benefit contribution.

Approval of Labor Agreement between the County and the Stanislaus County Employees Association, AFSCME Local 10 Representing the Mid-Management/Supervisory Bargaining Unit, Technical Services Bargaining Unit, Crafts/Maintenance/Institutional Bargaining Unit, and Office Worker/Clerical Bargaining Unit

Page 3

The 6% salary savings will be taken on the employee's base pay and will reduce both the employee and County retirement contribution along with reducing payroll taxes. Employees will receive 48 hours of Special Accrued Leave Time (SALT) as part of the Salary Cost Deduction agreement.

In some situations in non-general fund positions, salary savings may result in a corresponding reduction in revenue. The November 8, 2011 staff report reported the estimated salary savings for the seven previously approved bargaining units and unrepresented employees at approximately \$4,459,579. The February 14, 2012 staff report estimated 6% salary savings for the Deputy Sheriff's Association at \$1,031,079. The June 19, 2012 staff report estimated 6% salary savings for the California Nurses Association at \$492,443. The estimated savings from the 6% salary deduction for AFSCME is \$7,144,237 County wide and \$1,461,862 in the General Fund. There are currently 1,989 allocated positions County wide in this bargaining unit including 397 positions assigned to the General Fund. These savings will allow departments to reduce the amount of one-time funds required to balance their budget and assist in maintaining critical programs and services.

The estimated savings will assist the County in reducing operational costs in an effort to preserve jobs for existing County employees and maintain critical programs and services to the community.

#### **DISCUSSION:**

The Chief Executive Office, with assistance from County Departments, has been actively working to develop budget solutions to address the ongoing operational deficits, eliminate the need to supplement future operating budgets with one-time funding sources and ensure critical programs and services continue. Staff has been modeling options and alternatives to eliminate this structural funding shortfall. With over 36% of the overall County budget and 52% of the General Fund used to cover salary and benefit costs, it is apparent that part of the solution needs to be a reduction in these costs. As reported previously, the County has already implemented many labor cost reduction strategies during the current fiscal year and prior fiscal years in an effort to reduce salary and benefit costs in relation to decreased revenues, yet the County continues to face funding shortfalls. Some of the current and prior cost reduction strategies include:

- 5% salary deductions for all County employees for Fiscal Years 2010-2011 and 2011-2012;
- Reduction in retirement benefits for all employees hired after January 1, 2011;
- Negotiated agreements with labor groups to address benefit cost increases;
- Maintaining position vacancies and hiring freeze policy;
- Reducing extra help or temporary staffing;

Approval of Labor Agreement between the County and the Stanislaus County Employees Association, AFSCME Local 10 Representing the Mid-Management/ Supervisory Bargaining Unit, Technical Services Bargaining Unit, Crafts/Maintenance/ Institutional Bargaining Unit, and Office Worker/Clerical Bargaining Unit

Page 4

- Reducing or eliminating out-of-County travel;
- Modifications to compensation and benefit plans for unrepresented Management and Confidential employees;
- Suspension of employee vacation cash outs (some exceptions apply);
- Implementation of County Voluntary Time Off Policy; and,
- Implementation of reduction-in-force actions where necessary.

With the 5% salary deduction ending on June 30, 2012 and little economic relief in sight, it became apparent that additional reductions in salaries and benefits would be required in future fiscal years. In July 2011, the County entered into joint labor discussions on the Health Benefit Agreement expiring December 31, 2011. These joint discussions provided the County a unique opportunity to negotiate salary and health benefits simultaneously. While the health discussions were due to the pending expiration of the current Health Benefit contract, the labor organizations participated voluntarily in the salary discussions.

The County believed this opportunity to jointly negotiate salary and benefits had substantial advantages for both parties. It provided the opportunity for labor organizations to negotiate a total salary and benefit package that met both the employees' and the County's needs and would also provide the opportunity for bargaining units to extend their current agreements beyond the expiration of July 1, 2012 to provide greater stability to their members during these times of fiscal uncertainty. For the County, an early agreement on salary would also allow for advanced budget planning for departments for the next two Fiscal Years and the opportunity to address core salary and benefit issues in a consistent fashion for those groups voluntarily participating in salary discussions.

The majority of County bargaining units participated in initial discussions to evaluate potential salary proposals and the potential to extend current labor agreements which are scheduled to expire on July 1, 2012. In these discussions, the County emphasized the need for long term solutions that could yield permanent reductions in salaries. The County also recognized the impact of the current salary deduction agreements which provide 13 days of special accrued leave per year for each County employee, creating additional challenges for departments to provide adequate support for County services with already reduced staffing levels. Participating labor organizations worked with the County through the negotiations process to reduce the current number of SALT days from thirteen per year to six per year, starting July 1, 2012. The agreements also contain a provision to reduce and eventually eliminate all SALT days in the future if the County is in a better fiscal position to restore employee salaries and reduce or eliminate the 6% salary deductions. On November 8, 2011, the Board of Supervisors approved tentative agreements with seven groups for a 6% permanent salary deduction that includes 48 hours of SALT effective July 1, 2012. The Board of Supervisors also implemented this deduction for all unrepresented employees at the November 8, 2011

Approval of Labor Agreement between the County and the Stanislaus County Employees Association, AFSCME Local 10 Representing the Mid-Management/ Supervisory Bargaining Unit, Technical Services Bargaining Unit, Crafts/Maintenance/ Institutional Bargaining Unit, and Office Worker/Clerical Bargaining Unit  
Page 5

Board meeting. On February 14, 2012, the Board approved the tentative agreement with the Deputy Sheriff Association. On June 19, 2012, the Board approved the tentative agreement with the California Nurses Association.

The County has been in negotiations with the three remaining labor groups in preparation of their contract expiration date of June 30, 2012. The County has now negotiated a tentative agreement for a new MOU with AFSCME. The new tentative agreement covers a twenty-four (24) month period from July 1, 2012 through June 30, 2014 and includes a 6% salary deduction that will not expire and 48 hours of furlough time annually. Language in the tentative agreement for salary states employee shall continue the previously agreed upon 5% salary deduction and shall also receive an additional 1% deduction effective July 1, 2012, for a total deduction 6%. The parties agree that the salary deduction is necessitated by financial difficulties and the parties anticipate and intend an improved economy will mitigate the need for a salary deduction and they will meet and confer in good faith beginning no later than February 2014 regarding the restoration of the 6%.

Negotiated agreements also include a change in the overtime provision to no longer count sick time, bereavement leave and comp time as time worked in the computation of overtime pay. The agreement also reinstates vacation cash outs (limited cash conversion of vacation) which have been suspended for the last two fiscal years. Approval of vacation cash-out will be dependent upon each department's individual budget constraints. Additionally the parties agreed to increase the number of Job Stewards from four to six at the Community Services Agency and to add language to the MOU to recognize the current safety shoe and safety glass reimbursement already approved by the Board.

The parties also agreed to have further discussions in the AFSCME Labor/Management Committee on items that include leave time provisions, Driver Policy, return rights, sick note requirements/attendance policies, write ups, task based workload assignments and supervisor drop files as well as items identified in previous negotiations and to significant contract language clean-up items in order to update the MOU.

The tentative agreement summary is attached (Attachment A). Unless specifically stated, all negotiated agreements are effective starting the first pay period after Board of Supervisors approval. The new tentative agreement has been ratified by the members of the bargaining unit.

**POLICY ISSUE:**

Approval of the recommendations for reduced salary costs will support the Board of Supervisors' priority of maintaining the Efficient Delivery of Public Services through anticipated fiscal savings for County departments.

Approval of Labor Agreement between the County and the Stanislaus County Employees Association, AFSCME Local 10 Representing the Mid-Management/ Supervisory Bargaining Unit, Technical Services Bargaining Unit, Crafts/Maintenance/ Institutional Bargaining Unit, and Office Worker/Clerical Bargaining Unit  
Page 6

**STAFFING IMPACT:**

Upon approval of these recommendations, the County will have agreements with ten labor organizations to implement a 6% salary deduction that will not expire for the County's full-time workforce starting July 1, 2012.

**CONTACT:**

Nancy Bronstein, Deputy Executive Officer, 525-6333.

**Stanislaus County Employees Association AFSCME  
Tentative Agreement  
July 10, 2012**

Term	24 months - July 1, 2012 through June 30, 2014
Salary	Continuation of the current 5% salary deduction plus an additional 1% deduction effective July 1, 2012. This salary deduction will not expire.
Special Accrued Leave Time	48 hours per year tied to 6% salary deduction.
Overtime	Sick, bereavement and comp time will no longer be considered time worked in calculation of overtime.
Limited Cash Conversion of Vacation	Reinstatement of vacation cash-outs in consideration of departments budget constraints
Uniform	Update MOU to reflect current County reimbursement for safety shoes and safety glasses.
Job Stewards	Increased the number of Job Stewards at the Community Services Agency from four to six
Labor Management Committee	Agree to discuss department work rules, vacation/holidays, leave Time provisions, Driver Policy, return rights, sick note requirements/attendance policies, write ups, task based workload assignments and supervisor drop files as well as items identified in previous negotiations.
Language Clean Up	The following sections contain language clean-up: Holiday County Code, Scope, Certificate Pay, Election Meals, Non-Discrimination/Fair Representation, Advice Notices, Insurance benefits, Jury Duty, leave of Absence, Out of Class Assignment, Retirement, Equity, Assignment Pay, Shift Differential, Test Results, Vacation Max, and Bargaining Unit List

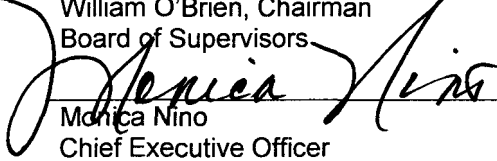
The complete language for all tentative agreements is located in the Memorandum of Understanding (MOU) between the County and the Stanislaus County Employees Association, AFSCME Local 10 Representing the Mid-Management/Supervisory Bargaining Unit, Technical Services Bargaining Unit, Crafts/Maintenance/Institutional Bargaining Unit, and Officer Worker/Clerical Bargaining Unit. This document is intended to summarize the changes in the MOU agreed to in the negotiations process. The language in the MOU represents the final binding terms of the agreement between the parties.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF STANISLAUS  
AND THE STANISLAUS COUNTY EMPLOYEES' ASSOCIATION, AFSCME LOCAL #10  
REPRESENTING THE MID-MANAGEMENT/SUPERVISORY BARGAINING UNIT TECHNICAL  
SERVICES BARGAINING UNIT CRAFTS/MAINTENANCE/INSTITUTIONAL BARGAINING UNIT  
OFFICE WORKER/CLERICAL 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 SCEA, AFSCME Local #10, 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.

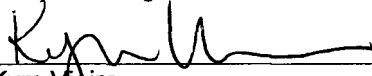
**FOR THE COUNTY:**

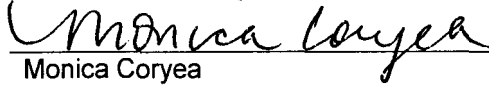
  
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William O'Brien, Chairman  
Board of Supervisors

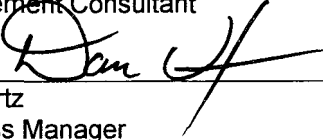
  
\_\_\_\_\_  
Monica Nino  
Chief Executive Officer

  
\_\_\_\_\_  
Nancy Bronstein  
Deputy Executive Officer

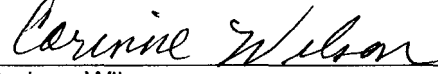
  
\_\_\_\_\_  
Raul Mendez  
Senior Management Consultant

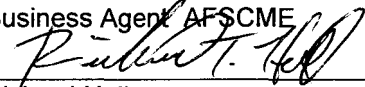
  
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Kym Vieira  
Management Consultant

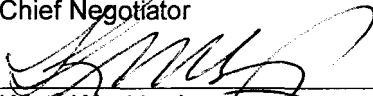
  
\_\_\_\_\_  
Monica Coryea  
Management Consultant

  
\_\_\_\_\_  
Dan Wirtz  
Business Manager


**FOR THE UNION:**

  
\_\_\_\_\_  
Corinne Wilson  
Business Agent AFSCME

  
\_\_\_\_\_  
Richard Hull  
Chief Negotiator

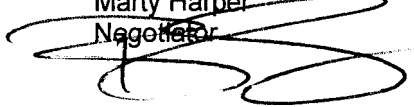
  
\_\_\_\_\_  
Kristy Waskiewicz  
Chief Negotiator

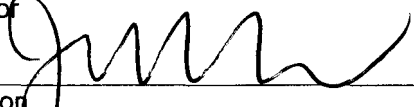
  
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Angie Jameson  
Negotiator

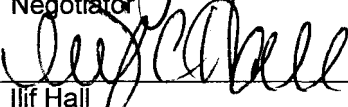
  
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Ray Brockman  
Negotiator

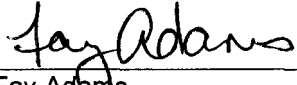
  
\_\_\_\_\_  
Brett Dixon  
Negotiator

  
\_\_\_\_\_  
Marty Harper  
Negotiator

  
\_\_\_\_\_  
Bill Martens  
Negotiator

  
\_\_\_\_\_  
Jeff Chilton  
Negotiator

  
\_\_\_\_\_  
Ilif Hall  
Negotiator

  
\_\_\_\_\_  
Fay Adams  
Negotiator

DATE SIGNED: 1/29/13



## TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
1.	SCOPE OF BARGAINING UNITS REPRESENTED.....	1
2.	TERM OF THE AGREEMENT .....	1
3.	AMERICANS WITH DISABILITIES ACT (ADA) .....	1
4.	AUTOMATIC RESIGNATION .....	1
5.	BILINGUAL CERTIFICATION PAY .....	2
6.	CONTINUING PRIOR POLICIES.....	3
7.	DEPARTMENT PROBATION .....	3
8.	EDUCATION/CERTIFICATE/LICENSE/REGISTRATION PAY .....	3
	A. Education/Training.....	3
	B. Continuing Education for LVN's and Clinical Lab Assistants .....	4
	C. Educational Reimbursement for LVN's and NA's .....	4
	D. Stipend Program .....	5
	E. License/Registration Fees .....	5
	F. Engineer Registration Compensation.....	5
	G. Certificate Pay .....	5
	H. Building Inspector Certificate Pay.....	6
9.	ELECTION DIVISION - MEALS .....	6
10.	EMPLOYER-EMPLOYEE RELATIONS MATTERS .....	6
	A. Access to Official Personnel Files.....	6
	B. Access to Department Personnel Files.....	7
	C. Adverse Material.....	7
	D. Access to Work Sites .....	7
	E. Bargaining Unit Lists .....	7
	F. Best Efforts in Contract Administration .....	8
	G. Bulletin Boards.....	8
	H. Contracting Out Services.....	8
	I. County Rights .....	9
	J. Dues Deduction/Organizational Security/Agency Shop .....	9
	K. Job Stewards and Negotiators.....	11
	L. Memos/Documents .....	12
	M. New Employee Orientation .....	12
	N. Non-Discrimination/Fair Representation .....	12
	O. No Strike .....	13

	P. Paychecks/Advice Notices .....	13
	Q. Representation Rights .....	13
	R. Safety .....	13
	S. Union Information .....	14
	T. Recruitment.....	14
	U. Labor Management Committee.....	15
	V. Use of Electronic Equipment.....	15
11.	FIELD SURVEY – ASSESSOR’S OFFICE .....	16
12.	GENERAL ASSISTANCE WORK PROGRAMS .....	17
13.	EQUAL EMPLOYMENT OPPORTUNITY COMPLAINT PROCEDURE... 17	
	A. Intent .....	17
	B. Scope .....	17
	C. Limitations .....	17
	D. Representatives .....	18
	E. Definitions .....	18
	F. Steps in Procedure.....	19
14.	MAXIMUM SUSPENSION .....	21
15.	GRIEVANCE PROCEDURE INCLUDING BINDING ARBITRATION..... 21	
	A. Intent .....	21
	B. Definitions.....	22
	C. Exclusion of Disciplinary Appeals and Equal Employment Opportunity Grievances .....	22
	D. Representation .....	22
	E. Time Limits .....	22
	F. Grievance Procedure Steps .....	23
16.	BINDING ARBITRATION BY AN OUTSIDE ARBITRATOR IN LIEU OF SECTION 3.28.060 “HEARING BOARD AND HEARING OFFICER” OF THE STANISLAUS COUNTY CODE.....	27
	A. Submission of the Disciplinary Appeal to the Hearing Board or Hearing Officer .....	27
	B. Submission of the Disciplinary Appeal to Binding Arbitration .....	27
17.	HEALTH SERVICES AGENCY .....	29
	A. LVN/Nursing Attendant Shift Assignments .....	29
	B. Time Off When Workload Is Low - Health Services Agency Clinics .....	30
	C. LVN Work Schedule .....	30
18.	INSURANCE BENEFITS.....	31

	A.	Health Insurance Agreement.....	31
	B.	Employee Benefits Committee .....	31
	C.	Domestic Partner Coverage .....	31
	D.	Insurance Updates .....	31
19.		JURY DUTY .....	31
20.		LEAVES OF ABSENCE .....	32
	A.	Administration.....	32
	B.	Leave of Absence For Educational Purposes.....	32
21.		MILEAGE REIMBURSEMENT FOR PERSONAL VEHICLE USE.....	33
22.		ON-CALL PAY/HOLIDAY CALL-BACK.....	33
	A.	Weekly Flat Rate Compensation .....	33
	B.	Haz Mat Response Team On Call.....	33
	C.	Vacation Accrual When On Call Holidays.....	34
	D.	Holiday Call-Back .....	34
	E.	Hourly Rate Compensation Provisions .....	34
	F.	Public Works, Road & Bridge Division.....	35
	G.	On-Call/Call-Back .....	35
23.		OUT-OF-CLASS ASSIGNMENT .....	35
24.		OVERTIME .....	36
25.		PARKING .....	38
26.		PERFORMANCE EVALUATION.....	38
27.		PERSONAL PROPERTY DAMAGE PROCEDURE.....	38
28.		REDUCTION-IN-FORCE .....	39
	A.	Alternatives to Layoff.....	39
	B.	Order of Separation .....	39
	C.	Reduction-in-Force Seniority Procedure.....	40
	D.	Seniority Calculations .....	40
	E.	Written Notice .....	42
	F.	Demotion in Lieu of Layoff.....	42
	G.	Transfer in Lieu of Layoff - Vacancy.....	42
	H.	Transfer Across Department Lines – Filled Positions .....	42
	I.	Re-employment .....	43
	J.	Administrative Decisions .....	43
	K.	Special Circumstances .....	43
	L.	Appeals .....	43
	M.	Sick Leave Cash Out Provisions .....	45

	N.	Unrepresented County Employees.....	45
29.		REINSTATEMENT.....	45
30.		RETIREMENT.....	45
	A.	Retirement .....	45
	B.	Military Service Retirement Credit .....	45
31.		SALARY/ADDITIONAL COMPENSATION.....	46
	A.	Additional Salary Increase/Equity Adjustments .....	46
	B.	Retirement Contributions.....	46
	C.	Assignment Pay .....	47
	D.	Supervisory Salary Differential .....	48
	E.	Shift Differential .....	49
	F.	Salary During Probation Period Release and Voluntary Demotion .....	49
	G.	Salary Administration.....	49
	H.	Step Advancements .....	50
	I.	Anniversary Date .....	50
	J.	Salary on Promotion .....	50
32.		SEVERABILITY.....	50
33.		SICK LEAVE/BEREAVEMENT LEAVE.....	51
	A.	Prior Policies .....	51
	B.	Sick Leave Cash Out.....	51
	C.	Cash Out Cap.....	52
	D.	Sick Leave Occurrence .....	52
	E.	Use of Accumulated Time .....	53
	F.	Bereavement Leave .....	53
	G.	Providing Doctor's Verification of Illness.....	53
	H.	Calling in to Report Absences .....	53
	I.	Phone Calls to Ill Employees.....	54
	J.	Conversion of Sick Leave Cash Out Benefits to Health Insurance Upon Retirement .....	54
	K.	Sick Leave Incentive Program.....	55
34.		UNIFORM .....	54
	A.	Safety Shoe Program .....	54
	B.	Custodial Cooks .....	55
	C.	Park Supervisor/Park Maintenance Worker Shirts .....	55
	D.	Crime Analyst Technician/Field Services .....	55
	E.	Animal Service Operations Supervisor .....	55
	F.	Deputy Zoning Enforcement Officer (Graffiti Abatement).....	56
	G.	Prescription Safety Glasses .....	56

36.	VACATION/HOLIDAYS.....	56
	A. Vacation and Optional Holiday Time .....	56
	B. Vacation Accumulation Rate .....	57
	C. Vacation Accumulation Maximum.....	57
	D. Request for Vacation Use.....	58
	E. Limited Cash Conversion of Vacation.....	58
	F. Custodial Cook Vacation Cash Out Upon Termination/Retirement .....	58
	G. Holidays Declared by the President and Governor.....	59
	H. Officer Worker/Clerical, Mid- management/Supervisory, Crafts Maintenance/Institutional Units Holiday Pay.....	59
	I. Technical Services Unit Holiday Pay.....	59
	J. Holiday-County Code .....	59
37.	WELFARE REFORM ACT .....	60
38.	WORK SCHEDULE .....	60
	A. Alternate Work Schedules .....	60
	B. Public Works .....	60
	C. Shift Assignments/Rotation .....	60
39.	WORKERS' COMPENSATION.....	61
	A. Supplement Temporary Disability Benefits With Leave Time.....	61
	B. Release Time for Doctor's Appointments .....	61
40.	FULL UNDERSTANDING.....	61

**ATTACHMENTS**

<u>Attachment A</u>	Represented Classifications as of August 28, 2012 .....	62
<u>Attachment B</u>	Health Insurance Agreement between Stanislaus County and All Employee Organizations for the Period of January 1, 2012 through December 31, 2014 .....	67
<u>Attachment C</u>	Special Accrued Leave Time Provisions .....	71
<u>Attachment D</u>	Enhanced Retirement Benefit Agreement between .....	73
	Stanislaus County and All Employee Organizations (February 12, 2002)	

**1. SCOPE OF BARGAINING UNITS REPRESENTED**

The parties agree that the Stanislaus County Employees Association (SCEA), American Federation of State, County and Municipal Employees (AFSCME Local #10) (hereinafter referred to as Union) is the formally recognized representative of full-time, regular and probationary employees in the classifications comprising the Mid-Management/Supervisory Bargaining Unit, the Technical Services Bargaining Unit, the Crafts/Maintenance/Institutional Bargaining Unit and the Office Worker/Clerical Bargaining Unit. (Please refer to Attachment A for all classifications as of July 11, 2002 represented, by Bargaining Unit.) (Section 1, Page 1, 2-29-88)

The Union represents all regular, including percentage employees occupying a budgeted position, who are in the above mentioned bargaining units. The Union agrees that no extra help positions are represented. (Section 1, Page 1, 2-29-88)

**2. TERM OF THE AGREEMENT**

The agreement shall remain in full force and effect for the period commencing on July 1, 2012 and ending midnight, June 30, 2014. The parties may agree to extend the term of this agreement while meeting and conferring is in progress over renewal of the agreement. (Section 1, Page 1, 4-12-91, Amended Section 1, Page 1, 5-24-95, Amended Section 1, Page 1, 10-12-01)

Both parties agree to identify their negotiation teams in January 2014 and be prepared to start negotiations at the beginning of February 2014.

**3. AMERICANS WITH DISABILITIES ACT (ADA)**

The County and the Union acknowledge and agree that the ADA may require modification of County policy or MOU provisions in order to provide reasonable accommodation to individuals protected under the Act on a case by case basis. The County and the Union agree to meet and confer if the accommodation will require some modification of the MOU or County policy which affects any term or condition of employment or is a mandatory subject of bargaining.

Said meet and confer will be on a case by case basis and no single accommodation shall establish a past practice. (Section 10, Page 4, 5-25-93)

**4. AUTOMATIC RESIGNATION**

The parties agree that an employee who is absent without authorization and without contacting his or her supervisor for three consecutive working shifts, or longer, will be presumed to have voluntarily resigned from County service, effective on the date at which the unauthorized absence began.

Prior to invoking the automatic resignation provisions of the MOU, the Department shall serve upon the employee a letter of intent. In the event the employee claims his or her voluntary resignation was by reason of mistake, fraud, duress, undue influence, or that for any other reason it was not his or her free and voluntary act, he or she may submit a written petition to the Department Head to set aside his or her resignation within seven (7) days service of the letter.

Upon receipt of the petition, the Department Head shall schedule an informal hearing at which the employee may present statements by him/herself, written statements of any witness(es), and other documentary material. He or she may be represented by another individual in presenting this response. The Department Head shall fairly and impartially consider the employee's response, and shall thereafter (1) invoke the automatic resignation, or (2) revoke the intended automatic resignation.

In the event the Department Head determines to invoke the automatic resignation, or the employee has not submitted a petition to set aside resignation to the Department Head, the employee shall be served notice that the Department has invoked the automatic resignation and the effective date of that resignation. The employee acted against may, within seven (7) days service of this notice, appeal the action of the Department Head. An appeal shall be in writing, shall be filed with the Chief Executive Officer, and shall set forth the reason(s) for the appeal.

Within a reasonable time of the filing of the appeal, a hearing shall be held before the chair of the disciplinary proceedings hearing board. All parties shall be notified of said hearing.

If the employee fails to appeal within the time specified, or subsequently withdraws the appeal, the action taken by the Department Head shall be final.

The parties agree that no other changes to the automatic resignation section of the MOU shall be made during the term of this Agreement absent mutual consent. (Section 4, Subsection D, Page 5, 11-3-83)

## **5. BILINGUAL CERTIFICATION PAY**

The County will designate certain languages as eligible for bilingual certification including sign language. Employees asserting their competence in any County designated bilingual language and required to use the language in the course of employment shall be given the opportunity to test for bilingual certification. The County CEO or designee is responsible for conducting bilingual certification testing. Employees will be tested for verbal and/or written bilingual proficiency as determined by the County CEO. Employees who pass the test will be certified as bilingual.

Certified bilingual employees required to use their bilingual skills within the course of employment will be granted bilingual certification pay. Additional compensation of \$0.69 per hour will be paid to eligible certified bilingual employees effective the first full pay period following the certification date. Bilingual employees who are not receiving bilingual certification pay will not be subject to discipline for declining to use bilingual skills in the course of employment. Bilingual certification pay may be removed when the employee is no longer required to use their bilingual skills within the course of employment. (Language amended May 2007)

**6. CONTINUING PRIOR POLICIES**

The parties agree that prior policies not changed by this MOU, shall remain in effect unless amended by the provisions of this agreement. Such policies may be amended pursuant to meet and confer as per Government Code Section 3500, et. seq. (Section 33, Page 19, 2-29-88)

**7. DEPARTMENT PROBATION**

The parties agree that when employees demote in the same classification series or transfer between departments in the same classification, they may be required to serve a new probationary period as a condition of the transfer or demotion. The procedure agreed upon is as follows:

- The probation period will be for six (6) months.
- The anniversary date and step increases will be granted in accordance with existing policy as stated in section 3.24.030 of the Stanislaus County Code.
- The appointing authority will provide a written statement for the employee's personal history folder maintained in the Personnel Department in the event that the incumbent does not successfully complete the probationary period pursuant to section 3.16.090-G of the Stanislaus County Code.
- The County agrees to term the new probationary period "Department Probation." (Addendum to MOU 2-19-87)

**8. EDUCATION/CERTIFICATE/LICENSE/REGISTRATION PAY**

A. Education/Training

The County is committed to providing continuous educational and training opportunities for all employees. It is the intent of this agreement to encourage individuals to take advantage of these opportunities. To further this commitment the County agrees to do the following:



- Allow employees, with approval of supervisor, to attend training courses offered by the County for the purpose of personal growth and development.
- Establish a County-wide database to track training, education/certification needs, license/certification renewals, etc.
- To the greatest degree possible, utilize in-house expertise and customize content to local conditions for required training, and bring in certified trainers. Monetary savings will be used to provide specialized training on a departmental need basis.
- Offer all County-provided courses to all employees, for example; "Basic Supervision", and "Discipline and Liability".
- Encourage each department to draft and post a clearly defined strategic plan detailing the department's vision and direction for the future. This is to allow employees to formulate their own personal development plans, and to enable employees to anticipate their department's needs so they may better prepare for the future.
- Provide course and tuition reimbursements subject to the requirements of the Educational Reimbursement Resolution contained in Section IX of the Stanislaus County Personnel Policies.

B. Continuing Education for LVN's and Clinical Lab Assistants

Licensed Vocational Nurses shall receive Fifteen (15) hours of continuing education leave every year. Up to 12 hours of continuing education leave may be carried over from one year to the next with a maximum accrual of 24 hours. This paid leave shall be utilized to pursue education needed to maintain the LVN license. (Section 17, Subsection A, Page 14, 2-29-88 amended by Section 23, Page 11, 4-12-91 Amended 2007)

Clinical Lab Assistants shall receive 3 hours of continuing education leave every year. Up to 3 hours of continuing education leave may be carried over from one year to the next with a maximum accrual of 6 hours. This paid leave shall be utilized to pursue education needed to maintain the Clinical Lab Assistant certification. (Added May 8, 2007)

C. Educational Reimbursement for LVNs and NAs

Nursing Assistants/Medical Assistants and LVNs who are enrolled in an accepted program to obtain an LVN or RN License will be reimbursed for tuition and books upon successful completion of the semester. Nursing Assistants/Medical Assistants and LVNs taking advantage of this program who receive their license and are promoted to LVN or RN shall continue to work for the County for two (2) years from the date of the promotion. Those terminating employment prior to the completion of two (2) years will return the money paid by the County under this provision on a pro-rated

basis determined by the length of employment after promotion. (Section 17, Subsection B, Page 14, 2-29-88)

D. Stipend Program

The parties agree to extend the existing stipend program to all members of the four SCEA, AFSCME Local 10 bargaining units. Classifications designated for participation in the program shall be hard to recruit for classifications or assignments as recommended by the Department Head and approved by the Director of Personnel, with final approval granted by the Board of Supervisors. (Section 7, Page 4, 10-12-01)

E. License/Registration Fees

The County agrees to reimburse Building Inspectors, LVN's, Pharmacy Technicians, Radiologic Technologists, Clinical Lab Assistants, Sanitarians and Engineers for fees required to renew State required license certification. Fees associated with initial certification will not be covered. Payment shall be made upon submission of a blue claim and attachment of a receipt evidencing payment of the fee by the employee. (Section 14, Subsection E, Page 15, 11-3-83, amended by Section 17, Page 9, 4-12-91 amended 2007)

F. Engineer Registration Compensation

Senior Engineering/Surveyor Technicians and Assistant Engineers/Surveyors who successfully obtain registration in the State of California as professional engineers shall receive an amount of additional compensation equal to five percent (5%) for maintaining such registration. Effective the start of the first pay period on or after January 1, 2002 any employee in the classification of Plan Check Engineer who successfully obtains registration by the State of California as a Professional Engineer shall receive 5% additional compensation. (Section 7, Page 2, 3-14-86, Amended Section 2, Subsection G, Page 3, 10-12-01)

G. Certificate Pay

The classifications of Accountant I/II/III, Internal Auditor I/II, Auditor-Appraiser I/II/III, Senior Auditor Appraiser and Supervising Auditor-Appraiser shall be eligible to receive additional compensation of five percent (5%) for possession of a CPA certificate. (Section 21, Page 7, 4-25-89)

Employees in the classifications of Heavy Equipment Maintenance Supervisor, Lead Equipment Mechanic, Maintenance Mechanic, Heavy Equipment Mechanic, Equipment Mechanic and Equipment Service

Technician may be paid an additional five percent (5%) when they possess at least three (3) valid certificates of competency granted by the National Institute for Automotive Service Excellence (ASE). The classification of Storekeeper II assigned to Fleet Services shall receive 5% additional compensation for receipt of three valid certificates of competency granted by the National Institute for Automotive Service Excellence (ASE) effective the start of the first pay period on or after January 1, 2002. Effective the first pay period following Board of Supervisor Approval (May 8, 2007) approval employees in classifications listed above will be eligible for an additional two and half percent (2.5%) when they possess at least eight (8) valid certificates of competency granted by the National Institute for Automotive Service Excellence (ASE). Department Managers must certify that ASE certificates are related to core job duties. (Amended Section 2, Subsection H, Page 3, 10-12-01 amended 2007)

H. Building Inspector Certificate Pay

Effective the start of the first pay period on or after January 1, 2002 employees in the classifications of Building Inspector I, II and III shall receive 2% certificate pay for each certificate received, with a maximum of three. The three certificates are: 1) Combination Inspector, 2) Plan Check Examiner, 3) Accessibility/Usability Inspector. Employees receiving this pay agree to utilize their certification as part of their work. Employees must receive the Combination Inspector certificate before they are eligible to receive the additional compensation. (Section 2, Subsection F, Page 3, 10-12-01)

9. ELECTION DIVISION - MEALS

The County agrees that it will provide employees assigned to the Elections Division of the County Clerk-Recorder's Office a meal. This meal shall be provided only on the occasion of Countywide elections, and when working conditions do not make it possible for the employees to leave the assigned work site for the purpose of a meal break after normal working hours. (Section 22, Page 10, 4-12-91)

10. EMPLOYER-EMPLOYEE RELATIONS MATTERS

A. Access to Official Personnel Files

The parties agree that the County Chief Executive Office policy, as found in Section 3 of the County Personnel Policies, on access by an employee to the contents of his or her official personnel file maintained by the Chief Executive Office will continue. That policy provides that upon request, an employee may review the contents of his or her official file and be

provided with a copy of any materials in that file. With the written consent of the employee, a designated representative of the employee may review the contents of the file. (Section 3, Subsection L, Page 4, 11-3-83)

B. Access to Department Personnel Files

With a minimum of three (3) working days notice, an employee may review the contents of his or her department personnel file and be provided with a copy of any materials in that file. An employee may also respond to any adverse material contained in that file. With the written consent of the employee, a designated representative of the employee may review the contents of the file.

The intent of the three (3) day notice requirement is to allow departments to review the personnel file to ensure only appropriate documents are contained therein, and that inappropriate documents are permanently removed and placed in the correct location, if any.

C. Adverse Material

No adverse material may be placed in an employee's official personnel file, maintained in the Chief Executive Office, unless such material is first discussed with the employee. The employee must be informed that the material will be placed in their personnel file. The employee shall be given an opportunity to sign the document acknowledging receipt, and then given a copy of the document. If the employee is not available, a copy of the material must be sent certified mail to the employee's home. Employees may submit rebuttals to such adverse documents and said rebuttals shall be placed in the official file.

D. Access to Work Sites

Authorized paid Union representatives will be given access to work locations during working hours for the purpose of observing working conditions, investigating and processing grievances and posting materials on authorized bulletin boards. The Union agrees that such access will not cause undue interference with operations of any of the departments, facilities, or activities of County government. Prior to such access, Union representatives agree to secure the authorization of the affected Department Head, or the Department Head's designee. (Section 3, Subsection J, Page 3, 11-3-83)

E. Bargaining Unit Lists

The County will provide the union on a quarterly basis bargaining unit lists containing the following information for each bargaining unit employee:

Name, Classification, and Department. The County will also provide: home address and home phone number for bargaining unit members as allowed by law and provide assistance to ensure Union information can be mailed to non-union members. The parties agree to abide by the California Supreme Court ruling regarding home addresses and phone numbers.

On an annual basis the County will include the employees' assigned work location in the bargaining unit list.

The Union agrees to take all due precautions to ensure that the information on the list will not be used for purposes other than Union representation of its bargaining unit and will not be used in any manner so as to harm the confidentiality or right of privacy of members of the bargaining unit. The Union agrees to indemnify, defend and hold harmless Stanislaus County, its employees and agents against damages or claims of whatever nature arising out of SCEA, AFSCME Local #10's control and use of bargaining unit lists. (Section 3, Subsection F, Page 2, 11-3-83 amended May 2007)

F. Best Efforts in Contract Administration

The parties agree to mutually utilize their best efforts in the administration of this agreement. Best efforts shall mean expeditiously meeting together, communicating with employees and Department Heads and taking other such actions for the purpose of minimizing disputes arising over administration of these provisions. (Section 3, Subsection H, Page 3, 11-3-83)

Prior to the utilization of the impasse procedures as specified in the Stanislaus County Code Section 3.68.330, the Interest Based Negotiations process may be mutually agreed upon to resolve outstanding issues.

G. Bulletin Boards

The parties agree that the County will permit use by the Union of existing employee bulletin boards or permit space acquisition of bulletin boards by the Union in employee areas for the purpose of posting Union information. (Section 3, Subsection C, Page 1, 11-3-83)

H. Contracting Out Services

The County will notify the Union of its intent to contract or subcontract work customarily performed by members of the AFSCME bargaining units where such contracting or subcontracting would result in loss or potential

loss through attrition or layoff of such bargaining unit members. The notice shall include an explanation of the County's reason(s) for proposing such contracting/subcontracting. The Union shall be given the opportunity to meet with the County to discuss the effect of the proposed action upon its members and, upon request, to propose alternative ways in which such services could continue to be provided by the County's own employees. The County shall allow the Union forty-five (45) calendar days in which to make such proposals.

I. 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 in all of their various aspects, including, but not limited to the rights to direct the workforce; to plan, direct and control all of the operations and services of the County; to determine the methods, means, organization and schedule by which such operations and services are to be conducted; to assign and transfer employees within the various departments; to hire, promote, suspend, demote, discharge, reprimand, and evaluate employees; to relieve employees from duty due to lack of work or other legitimate reasons set forth in the County reduction-in-force policy; to change or eliminate existing methods, equipment or facilities in order to maintain or increase the efficiency of governmental operations; and to exercise complete control and discretion over its organization and the technology of performing its work. Nothing contained herein shall be construed to preclude meeting and conferring between employer and employee regarding the practical consequences that decisions on these matters may have on wages, hours, and terms and conditions of employment. (Section 3, Subsection I, Page 3, 11-3-83)

J. Dues Deduction/Organizational Security/Agency Shop

The County shall deduct Union dues and other authorized deductions from members' paychecks using an appropriate authorization form, and will forward said deductions to the Union within 10 days following each payday. The Union shall also receive a report showing dues paying members listed alphabetically including classification, department, bargaining unit, and an itemization of the monies deducted. (Amended Section 5, Page 1 & 2, 10-11-94)

The Union agrees to defend, indemnify and hold harmless the County and its employees or agents, other than in cases of County negligence or misconduct, against claims of whatever nature arising out of said deductions or use of the deduction report. (Section 3, Subsection B, Page 1, 11-3-83) Employees covered by this memorandum may authorize an additional amount to be deducted from their pay which will be included in

the Union dues for PEOPLE (a Political Action Committee). (Section 5, Subsection A through D, Page 6, 2-29-88, amended by Section 7, Subsection A through D, Page 3, 4-25-89)

All employees who voluntarily elect to become dues paying members of the Union, through biweekly payroll deduction or annual lump-sum payment, shall continue to be members and pay dues except under the following conditions:

- During the calendar month of June, or at any time the MOU is not in effect, a member may withdraw from the Union by submitting a signed Local #10 withdrawal form to the Union. The approved withdrawal form is available only at the Union office.
- The Union will submit said withdrawal forms to the Auditor-Controller not later than the last working day of June. For dues to be discontinued, the Auditor-Controller must receive and date stamp the withdrawal form between June 1 and June 30.
- The County shall assume no liability for withdrawal forms which the employee contends he or she was unable to obtain from the Union, or for withdrawal forms not received during June and therefore not acted upon. Such occurrences shall not be subject to the grievance procedure.
- Dues deduction will be discontinued starting with the first full pay period beginning after June 30, as determined by the Auditor-Controller.

Based upon the October 29, 2001 vote of all members, an Agency Shop provision is implemented for the Mid-Management/Supervisory, Crafts/Maintenance/Institutional and Technical Services Bargaining Units. Employees employed in a classification assigned to one of these three bargaining units must either:

1. Join the Union and pay union dues;
2. Pay a union service fee to the Union;  
Direct an amount equal to current union dues to a charitable organization in lieu of Union. This will be the United Way and any of its associated organizations.

During the month of June each year, as provided in Section 11, J, herein, employees may elect to change their Union membership to either payment of the service fee to the Union or direct an amount equal to their union dues to the United Way, or if so designated another charitable organization. Employees may join the Union any time during the year in lieu of paying the service fee or charitable contribution.

Members of the Union who transfer to a bargaining unit not represented by Local #10 shall have their dues deduction discontinued starting with the first full pay period following the effective date of the transfer.

The Union shall hold harmless the County and its officers and employees, including but not limited to the Auditor-Controller, for following the provisions of this section. (Section 5, Subsection A through D, Page 6, 2-29-88, amended by Section 7, Subsection A through D, Page 3, 4-25-89)

K. Job Stewards and Negotiators

The parties agree that the County's past policy concerning time off for Union job stewards shall continue under this MOU and that a reasonable number of Union designated negotiators will be permitted reasonable time off, with prior Department Head approval, when meeting and conferring with the County is underway. (Section 3, Subsection A, Page 1, 11-3-83)

One job steward in each department, selected by the Union will be permitted reasonable time off, with prior Department Head approval, to assist in the investigation of any alleged MOU violations or grievances in the department. In the Community Services Agency and at the Health Services Agency clinics, no more than four (4) job stewards, one representing each bargaining unit, will be permitted to request time off under this provision. Additionally, at the Community Services Agency, (2) additional job stewards will be permitted to request time off under this provision. The parties also agree to meet and confer over the number of job stewards should the number of employees at the Community Services Agency reduce significantly. The Union will supply a list of job stewards to the Director of Personnel within (30) days of the date of signing of this agreement and keep it current thereafter. (Section 14, Page 4, 3-14-86)

The parties agree that well-trained job stewards are essential to resolving workplace issues and help to foster cooperative labor-management relations. Therefore, the parties further agree to the following:

- Job Stewards shall be allowed two (2) hours of County-paid release time bi-monthly to attend job steward training.
- Job Stewards shall also be allowed County-paid release time to attend one annual four (4) hour training which may be sponsored by the Union or its affiliates.
- Release time for the above training refers to time taken off during the employee's regularly scheduled work hours and shall not result in the payment of overtime.
- The Chief Executive Officer may send no more than two (2) management personnel to attend each bi-monthly training session. To



the extent practicable, the County will give prior notice to the Union of who it intends to send.

The above training shall focus on job steward issues and not internal Union business.

L. Memos/Documents

The County agrees that a copy of all memos or documents which are sent to employees regarding wages, hours or conditions of employment shall be made available to the Union. A good faith effort will be made to provide a copy of these memos or documents to the Union. Job descriptions and revisions to descriptions are considered a part of this provision. (Section 3, Subsection K, Page 3, 2-29-88)

M. New Employee Orientation

When new employee orientations are conducted by the Chief Executive Office, the Union shall be notified of the sessions and allowed to make a presentation, answer questions, and provide literature to new employees regarding Union membership. (Section 6, Page 3, 4-25-89)

The County and/or its departments will make their best efforts to give new employees Union information packets, supplied by the Union. (Section 15, Subsection B, Page 7, 4-12-91, Revised Section 12, Page 5, 5-25-93)

N. Non-Discrimination/Fair Representation

The parties agree that the provisions of this agreement shall be applied without favor or discrimination based upon a protected class as described in Stanislaus County's Equal Employment Opportunity/Non-Discrimination Statement approved annually by the Board of Supervisors in compliance with Federal and State laws. The parties agree to recognize, respect, and support the County's commitment to nondiscrimination in employment as set forth in the County's Equal Rights Program. The Union agrees to encourage its members to assist in the implementation of that program.

The Union agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining units without favor or discrimination based upon a protected class as described in Stanislaus County's Equal Employment Opportunity/Non-Discrimination Statement approved annually the Board of Supervisors in compliance with Federal and State laws. The County acknowledges and agrees that it shall not discriminate or take adverse action against employees because they are members of the Union, participate in lawful Union activities or exercise their right to Union representation. (Section 3, Subsection D, Page 2, 11-3-83; revised

by Section 15, Subsection C, Page 7, 4-12-91; Revised by Section 2, Page 1, 5-25-93)

O. No Strike

The Union acknowledges that strikes, slow-downs, sick-outs, and other job actions which disrupt work may be detrimental to the interest of the citizens of Stanislaus County and may violate County ordinances. The Union agrees, in consideration of the terms and conditions of this MOU herein set forth, that it will not participate in, condone, or encourage such actions during the term of this agreement. (Section 3, Subsection G, Page 2, 11-3-83)

P. Paychecks/Advice Notices

Upon implementation of this agreement, the County will no longer disperse paper paycheck advice notices for those employees currently utilizing direct deposit. Payroll advice notices will be distributed electronically through County e-mail. Exceptions will be made for those employees without County email or access to a County printer.

The County will instruct departments to maintain confidentiality of paycheck information. The County further agrees that delivery of paychecks or advice notices for those employees without County email or access to a County printer will be made in person or by placing them in sealed envelopes before delivery to the employees. (Section 3, Subsection O, Page 4, 2-29-88 amended 2007)

Q. Representation Rights

The County agrees that employees have the right to have a Union representative or representative of his or her choice present at a meeting with his/her superiors held with a significant purpose to investigate facts to support disciplinary action. The employee shall be informed of the right to representation before any such meeting shall proceed. (Section 3, Subsection P, Page 4, 2-29-88)

R. Safety

The County and Union agree that occupational health and safety are the mutual concern and commitment of the County, the Union and employees. To that end, the County shall comply with all applicable Federal, State and local safety laws, rules and regulations and shall communicate to and ensure that employees will do the same.

The County agrees to provide direct notification to Union regarding safety issues and updated Safety Manual procedures affecting represented employees. The Union shall designate a member representative to attend scheduled Central Safety Committee meetings. Information regarding all Safety Committee meetings shall be posted on individual department bulletin boards.

Any workplace safety or health problem which is identified should be initially directed to the department safety officer, supervisor, or department safety committee as appropriate for review and/or investigation. If the matter is not resolved at the initial level, the Union and/or employee may submit a request in writing to the Risk Management Division of the Chief Executive Office.

The County Safety Officer will investigate the safety and/or health problem, and will respond in writing to the requestor, the Union, Department Head and Department Safety Officer as soon as possible, but no later than thirty (30) calendar days from the date the problem was brought to his/her attention. The response will include a time frame for abatement/resolution of the problem. If the matter is not satisfactorily resolved with this response, the matter may be submitted to the County Safety Board for review.

S. Union Information

Four (4) times each fiscal year, the Union shall be allowed to distribute information through the County payroll distribution system. The material will be presented in advance to the Director of Personnel for informational purposes. (Section 3, Subsection S, Page 5, 2-29-88)

T. Recruitment

Due to the ongoing decentralization of the recruitment and selection process, the parties agree that the County will:

- Continue to educate departments involved in the decentralized recruitment process on employee selection policies and procedures as outlined in County ordinances or resolutions.
- Continue to provide ongoing training to interviewers and shop stewards on employee selection policies and procedures as outlined in County ordinances or resolutions.
- Continue regular auditing to determine how well departments are performing their recruitments which may include monitoring by personnel from outside the recruiting department, including the Chief Executive Office.

- Establish a post card exit survey system to obtain interviewee feedback and improve the interview process.

U. Labor Management Committee

To foster their ongoing relationship, the parties agree to establish a Labor/Management Committee and agree to use Committee meetings as a forum where items of interest may be discussed. The Committee shall meet quarterly and at other times as needed. Committee membership shall consist of no more than five (5) representatives selected by the County, including at least one member of senior management and no more than five (5) representatives selected by the Union including one member from each bargaining unit. Other persons may be invited with the approval of the parties. (Amended May 2007)

Nothing in this section precludes other communications in other forums between the Union and the County including Labor/Management committees at the department level.

Topics may include:

Change in job description  
Medical termination/reinstatement  
Promotions  
Supervisor span of control  
Caseload sizes and expectations  
Task based workload assignments and expectations  
Department work rules  
Vacation/Holidays section 36 subsection H&I  
Tab 11 – Leave Time provisions  
Sick notes requirement from 3 to 5 days  
Discipline – write-ups out after 1 year  
Driver policy proof of insurance  
Sick leave policies – standardize policies and union involved  
Return rights – increase time when RIF'd  
Personnel File vs. Drop File  
Drop File retention

V. Use of Electronic Equipment

The Union may distribute information countywide or department wide through the County email/facsimile system to union members only (as opposed to All GroupWise users). Such material, which must be informational in nature, will be presented in advance to the Director of Personnel (County Chief Executive Officer) or designee or department

head or designees as appropriate. Employees may choose to be deleted from any Union information list.

When feasible and where electronic equipment is currently available, employees, Union staff, stewards and/or officers may utilize electronic mail and/or facsimile equipment for contract enforcement and interpretation, and grievance processing matters. Transmissions will be primarily to expedite communication regarding such matters. Such use shall be reasonable and shall not interfere with the employee's duties or otherwise negatively impact County operations. While recognizing the provisions of MOU Section 11, Subsection K "Job Stewards and Negotiators", employees utilizing email/FAX for these purposes are encouraged to do so during rest periods and lunch breaks.

The Union will pay setup or installation costs associated with the use of the County's email system and long distance FAX charges. Such costs shall be calculated as if the Union were a County user department. Long distance charges that may be incurred must be approved by management prior to transmission. Any such charges are due thirty (30) days after the County submits the charges to the union.

The parties acknowledge that email/fax correspondence is not privileged or confidential and may be subject to review by management at any time. In addition materials sent through the County's email or fax systems may be discoverable under the Public Records Act. Nothing in this policy is intended to replace, supersede or contradict existing County policy. The limited use of electronic equipment as defined herein is deemed to facilitate County business through enhanced communication. Misuse of the e-mail/fax systems by County employees is grounds for discipline up to and including termination.

Violations of the provisions of this section may result in the elimination of e-mail/fax privileges for specific employees and/or the Union. This agreement may be cancelled by either party with sixty (60) days written notice to the other party.

#### **11. FIELD SURVEY - ASSESSOR'S OFFICE**

In the event the Field Survey Program should be reconsidered for implementation in the Assessor's Office, the parties shall meet and confer in order to resolve the issue of compensation for appraisers prior to the implementation of the program. (Addendum to MOU 2-19-87)

**12. GENERAL ASSISTANCE WORK PROGRAMS**

The County agrees to follow the policies set forth in the General Assistance Handbook (Section 90-304 revised October 1992) which provides that GA workers will not displace or replace regular employees.

**13. EQUAL EMPLOYMENT OPPORTUNITY COMPLAINT PROCEDURE**

Stanislaus County is committed to maintaining equal opportunity in all employment actions and public services in compliance with all applicable federal and state laws. The County's Workplace Harassment, Discrimination and Retaliation Policy is intended to prohibit, eliminate and prevent unlawful harassment, discrimination and retaliation and its effects in the workplace. The policy is located in the County's Personnel Manual and on-line on the County's Equal Rights website.

The following Equal Employment Opportunity Complaint (EEO) Procedure was developed to provide specific procedures to address complaints under the County's Workplace Harassment, Discrimination and Retaliation Policy and associated complaints regarding public services. These procedures apply to every County employee, job applicant, or person seeking County services who believes he or she may have been treated differently based upon a protected classification.

All employee labor organizations have agreed to the Equal Employment Opportunity Complaint Procedure which follows. Using this procedure is the most effective way to have an equal rights complaint reviewed, investigated and possibly resolved locally and in a timely manner.

- A. Intent - It is the intent of this procedure to provide an effective means of resolving individual or group problems of a sensitive nature in a timely manner and with a minimum of formal procedural requirements.
- B. Scope - This procedure shall apply to allegations of harassment, discrimination and retaliation in any employment action or in the delivery of public services based upon a protected classification. County departments may develop separate policies and procedures related to processing complaints regarding the delivery of public services in compliance with all applicable federal and state laws and regulations.
- C. Limitations - the establishment of this procedure for resolving complaints of discrimination, as it relates to matters of County employment practices, is not intended to supplant regular grievance or complaint procedures or prohibit employees or applicants from filing complaints with the Department of Fair Employment and Housing (DFEH), Equal Employment Opportunity Commission (EEOC), or the courts. This procedure is intended and should

be viewed as a means of providing the special skills needed to promptly and fairly handle the sensitive issues involved, and to ensure full cooperation with Federal and State compliance agencies.

D. Representatives - In presenting and resolving complaints, persons submitting complaints may represent themselves or may designate a representative of their own choosing. Costs associated with such representation, if any, will be borne by the complainant.

E. Definitions

Complainant: An employee or applicant for employment who alleges that he or she has been the subject of harassment, discrimination or retaliation on the basis of a protected classification. May also be a member of the public who alleges that he or she has been denied access to County government services or been discriminated against in the provision of such services on the basis of a protected classification.

Third Party: A separate individual from the subject (Complainant) who alleges that he or she witnessed another party be subjected to harassment, discrimination, or retaliation on the basis of a protected classification and brings forward a complaint.

County Equal Rights Officer: The Deputy Executive Officer assigned to the Chief Executive Office Human Resources Division, who is in close reporting relationship to top management and is assigned the responsibility of managing the County's Equal Rights Program including the procedure for handling complaints under this policy.

Departmental Equal Rights Officer: An employee assigned the responsibility of managing a department's equal rights program trained in EEO procedures and who provides informal counseling on matters pertaining to discrimination. Each County Department Head shall have an assigned Departmental Equal Rights Officer. Departmental Equal Rights Officers may be required to offer assistance to other Departments as requested by the County Equal Rights Officer or designee.

Protected Classification: The term describes characteristics or factors which are specifically protected from harassment, discrimination or retaliation based on federal or state laws. Protected classifications include, but are not limited to, race, color, national origin, ancestry, sex, sexual orientation, religion, political affiliation, action, or belief, marital status, age (over 40), pregnancy related condition, medical or physical disability, and genetic history.

Annually, the Board of Supervisors reaffirms its commitment to non-discrimination by adopting the County's Non-Discrimination Statement.

Please review the Non-Discrimination Statement for updates to the list of protected classifications. The Non-Discrimination Statement is located in each department, in the Personnel Manual, and on-line on the County's Equal Rights website.

F. Steps in the Procedure

To initiate the EEO Complaint Procedure, any employee, job applicant, or person seeking County services who believes he or she has been subject to harassment, discrimination or retaliation based on a protected classification may make a complaint orally or in writing with any of the following:

1. Immediate supervisor;
2. Any supervisor or manager within or outside the department;
3. Department Head;
4. Departmental Equal Rights Officer;
5. Director of Personnel; or
6. County Equal Rights Officer.

Complainants are encouraged to report complaints as soon as learning of the issues related to their complaint. Any delays in reporting complaints may impact the department's ability to fully investigate and respond to the issues presented.

Complainants are encouraged to use the County EEO Complaint form to assist in documenting all of the issues in the complaint. The form is located in the County's Personnel Manual and on-line at:

<http://www.stancounty.com/personnel/equal-rights/doc/eoo-complaint-form.doc>

**Department Level Complaints**

Complaints should first be addressed at the department level in an effort to resolve the issues presented. The Departmental Equal Rights Officer (or alternate Departmental Equal Rights Officer) will be responsible for evaluating and responding to the complaint. Due to the nature of certain complaints, the Department and the County Equal Rights Officer may assign an alternate Departmental Equal Rights Officer to complete the departmental level review or may forward the matter directly to the County Equal Rights Officer to coordinate the appropriate follow-up.

The Department process will typically include the following:

- a) Consult with the complainant to reach a complete understanding of the issues presented.



- b) Make necessary inquiries in an attempt to resolve the complaint. This may include interviews with other witnesses or subjects as necessary.
- c) Seek informal resolution of problems by facilitating open communications between the complainant and any other involved parties.

The Departmental Equal Rights Officer will provide a response to the complainant in writing within 60 calendar days of learning of the complaint. If the complaint will require more than 60-calendar days to fully evaluate and respond, the Departmental Equal Rights Officer will notify the complainant of the additional period of time necessary to complete their findings.

### **County Level Complaints**

Complainants may appeal the findings of the Departmental Equal Rights Officer to the County Equal Rights Officer. It is recommended Complainants appeal to the County Equal Rights Officer as quickly as possible to assist the County Equal Rights Officer in completing a timely investigation.

The County Equal Rights Officer, upon receipt of a complaint:

- a) Shall review the case with the Departmental Equal Rights Officer.
  - b) May assign an investigator to conduct a prompt, impartial investigation, if necessary, and review finding thereafter. The complainant will be notified of the assigned investigator.
  - c) The County Equal Rights Officer shall be authorized to issue subpoenas as necessary.
  - d) Explore further the possibility of informal adjustment of the problems through negotiation or conciliation with Department Head or the parties to the complaint.
  - e) Respond to the Complainant in writing with the County Equal Rights Officer decision and provide notification of appeal rights. If the Complainant wishes to appeal the County Equal Rights Officer's decision, he/she may do so in writing to the County Chief Executive Officer within fourteen (14) working days of receipt of the County Equal Rights Officer's decision.
1. Appeal to Chief Executive Officer: Upon receipt of an appeal of the County Equal Rights Officer's decision the County Chief Executive Officer shall:

- a) Review the case with the County's Equal Rights Officer, the Investigator, or Departmental Equal Rights Officer as appropriate.
  - b) Request the Investigator gather further information and analysis as appropriate.
  - c) Provide the complainant with a written decision and advise complainant of appeal rights.
2. Appeal to Hearing Board: Shall the affected individual wish to appeal the Chief Executive Officer's decision; he/she may request a hearing with the Hearing Board established pursuant to Stanislaus County Ordinance Code 3.28.060 within fourteen (14) calendar days of receipt of the Chief Executive Officer's decision. The appeal shall be in writing and shall be filed with the Chief Executive Officer. The Chief Executive Officer shall forthwith transmit the appeal request to the Hearing Board. The Hearing Board shall, within a reasonable time from the filing of the appeal, commence the hearing and shall notify the interested parties of the time and place of hearing at least five (5) working days in advance.

At the hearing, both the complainant 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 persons 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, a 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 is final.

**14. MAXIMUM SUSPENSION**

The maximum time period during which an employee may be suspended for cause pursuant to County discipline policies is forty-five (45) working days. (Section 6, Page 9, 11-3-83)

**15. GRIEVANCE PROCEDURE INCLUDING BINDING ARBITRATION**

A. Intent

It is the intent of this provision of the Memorandum of Understanding to provide orderly and equitable procedures for the presentation and resolution of misunderstandings and disputes between the County and its

employees. It is further intended that the exercise of these rights in good faith be available to all County employees, (except as herein provided) without fear of reprisal or coercion.

B. Definitions

1. Grievance - A grievance is defined as an employee-initiated allegation that a term or condition of employment established by State law, Stanislaus County Code, resolution, Memorandum of Understanding or written departmental policy is being violated provided, however, that such term or condition of employment is not subject to the discretion of the County or is not a subject outside of the scope of representation as defined in Section 3500, et. seq. of the Government Code or the Stanislaus County Code. This grievance procedure shall not apply to matters within the scope of applicable Federal or State grievance procedures.
2. Complaint - A complaint is defined as an employee initiated allegation or dispute concerning terms and conditions of employment which are not grievances as defined above. Complaints shall be handled as herein provided except that a complaint may not be appealed to the Chief Executive Officer or to arbitration.

C. Exclusion of Disciplinary Appeals and Equal Employment Opportunity Grievances

Appeals from disciplinary actions or grievances alleging violation of the County's policies of equal employment opportunity or equal rights, or involving allegations of employment discrimination will be handled pursuant to the County's Equal Employment Opportunity grievance procedure and does not include binding arbitration as the final step in the procedure.

D. Representation

In presenting and resolving grievances, employees may represent themselves on County time, within reason, or may designate a representative of their own choosing. Costs associated with such representation, if any, will be borne by the employee.

E. Time Limits

The time limits herein specified may be extended to a definite date by mutual consent of the parties. Failure to meet time limits by the employee

shall constitute withdrawal of the grievance. Such failure by the County shall entitle the employee to request the next step in the procedure.

F. Grievance Procedure Steps

1. Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. The employee should advise his/her immediate supervisor that a grievance is present and explain it to the immediate supervisor no later than fifteen (15) working days after he/she becomes aware, or should become aware, of the issue. The immediate supervisor shall thereafter hear, and decide the matter informing the employee of the decision orally within seven (7) working days.
2. Written Grievances - If the grievance is not resolved through informal discussion, the employee may within seven (7) working days from the date of the supervisor's informal decision, submit a written grievance to said supervisor with a copy submitted to the Department Head and Director of Personnel. Such a written grievance, signed by the employee shall set forth the facts at issue, the relief sought and time of occurrence of any alleged incident or violations precipitating the grievance. The supervisor shall thereafter further investigate and consider the grievance and deliver a written decision to the employee within seven (7) working days after receiving the grievance.
3. Department Head Review - If the grievance is not resolved by the written decision of the supervisor, the employee may request, in writing, within seven (7) working days after delivery of the prior written decision that the grievance be reviewed by the Department Head. If such a request is received, the Department Head or his/her designee shall conduct such meeting(s) with the employee, informal hearings or investigations as are appropriate in his/her judgment and deliver to the employee a written decision within seven (7) working days after receipt of the review request.
4. Advisory Opinion of Director of Personnel - At any point in this procedure after filing a written grievance or complaint, the Director of Personnel may offer, or either party may request, the non-binding advisory opinion, verbal or in writing, of the Director of Personnel concerning resolution of the grievance or complaint.
5. Grievance Appeal - Subject to the timeframes and conditions described hereinafter, the employee may appeal the Department Head's decision by making a written request to the Director of Personnel. The employee may elect the grievance be submitted for

final decision by the Chief Executive Officer. If the employee is represented by the Union, the Union may, with the employee's concurrence, elect the grievance be submitted for final decision to binding arbitration. The appeal process elected is final and irrevocable on the employee and the Union.

- a. Submission of the Grievance Appeal to the Chief Executive Officer - If the employee wishes to appeal the Department Head's decision to the Chief Executive Officer, the employee shall do so in writing to the Director of Personnel, specifically stating this option, within ten (10) working days after receipt of the Department Head's decision. The Chief Executive Officer or his/her designee shall thereafter conduct an informal hearing, and any other meetings or investigations as are appropriate in his/her judgment. Upon the request of either party or motion of the Chief Executive Officer, such hearing and other investigations shall be conducted by a designee(s) selected by the Chief Executive Officer with the consent of the parties. The written decision of the Chief Executive Officer or his/her designee shall be delivered to the employee within fifteen (15) working days after receipt of the appeal. The decision of the Chief Executive Officer or his/her designee shall be the final step in the County's procedure for settling grievances. For the purpose of this section, the Director of Personnel shall not serve as the designee if the Director of Personnel has rendered an advisory opinion concerning the grievance. This does not preclude the Chief Executive Officer from utilizing the advisory opinion of the Director of Personnel.
- b. Submission of Appeal to Binding Arbitration - If the employee wishes to appeal the Department Head's decision to binding arbitration, the employee may do so through the Union only. The appeal shall be made in writing to the Director of Personnel, specifically stating this option, within ten (10) working days after receipt of the Department Head's decision. Prior to the selection of the arbitrator and submission of the grievance for hearing by an arbitrator, the Director of Personnel shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the parties. The Director of Personnel shall have ten (10) working days in which to review and seek amicable resolution of the grievance.
  1. Selection of Arbitrator - If the required steps of the grievance procedure have been exhausted and the

grievance remains unresolved and is subject to arbitration, the arbitrator may be selected by mutual agreement between the Director of Personnel and the Union. 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 (5) 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.

2. Arbitration Issues - The parties shall, within fifteen (15) working days following the informal review of the Director of Personnel, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of the evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator no later than five (5) working days prior to the arbitration hearing.
3. Arbitration Expenses Shared - The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorney's fees shall be borne by the party incurring that cost. If both parties agree to the use of a court reporter, or if the arbitrator requires the use of a court reporter, the cost of the court reporter shall be shared equally. Absent mutual agreement, the side requesting use of the court reporter shall absorb the cost. The cost of the transcript, if one is prepared, shall be absorbed by the party requesting the transcript, unless both parties mutually agree to share the cost of the transcript. If the arbitrator requests that a copy of the transcript be prepared, both parties shall equally share the cost of the transcript.
4. Duty of Arbitrator - The arbitrator shall conduct an informal hearing, and any other meetings or

investigations as are appropriate in his/her judgment. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Memorandum of Understanding, Stanislaus County Code, resolution, or written departmental policy. He/she shall consider and make a decision with respect to only the specific issue(s) submitted, and shall not have authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of the Memorandum of Understanding, applicable State or Federal laws, Stanislaus County Code, resolution, or written departmental policy, he/she shall decide the appropriate resolution. The arbitrator shall have no authority to substitute his/her judgment for that of the County as to any matter within the County's discretion. The decision and award of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties. Proposals to add to or change the Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this section.

5. Binding Decision - The decision of the arbitrator shall be binding upon the employee, the Union, and the County.

Based upon significant financial impact of the arbitrator's decision upon the County, within fifteen (15) working days of receipt of the arbitrator's decision, the County may request that the Union meet with the County to discuss the financial impact of the decision. The Union agrees to meet and consult with the County over the impact upon the County of the decision. Absent agreement between the parties to modify or mitigate the impact of the arbitrator's decision, the decision of the arbitrator shall be final and binding on the parties.

6. Arbitrator's Decision Due - Unless the parties agree otherwise, the arbitrator shall render the decision in

writing within thirty (30) days following the close of the hearing to the Director of Personnel. The Director of Personnel shall immediately provide a copy of the decision to the employee, the employee's duly elected representative and the Department Head. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

7. Non-Union Representation - In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the recognized employee organization, arbitration as provided herein shall not be available to the employee.

16. **BINDING ARBITRATION BY AN OUTSIDE ARBITRATOR IN LIEU OF SECTION 3.28.060 "HEARING BOARD AND HEARING OFFICER" OF THE STANISLAUS COUNTY CODE**

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

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

In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the recognized employee organization, the cost of the hearing officer shall be waived. Binding arbitration shall not be an option for an employee who is not represented by the Union or seeks representation outside of the Union.

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 therefore, (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 (7) 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/her 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 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.

The Union, on behalf of the represented employee, may, within fourteen (14) calendar days of service of the order, request in writing to the Director of Personnel the use of binding arbitration in lieu of the discipline appeals board. Should the request for appeal be filed within the seven (7) calendar day period, and the request for binding arbitration not be submitted to the Director of Personnel within the fourteen (14) calendar day period, the matter will be scheduled and heard by the discipline appeals board.

2. Selection of Arbitrator - If the Union 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 Union. 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 (5) 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 (1) 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, commence the hearing thereof, and the Director of Personnel shall notify the interested parties of the time and place of hearing at least five (5) days in advance thereof.

3. Arbitration Issues - The parties shall endeavor to 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 Stanislaus 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 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 duties of the arbitrator shall be those of the hearing board as referred to throughout the Stanislaus County Code, including, but not limited to, 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 thirty (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, the Director of Personnel, and the Union. 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 personnel history file. The decision of the arbitrator shall be final and binding on both parties.
7. Non-Union Organization Representation - In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the recognized employee organization, the cost of the hearing officer shall be waived. Binding arbitration shall not be an option for an employee who is not represented or seeks representation outside of the recognized employee organization.

## 17. HEALTH SERVICES AGENCY

### A. LVN/Nursing Attendant Shift Assignments

Except in cases of emergency, LVN and Nursing Attendant assignments to shifts other than the day shift will be made by first seeking volunteers for assignments to these shifts. If no volunteers are present, the least senior qualified employee will be assigned. (Section 4, Subsection P, Page 8, 11-3-83)

B. Time Off When Workload Is Low - Health Services Agency Clinics

The parties agree that when the workload in any unit at Health Services Agency Clinics reaches a point where regular staff is present in excess of staffing requirements, volunteers in affected units on that shift will be asked to take accrued vacation, holiday, comp time or dock time off. If no volunteers are present, the Hospital may then mandate the use of accrued vacation, holiday, comp time, or dock time (for someone out of paid leave time) up to a maximum of 16 hours per month by employees on a rotating basis in inverse order of seniority. That is, the least senior employee in the affected unit would be the first required to take time off. The order in which time off will be taken under this section shall be comp time, vacation, holiday and dock time unless the employee otherwise specifies. It is understood that reasonable efforts will be made to have the employee work in another area in which the employee is qualified and willing to work. Further, it is understood that extra-help employees, or other relief workers such as from the General Assistance Program will be called off prior to regular clinic employees. The exception to this will be if the extra-help employee possesses necessary, specialized skills not possessed by regular staff members.

This provision will not affect the employees' ability to:

1. Take time off which had been previously scheduled; or
2. Request and schedule time off on a subsequent date, providing that:
  - Accrued time is available.
  - Approval for time off is granted.
  - Unforeseen staffing emergencies do not arise requiring cancellation of time off. Every effort will be made to avoid this situation. (Addendum to MOU, 2-19-87)

C. LVN Work Schedule

The Union agrees upon the request of the County to meet and consult concerning modification of the existing compensation method of LVNs working a twelve (12) hour shift. The objective shall be to pay LVNs for time actually worked, rather than continue the current practice of guaranteed paychecks each pay period. (Added Section 9, 10-11-94)

**18. INSURANCE BENEFITS**

A. Health Insurance Agreement

Employee health insurance benefits are negotiated under a separate meet and confer through implementation process between the County and all represented employee bargaining units. A copy of the health insurance agreement covering January 1, 2012 through December 31, 2014 is included in the MOU as Attachment B.

B. Employee Benefits Committee

An Employee Benefits Committee consisting of one employee and/or the designated labor representative per bargaining unit will meet semi-annually to evaluate the financial performance of the self insured medical plans and recommended rate adjustment. The parties agree to conduct meetings on a quarterly basis for the first year during the implementation of the new self-funded medical plans in 2012. The County maintains all plan fiduciary responsibilities, including setting annual rate adjustments based on actuarial review and analysis.

C. Domestic Partner Coverage

The County shall make available the option of Domestic Partner coverage in health/vision/dental plans to employees who meet the legal requirement application to the State of California and have a Declaration of Domestic Partnership filed with the California Secretary of State.

D. Insurance Updates

The County will provide to the Union copies of any health insurance updates sent to employees. (Section 6, Subsection E, Page 8, 2-29-88)

**19. JURY DUTY**

The parties agree that the County's current jury duty policy, as defined in Stanislaus County Code Section 3.20.120, will remain in effect with the addition that if an employee assigned to work a PM (3 p.m. – 11 p.m.) or night shift (11 p.m. – 7:00 a.m.) (is required to perform jury duty, the following policy will apply:

An employee who works on the night shift or the PM shift who is called to jury duty may be excused from all or part of the shift following the jury duty.

To be eligible for such jury duty leave, the employee must advise the affected Department Head in writing of his/her summons to jury duty and, after jury duty service, report to the Department Head the number of hours the employee was

detained for jury duty service, including reasonable travel time. As quickly as possible thereafter, the Department Head and the employee will schedule by mutual agreement if possible, the makeup of any hours owed to the County equal to the difference between the hours of actual jury duty service plus reasonable travel time and the hours of work following the jury duty service for which the employee was excused. This makeup of work shall not be compensable as overtime. (Section 4, Subsection A, Page 4, 11-3-83)

## 20. LEAVES OF ABSENCE

### A. Administration

The parties agree that the County's leave of absence policy as defined in Stanislaus County Code Section 3.44.010 et seq., will remain unchanged during the life of this agreement and that leaves of absence without pay may be approved for probationary employees. Further, as a condition for a leave of absence without pay to continue, the County may require the employee on leave to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved.

In addition, the parties agree that time worked during the probationary period will be counted toward permanent status even if the person has an intervening leave of absence during the probationary period.

Effective November 6, 2001, vacation accrual while on an unpaid leave of absence will be extended on a day-for-day basis for all unpaid time exceeding 15 calendar days. For example, if an employee was in an unpaid status for 16 days, his or her date for increased vacation accruals would be extended by one day.

### B. Leave of Absence For Educational Purposes

Section 3.44.010 of the Stanislaus County Code provides the following: "Any employee in the classified service who has permanent or probationary status may be granted a leave of absence without pay upon written request of the employee which is recommended by the Department Head and approved by the Chief Executive Officer, except in cases of leave without pay of thirty (30) calendar days or less, the approval of the Chief Executive Officer shall not be required."

Subparagraph C of that section provides that classified employees may utilize leave without pay "to take a course of study which will increase the employee's usefulness on return to his/her position." (Section 10, Subsection B, Page 11, 2-29-88)

**21. MILEAGE REIMBURSEMENT FOR PERSONAL VEHICLE USE**

Employees, who use their personal vehicle in the course of their duties and responsibilities as an employee of the County, Shall receive the specified IRS allowance rate mileage reimbursement effective on January 1 of each year (amended May 2007).

**22. ON-CALL PAY/HOLIDAY CALL-BACK**

**A. Weekly Flat Rate Compensation**

The parties agree that on-call compensation rates for those employees formally assigned by the department to remain available to return to work shall be at a rate of two hundred and fifty dollars (\$250.00) per week, prorated on a daily basis (\$35.71). Unless the amount is otherwise specified in the Memorandum of Understanding, any classification formally assigned by the Department Head to perform on-call work shall be eligible for the amount of compensation as provided in this subsection or as provided for elsewhere. Effective the start of the first full pay period on or after January 1, 2002 the weekly/daily rate of on-call pay shall increase to \$301 a week or \$43 daily. (Section 15, Subsection A, Page 13, 2-29-88 amended by Section 12, Subsection A, Page 5, 4-25-89 amended by Section 8, Subsection A, Page 5, 4-12-91 amended by Section 2, Subsection E, Page 2, 10-12-01)

**B. Haz Mat Response Team On Call**

1. On-call compensation for Hazardous Materials Specialists formally assigned by the Director of Environmental Resources to perform on-call services as part of the After Hours Emergency Response Team, shall be three dollars and seventy-five cents (\$3.75) per hour for each hour of on-call service. Effective the start of the first full pay period on or after January 1, 2002 the hourly rate of on-call pay shall increase to \$4.00 per hour. (Section 12, Subsection B, Page 5, 4-25-89 amended by March 29, 1991 agreement, amended by Section 2, Subsection E, Page 2, 10-12-01).
2. Two (2) qualified Hazardous Materials Specialists shall be scheduled to cover the after hours hazardous materials emergency response needs of the Department. Should the addition of a backup response team be deemed necessary by the Department Head, the parties agree to immediately meet and confer over the impact upon employee wages, hours, and other terms and conditions of employment due to the increased number of staff required to perform the on-call services.

3. A maximum of ten (10) employees shall be assigned to the Hazardous Materials Emergency Response Team. At the point that the team has fewer than eight (8) employees volunteering to participate on the team, the Department Head or his/her designee may mandate qualified staff to participate on the team. The parties recognize that all interested Hazardous Materials staff shall be given the opportunity to train for and participate on the response team. Should an insufficient number of Hazardous Materials staff be interested in and/or available for after hours on-call duty, other qualified Department staff members may be offered the on-call duty and/or given the training to perform such duty.
4. The on-call schedule shall be prepared collectively with the program manager.
5. This section shall not preclude the assignment of Environmental Health staff in lieu of Hazardous Materials staff, to perform emergency on-call duty to cover environmental health related emergencies such as restaurant fires.

C. Vacation Accrual When On Call Holidays

Employees who are placed on "on-call duty" on a designated holiday and are called back to work, will accrue eight (8) hours vacation time. (Section 5, Subsection B, Page 13, 2-29-88)

D. Holiday Call-Back

Any employee called back to work on a holiday, who is not on-call, shall receive 8 additional hours of vacation time for the following holidays New Year's Day, Independence Day, Thanksgiving, the day after Thanksgiving, and Christmas. (Amends Section 17, Page 6, 4-25-89 with Section 8, Subsection B, Page 6, 4-12-91)

E. Hourly Rate Compensation Provisions

The parties agree that on-call pay will not continue during periods in which an employee receiving on-call pay on an hourly rate basis is called back to work and receives call-back pay. In such cases, only the call-back pay would be provided. (Section 7, Subsection A, Page 10, 11-3-83)

Each employee working in the classifications of Radiologic Technologist I/II/III, Supervising Radiologic Technologist, Surgical Technician, Licensed Vocational Nurse I/II/III, and Clinical Laboratory Assistant I/II, when placed on professional call duty at Health Services Agency Clinics, with the approval of the Department Head or their designee, shall be paid thirty

percent (30%) of his/her hourly rate of base pay, for each hour he/she is required to remain on-call beyond the regular work period in additional compensation. Actual time spent in answering professional calls shall be compensated according to the provisions of the Stanislaus County Code Section 3.32.050 et seq., governing overtime work.

F. Public Works, Road & Bridge Division

The parties agree that on-call assignments in the Roads and Bridge Division of the Public Works Department will be made on the basis of the Division first utilizing volunteers. If an insufficient number of volunteers is present, duty shall be assigned among Road Maintenance Worker I's, II's and III's on a rotating basis in alphabetical order. (Section 7, Subsection D, Page 10, 11-3-83)

G. On-Call/Call-Back

Employees who are subpoenaed in the line of duty and required to appear in court during their off-duty hours, shall be compensated therefore upon the basis of overtime work. Provided, however, no such overtime work shall be compensated for less than two hours upon each occasion that the employee is called upon to despite the fact that the actual amount of overtime service performed may be less than two hours, and no employee shall be compensated for more than eight (8) hours overtime work in any one eight (8) hour period.

If an employee is at home and ordered to return to work, this shall reflect a call back to work and the minimum two hours of call back pay at time and one half will be compensated as provided in this section. (Section 18, Page 6, 5-25-93, Amended Section 14, Page 5, 10-12-01)

**23. OUT-OF-CLASS ASSIGNMENT**

The parties agree that when an employee receives a formal, written assignment by a Department Head to perform work characteristic of a higher classification, and such work is satisfactorily performed for the majority of work days in a calendar month or for a period of twelve consecutive working days, the employee shall be paid for such out-of-class work at the appropriate promotional pay rate of the higher classification (an approximate five percent (5%) minimum), but no higher than the fifth (5th) step of the new salary range.

Time spent in an out-of-class assignment may count toward the probation period if the employee is promoted to that position, provided the employee had performed higher class work within the last twelve months and the employee received a written evaluation or other written acknowledgement from the supervisor that the work had been done satisfactorily. In no event, however,



shall an employee serve less than a six-month probationary period. (Amended Section 12, Page 5, 10-12-01)

The intent of this subsection is to insure that employees are fairly compensated when the needs of the County require a formal out-of-class assignment. It is recognized that Department Heads have sole discretion in selecting employees for any such assignments and that the out-of-class work involved is to be consistently and substantially in the higher classification. (Section 13, Page 12, 2-29-88)

An out-of-class assignment may be recommended by the Department Head to cover vacation absences consistent with the existing MOU provisions on time frames. In addition, contingent upon a verification from the Department that the higher level work was performed, a Department Head may recommend that a temporary out-of-class assignment may be approved up to 30 calendar days retroactive to the date of the recommendation. (Section 12, Page 6, 4-12-91)

The parties agree that candidates for such assignments must meet the minimum qualifications for the higher paid classification. In addition, the Director of Personnel's approval will be required as a condition of implementing the assignment. (Section 9, Page 3, 3-14-86)

Out-of-class assignments recommended by the Department Head may include special projects or assignments of a limited duration as reason for pay in a higher classification. (Section 28, Page 9, 4-25-89)

Department managers are encouraged to post for at least five working days, their intention to fill a position with an out-of-class assignment to determine the interest employees may have in assuming the higher level duties. (Amended Section 12, Page 5, 10-12-01)

Effective November 6, 2001, a vacant position may not be filled by an out-of-class assignment for more than one year, unless the department is making a good faith effort to fill the position with a qualified applicant. (Amended Section 12, Page 5, 10-12-01)

## **24. OVERTIME**

The parties agree that the County's overtime pay provisions in effect for all AFSCME bargaining units prior to the commencement of this agreement will continue in effect with the two exceptions noted in Subsection A and B below.

- A. There shall be no payment for "call-back mileage reimbursement" in addition to overtime pay for employees assigned to the Technical Services Bargaining Unit. (Revises Section 14, Subsection A, Page 15, 6-28-89 with Section 9, Page 6, 4-12-91)

- B. Unless provided for otherwise, overtime in this provision will be paid in compliance with the minimum standards of the Fair Labor Standards Act with the following exceptions:

All AFSCME bargaining unit members shall be compensated at an overtime rate of time and one half of the employees regular rate of pay for all time "worked" beyond 40 hours in a week. In calculating overtime eligibility, sick leave, vacation leave, bereavement leave, and compensatory time shall not be considered as time "worked" in meeting the forty (40) hour minimum. Paid time off in the form of jury duty or military leave shall be considered time "worked" for the purpose of meeting the forty (40) hour minimum in calculating overtime eligibility.

When offices are closed for a County approved Holiday and employees receive holiday pay and are not given the option to continue working, this time off for the holiday shall be considered as time "worked" when counting hours worked in meeting the forty (40) hour minimum.

In the limited circumstance that employees are ordered to work overtime as a result of a Stanislaus County Office of Emergency Services declared emergency, then any vacation time taken in the work week shall be counted as time worked in the overtime calculation. (Section 11, Subsection A, B Page 11, 11-3-83; Amended Section 6, Page 3, 5-25-93, Amended Section 15, Page 6, 10-12-01)

- C. The parties agree that existing County policies, not changed by this agreement, related to overtime work and the definition of overtime work will continue in effect. This includes avoidance of overtime whenever possible and Department Head discretion regarding cash or compensating time off as payment for overtime.
- D. Employees in the Craft/Maintenance Bargaining Unit and Mid Management Bargaining Unit called back into work will receive four hours of time off between the end of their worked callback time and the start of their shift. If this four hours overlaps with the employees scheduled start time the employee will be paid regular pay for the overlap time. For example if an employee is called back into work and works until 3:30 am they would not be expected to start work until 7:30 am. The employee would receive regular pay from their scheduled start time, 6:30 am and their actual start time of 7:30 am. If the callback ended at 2:30 am the employee would be expected to report to work at 6:30 and as a result would not be paid for any portion of the 4 hour rest period. (Added May 2007)

**25. PARKING**

The parties have a mutual interest in having employees provided with adequate, free and safe parking. To meet this interest, the County agrees to explore all options through the labor-management committee.

**26. PERFORMANCE EVALUATION**

Performance evaluations should be completed on a regular basis but shall not cover a time period greater than one (1) year. Evaluations shall be reviewed with the employee on a timely basis, which ideally should be within thirty (30) days of the due date. This date is normally tied to the employee's salary anniversary date, even if the employee is at the top step of the salary schedule. If the due date is not met the performance evaluation may still be given to the employee and late or missed evaluations shall not be subject to the grievance procedure. While due to the fact that the missed or late performance evaluation is not subject to the grievance procedure, this does not affect Section 4, Subsection H "Step Advancements" of the Memorandum of Understanding.

Evaluations may be given to probationary employees more often than once a year as long as the employee is notified prior to the actual evaluation review. Special evaluations may be given to any employee; however, the employee shall be notified in advance that a special performance evaluation will be given.

Notwithstanding the above, when performance deficiencies exist, the individual responsible for completion of the performance evaluation shall advise the employee to be evaluated of: 1) any work related deficiency in a timely manner; 2) remedies, if available, to correct such deficiency; and 3) provide reasonable assistance as practicable to help the employee overcome such deficiency.

No performance evaluation shall be placed in the employee's personnel file which has not been discussed with the employee. (Section 21, Page 10, 4 4-12-91)

**27. PERSONAL PROPERTY DAMAGE PROCEDURE**

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

age and would be replaced in the normal course of our personal lives. (Section 4, Subsection B, Page 5, 11-3-83)

**28. REDUCTION-IN-FORCE**

Whenever in the judgment 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. 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 laying off employees in the Classified Service the order of separation shall be based upon seniority as herein specified.

**A. Alternatives to Layoffs**

Upon request of the Union, the County agrees to meet and confer with the Union prior to implementing any reduction-in-force action, to discuss alternatives to lay-off.

**B. Order of Separation**

Employees in the same classification and department shall be separated considering type of appointment and total continuous seniority 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 separation by appointment types shall be:

1. Provisional
2. Extra-Help/Part-time (Extra Help positions may be maintained by mutual agreement of County and impacted bargaining unit)
3. Trainee
4. Regular Full-time

As part of the reduction-in-force process the Chief Executive Office and the department implementing the reduction-in-force will review all of the department's Personal Service Contracts. Personal Service Contractors found to be performing similar work as an impacted classification may have their contract ended according to the provisions of the contract.

Within regular full-time appointments, employees with probationary status (either initial County or classification) shall be laid off before employees with permanent status in the same classification regardless of relative seniority.

C. Reduction-in-Force Seniority Procedure

In calculating total continuous service for the County, 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.

Continuous Service Defined

Continuous service is defined as all service in the County regardless of classification and department. When there has been a permanent separation of 90 days or more credit shall be given only for full-time employment following such break in services. If an employee has a break in service less than 90 days, only the time before and after the break would count toward seniority time. Persons hired from a reduction-in-force reemployment list regain all previously earned seniority on the date of reemployment.

Employees on approved leaves of absences without pay, catastrophic leave (donated time) or unpaid suspension shall retain seniority accumulated before the leave of absence. The first 60 calendar days on the unpaid leave, catastrophic leave or suspension will be included in the seniority score computation. Time will be deducted starting the 61<sup>st</sup> calendar day of such leave. Time spent on military leave is not deducted for the purposes of calculating seniority regardless of the length of such leave.

D. Seniority Calculations

Among permanent employees the order of layoff will be determined by the employee's seniority calculation in the following order:

1. Employee with the greatest continuous full-time County service;
2. Employee with the greatest seniority in the classification in which the reduction-in-force is being made and in higher classifications;
3. Employee with the greatest seniority in the Department of the reduction-in-force;
4. Seniority with extra help service included; and
5. Employee whose name is drawn by lottery by the Chief Executive Officer or designee

1. Calculation of Seniority for Full-Time Regular Employees

Calculation of County Seniority means all continuous service in the County in a regular full-time position. Extra-help/part-time service time is not counted in calculating regular full-time County seniority.

Service to the County including personal services contractor, unpaid volunteer/intern, or any service which is not in an employer-employee relationship does not count toward total County seniority.

2. Calculation of Classification Seniority

In the case of two or more employees with equal County seniority the order of layoff will then be determined by total continuous full-time service in the employee's current classification and higher ranking classification. Extra-help/part-time is not counted in calculating classification seniority.

3. Calculation of Department Seniority

In the case of two or more employees with equal Classification Seniority the order of lay off will then be determined by total continuous full-time service in all positions held in the impacted department. Extra-help/part-time service is not counted in calculating Department Seniority.

4. Extra Help Service Calculation

In the event of a tie extra-help hours during continuous service will be included in the total Seniority calculation. Extra-help hours served on or after January 1, 1999, will be counted on an hour-for-hour basis with eight (8) hours as the equivalent of one (1) work day of service. Extra-help hours served prior to January 1, 1999, are not available in the existing payroll system and will be calculated at 2.86 hours a day per seven (7) calendar days of service (equivalent of 20 hours).

5. Lottery

Should the order of layoff not be determined in the calculation of County, Classification, Department or County Service with Extra-help hours included, an agreed upon lottery system will be used to determine the order of layoff. The County and the impacted bargaining unit(s) will meet and confer over the terms and conditions of the lottery process prior to each lottery.

E. Written Notice

Written notice of layoff shall be served by the Chief Executive Office on affected employees in person or by certified letter mailed to the last address on file with the Chief Executive Office. Notice will be served or mailed at least twenty-one (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.

Notice of probationary release to employees on Probation will be served by the Department Head.

F. Demotion in Lieu of Layoff

In lieu of being laid off, an employee may elect to voluntarily demote within the same department to a lower paid classification in the same series or to a classification previously held; this will require the department to have a vacant position available, or for the demoting employee to have more seniority than existing employees in the position in which they are demoting to. Employee must currently meet the minimum qualifications in order to demote to a classification previously held or within the classification series. Individuals with multiple demotion rights will be demoted to the highest classification previously held in the classification series. Less senior employees in the department 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/designee in writing no later than seven (7) working days after receiving notice of layoff.

G. Transfer in Lieu of Layoff - Vacancy

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 where the employee presently meets the minimum qualifications. Such requests require completion of the receiving Department's background process and approval by the gaining Department Head. (Department probation, if applicable, may be applied.)

H. Transfer Across Department Lines – Filled Positions

Employees may bump across department lines in only one circumstance. A permanent employee impacted by a reduction-in-force action, shall have the right to transfer to a position filled by a probationary employee if the position is in the same classification and if the less senior employee is on initial County probation. The employee electing to "bump" to the new

County department may be required complete the receiving Department's background process and to serve Department Probation for a period not to exceed six (6) months. The employee shall maintain his or her re-employment rights within the Department he or she transferred from.

I. Re-employment

For a period of eighteen (18) months 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. During the period of April 6, 2010 through June 30, 2012, the parties have agreed to extend re-employment rights to three (3) years.

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 Department Head or designee. The former employee shall have fourteen (14) calendar days to respond to the notice.

J. Administrative Decisions

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

K. Special Circumstances

Employees assigned to a position on the basis of bona fide occupational qualifications may be exempted from the reduction-in-force list for their classification where those skills are necessary to continue the level of service rendered by the program.

L. 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. Any appeal submitted shall include the basis for the appeal.



An informal appeal shall first be filed by the affected person to the County's Deputy Executive Officer of Human Resources within seven (7) days of receiving the notification of the reduction-in-force. The Deputy Executive Officer shall review the applicable MOU, County's Reduction-in-Force Policy, and the seniority calculation methodology. The Deputy Executive Officer shall respond to the appeal request in writing.

The affected person may appeal the Deputy Executive Officer's decision to the County's Chief Executive Officer, within seven (7) days after receipt of the decision Deputy Executive Officer's decision. The Chief Executive Officer shall respond to the appeal request in writing.

Shall the affected individual wish to appeal the Chief Executive Officer's decision he/she may request a hearing with the Hearing Board established pursuant to Stanislaus County Ordinance Code 3.28.060 within seven (7) days of receipt of the Chief Executive Officer's decision. The appeal shall be filed with the Chief Executive Office Human Resources Division. The Chief Executive Office Human Resources Division shall forthwith transmit the appeal request to the Hearing Board. 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 (5) 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 participate in the appeal process including presenting evidentiary facts. In certain situations in which an affected employee is disputing the seniority calculation of another employee both the affected employee who is disputing the seniority calculation and the employee whose seniority is being questioned may have the right to be present at the hearing subject to agreement from the affected labor organization and the County. 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.

M. Sick Leave Cash Out Provisions

Employees with one (1) year of service or more who are laid off due to a reduction-in-force shall be eligible for twenty-five percent (25%) sick leave cash out upon termination from the County.

N. Unrepresented County Employees

The Reduction-in-Force Policy does not apply to unrepresented, unclassified County employees. Unrepresented employees in the Community Services Agency and Department of Child Support Services who have property rights under the approved local merit system will have the reduction-in-force administered in compliance with County policies. In the event a reduction-in-force occurs where an unclassified, unrepresented employee may have demotion rights to a classified position, the County will meet and confer with the affected labor organizations over the impacts to the affected bargaining units.

**29. REINSTATEMENT**

An employee can transfer to a previously held regular, full-time position in either a higher or lower classification within one year of leaving the former position, with department head approval.

**30. RETIREMENT**

A. Retirement

General members of the bargaining units employed prior to January 1, 2011 shall receive upon retirement two percent (2%) of base salary at age fifty-five (55) with final average salary calculated on the employee's highest consecutive twelve (12) months of service. (Refer to Attachment D, dated February 12, 2002)

The parties agree to reinstate the former Tier Two level of retirement benefits for all newly hired members of the bargaining unit effective January 1, 2011. Tier Two benefits are established per Government Code Section 31676.1 (approximately 2% at age 61) with final average salary calculated on the employee's highest consecutive three (3) years of service.

B. Military Service Retirement Credit

The County agrees to meet and confer upon union request during the term of the agreement to discuss the option for employees to purchase military service credit for retirement service. The meet and confer process may

involve the Stanislaus County Employee Retirement Association and other County bargaining units as necessary (Added May 2007)

**31. SALARY/ADDITIONAL COMPENSATION**

The parties agree that all employees represented by AFSCME, for the term of the agreement, in accordance with this paragraph shall continue the previously agreed upon 5% salary deduction and shall also receive an additional 1% deduction effective July 1, 2012 for a total deduction of 6%. The parties agree that the salary deduction is necessitated by financial difficulties and the parties anticipate and intend an improved economy will mitigate the need for a salary wage deduction and they will meet and confer in good faith beginning no later than February 2014 regarding the restoration of the 6%. The parties agree that the County shall not impose any further salary reduction/deduction for the term of the agreement.

In exchange for the 6% salary deduction all employees represented by AFSCME will receive 1.846 hours of special accrued leave time (SALT) each pay period in which the 6% 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 48 hours based on a 6% salary deduction for each 80 hours of paid time during 26 pay periods. Additional SALT provisions are in accordance with Attachment C.

The deduction to which the Union herein agreed in Section 31, salaries and compensation, reflects a substantial concession and sacrifice by the Union. In the event the County reaches agreement with Service Employees International Union, the California Nurses Association and/or the County Attorneys' Association that provides for deductions/reductions of less than 6%, the provisions of Section 31 will be adjusted accordingly.

A. Additional Salary Increase/Equity Adjustments

The classification of Librarian III shall receive approximately 5% salary adjustment sufficient to maintain the 10% spread between this classification and that of Librarian II effective the start of the first pay period after July 1, 2007.

B. Retirement Contributions

The provisions of 414H of the Internal Revenue Code will be applied to retirement contributions. (Section 4, Subsection B, Page 5, 2-29-88)

C. Assignment Pay

1. The following classifications shall receive an additional five percent (5%) inpatient compensation when assigned for a full shift to the Stanislaus Recovery Center (Amended May 2007):

Family Service Specialist  
Staff Services Technician  
Administrative Clerk I/II/III

2. Employees in the classification of Supervising Maintenance Engineer/Building Services Supervisor and Maintenance Engineer I/II/III assigned to the Adult or Juvenile Detention Facilities shall be eligible to receive an additional ten percent (10%) custodial facilities assignment pay. This pay shall be prorated on an hourly basis for each full hour of work performed in one of these locked facilities.
3. An employee in the classification of Administrative Clerk I/II/III, Legal Clerk I/II/III/IV, Account Clerk II/III, Administrative Secretary, Stock/Delivery Clerk I/II, Storekeeper I/II, or Supervising Custodial Cook who is assigned to perform work in the Adult or Juvenile Detention Facilities shall be paid, in addition to regular salary, a custodial facility assignment pay of ten percent (10%). The custodial facility assignment pay shall be prorated on a minimum eight (8) hour shift basis.
4. Employees in the classification of Senior Medical Records Clerk when formally and regularly assigned lead/supervisory duties shall be compensated a rate five percent (5%) higher than the salary range assigned this classification for these additional responsibilities.
5. Employees in the classification of Programmer Analyst III shall be paid five percent (5%) additional compensation when assigned to act as projects coordinator, including coordinating the work of other Programmer Analysts III's.
6. Employees in the classification of Data Processor, Senior Data Processor, and Supervising Account/Administrative Clerk II shall receive five percent (5%) additional compensation under assigned dual word processing/data entry and/or computer operation duties.
7. The Sheriff will designate a number of specialized assignments in Records and Identification Division to receive up to an additional 5% Project/Assignment Pay. Such assignment pay shall be approved by the Sheriff based on the unique requirements of the

position to include specialized training and job knowledge required to perform the work. The additional project pay may be reassigned to individuals performing the work based on the needs of the department and skill level of the individual. (Section 9, Page 4, 10-12-01)

8. The Director of Parks will designate a number of specialized assignments to receive Project Pay of up to 5%. These assignments will initially include: Waste Water Treatment Plant Operator Grade 1, Water Treatment Plant Operator, Back-flow Prevention Device Tester, Playground Equipment Safety Inspector and Arborist. (Section 10, Page 5, 10-12-01)
9. Employees in the classification of Medical Investigator who are certified in Phlebotomy shall receive two percent (2) additional pay when required by management to perform phlebotomy duties. (Added May 2007)
10. Employees in the classification of Medical Investigator when assigned to the Jail, Honor Farm, Juvenile Hall, Women's Facility shall be eligible to receive an additional five percent (5%) criminal custodial facilities assignment pay. This pay shall be prorated on an hourly basis for each full hour of work performed in one of these locked criminal facilities.
11. Librarian III's acting as branch leads who are assigned supervisory responsibilities, including evaluations, shall receive five percent (5%) assignment pay when performing in such capacity.(Added May 2007)

D. Supervisory Salary Differential

The County agrees to continue its past practice of maintaining at least ten percent (10%) base salary differential between supervisory classifications assigned to the Mid-management/Supervisory bargaining unit and the classification of the highest paid subordinate. When determining the minimum 10% spread it shall be based upon a comparison of salaries paid at step 5 between the two classifications in question. This differential shall not necessarily apply to the classification of Social Worker IV in the Community Services Agency. (Section 4, Subsection 0, Page 8, 11-3-83, Amended Section 19, Page 7, 10-12-01)

The ten percent (10%) minimum salary differential between a supervisory and subordinate classification may not be maintained when a non-Local #10 represented classification receives a salary adjustment which decreases the ten percent (10%) minimum differential, and the

supervisory classification will receive an already approved increase later which would re-establish the minimum ten percent (10%) differential.

E. Shift Differential

Unless otherwise specified, all employees who are assigned to regularly scheduled shifts during the time periods are specified herein shall be eligible to receive shift differential.

Represented employees assigned to shifts where 50% or more of the scheduled hours fall between 3:00 p.m. and 11:00 p.m. shall receive additional compensation of five percent (5%) for the entire work shift.

Represented employees assigned to work shifts where 50% or more of the scheduled work hours fall between 11:00 p.m. and 7:00 a.m. shall receive additional compensation of seven and one-half percent (7.5%) for the entire work shift.

Eligibility for shift differential is determined by the middle of the scheduled shift, regardless of lunch or break periods. For example:

Shift: 11:00 a.m. – 8:00 p.m. (middle is 3:30 p.m.) Qualifies

Shift: 10:00 a.m. – 7:00 p.m. (middle is 2:30 p.m.) Does not Qualify

F. Salary During Probation Period Release and Voluntary Demotion

The parties agree that the County's salary policy applied to employees dismissed during probationary service from a position to which he or she had been demoted, promoted or transferred, will be clarified as follows. Such an employee's salary shall be returned to the step in the same appropriate salary range as had been held prior to the promotion, demotion or transfer. The employee's salary review date, if applicable, shall be adjusted by the equivalent number of calendar days during which an employee did not hold the classification to which he or she is returning. The provisions of this section shall also apply to the salary of any employee who voluntarily demotes to a new or former classification within one year of appointment to the higher class. (Section 5, Subsection C, Paragraph 2, Page 9, 11-3-83), Amended Section 6, Page 4, October 12, 2001)

G. Salary Administration

Employees shall be eligible for advancement to the second step of their salary range on their anniversary date after one year of continuous services in the first step. Eligibility for advancement to subsequent salary steps will thereafter be based on one year of satisfactory continuous

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

Employees who have requested a reclassification study and have had it denied by their manager or Department Head, may notify the Union if they believe they are working out of class. The Union may then contact the Chief Executive Office to request a review of the employee's classification to assure the employee is not working out of class.

H. Step Advancements

If a County department fails to complete the necessary forms to either approve or deny a step advancement within thirty-one (31) days of the date the individual would be eligible, the increase will be implemented by the Chief Executive Office retroactive to the date the step increase was due. (Section 4, Subsection G, Page 6, 2-29-88)

I. Anniversary Date

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 amount of calendar months. (Section 5, Subsection D, Page 9, 11-3-83) Effective November 6, 2001 vacation accrual while on an unpaid leave of absence will be extended on a day-for-day basis for all unpaid time exceeding 15 calendar days. For example, if an employee was in an unpaid status for 16 days, his or her date for increased vacation accruals would be extended by one day. (Section 11, Page 5, 10-12-01)

J. Salary on Promotion

The County shall guarantee a five percent (5%) salary increase on promotion in accordance with Stanislaus County Code Section 3.24.040. However, an exception to this provision shall be made if the step to which the employee is promoted is six cents (\$0.06) 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. (Section 4, Page 3, 4-12-91)

**32. SEVERABILITY**

It is not the intent of the parties hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction over the subjects of this collective bargaining agreement, and the parties hereto agree that in the event that any provisions of this agreement are finally held or determined to be

illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this agreement. (Section 17, Page 15, 11-3-83)

**33. SICK LEAVE/BEREAVEMENT LEAVE**

**A. Prior Policies**

The parties agree that County sick leave policies in effect immediately prior to the commencement of this agreement shall continue in effect during the course of this agreement. Notwithstanding the above, the parties acknowledge their mutual interest in developing policies and procedures to insure that sick leave benefits are not misused and continue being available as an important fringe benefit. Toward that end, the parties have agreed to work cooperatively on proposals to improve or make more uniform County sick leave policies in the various departments and agree that sick leave policies may be amended during the life of this agreement upon such mutual consent. (Section 4, Subsection F, Page 6, 11-3-83)

**B. Sick Leave Cash Out**

1. Employees who leave County service as a result of death, disability, retirement, or service retirement shall receive cash for up to 600 hours or the individual cap as described in Subsection C below, of accrued, but unused sick leave on the books at the rate of 50% of the salary equivalent for such sick leave.
2. Employees with more than six (6) years of service as a "regular" employee shall receive cash for up to 600 hours, or the individual cap, as described in Subsection C below, of accrued, but unused sick leave on the books at the rate of 25% of the salary equivalent of such sick leave upon terminating County service for any reason other than retirement as described above.
3. Employees in a "regular" employment status for six years or less who terminate County service for all other reasons, including but not limited to deferred retirement, resignation and discharge, are not eligible to receive any cash out of unused sick leave. (Section 26, Page 8, 4-25-89)
4. Employees with one year or more of service, as provided by the Stanislaus County Code, who are laid off due to a reduction-in-force action as provided by the County Reduction-in-Force Policy shall be eligible for the twenty-five



percent (25%) sick leave cash out up to 600 hours or the individual cap as described below. Further, the section should be amended to provide that any employee, regardless of the length of service who is discharged from County service for cause, shall not be eligible for any cash out of accrued but unused sick leave. (Section 10, Page 6, 4-12-91)

C. Cash Out Cap

The maximum amount of sick leave that shall be applied toward the cash out provisions as provided for herein shall be 600 hours. For example, if an employee retires from County service, he or she would be cashed out for 50% of 600 hours, i.e. 300 hours. An employee will continue to accrue sick leave above the 600 hours, and may use this sick leave in accordance with County policy, but will only be able to cash out the allowable maximum.

Any employee who has accrued time in excess of 600 hours, upon leaving County service, may cash out the amount of time accrued as of the pay period ending January 6, 1995, or the end of the last pay period in October, 1994, whichever is greater, consistent with County and applicable MOU provisions. The total sick leave accrual as determined above 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 had 1,000 hours on the date the cash out maximum took effect, he or she would be cashed out for 50% of 1000 hours, i.e. 500 hours upon retirement. Any time accrued and in excess of this individual cap will not be subject to cash out.

The purpose of this provision is to place a ceiling on the County's cash out liability for sick leave while maintaining unlimited accrual of sick leave for catastrophic illness. (Section 11, Page 3, October 11, 1994)

D. Sick Leave Occurrence

Doctor and dental visits not associated with time off because of illness will not be counted as an "occurrence" in tabulating the number of "occurrences" necessary to activate the mandatory provision of doctor's excuses in county departments. However, employees are encouraged to make every effort to schedule routine, non-emergency medical appointments at times other than during work hours. (Section 8, Subsection B, Page 10, 2-29-88)

E. Use of Accumulated Time

Employees covered by this memorandum shall be allowed to use accumulated compensatory time off, vacation or holiday time whenever accumulated sick leave time is not adequate to cover medical absences. Use of accumulated time shall not be unreasonably denied by the Department Head. (Section 8, Subsection C, Page 10, 2-29-88; Revised Section 14, Page 5, 5-25-93)

F. Bereavement Leave

The County agrees that great grandparents and great grandchildren shall be included in the definition of immediate family members for bereavement leave purposes. Stanislaus County Code Section 3.40.010 covers bereavement leave, and "other immediate family members", as contained in that section, normally means: father, mother, husband, wife, son, daughter, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law; however, for reasons held to be sufficient by the employee's Department Head and approved by the Director of Personnel, this definition may be expanded to include other persons with whom the employee had enjoyed a parent or family-like relationship. (Section 11, Page 6, 4-12-91)

G. Providing Doctor's Verification of Illness

Stanislaus County Code Section 3.40.020, "Certification Required" provides that: "An employee shall furnish a certificate issued by a licensed physician or other satisfactory proof of illness upon the request of the Department Head concerned." Should a Department Head or his or her designee determine that a doctor's excuse will be required, the employee will be notified of the requirement in advance of his or her return to work. The employee shall not be asked after the fact to submit a doctor's excuse upon his or her return to work. Notwithstanding the above, an employee who has certified on a certificate of illness form that he or she was seen by a physician, may be required to provide a certificate issued by a licensed physician or other satisfactory proof if a Department Head or his or her designee reasonably believes the employee did not see a physician. (Section 15, Page 5, 5-25-93)

H. Calling in to Report Absences

Employees who have submitted a doctor's verification of illness which specifies the days an employee cannot work, or specifies the date the employee may return to work, and the verification has been accepted by the department and the employee has been informed that the leave has

been approved, shall not be required to call his/her employer each day to report his or her absence. (Section 16, Page 6, 5-25-93)

I. Phone Calls to Ill Employees

Supervisors shall refrain from calling employees at home when the employee has properly followed the Department's procedure for reporting absences due to illnesses or injury. The supervisor shall only call an ill employee if the supervisor has a legitimate reason to doubt the reason for the absence or to clarify the employee's return date.

The practice is not intended to preclude a supervisor from calling an ill employee to determine if the employee, who may be on an extended absence, is able to return to a modified "light duty" assignment. This practice shall also not preclude occasional calls to employees at home regarding matters directly related to the employee's work.

J. Conversion of Sick Leave Cash Out Benefits to Health Insurance Upon Retirement

If the County establishes a program which allows for the conversion of sick leave cashout benefits to cover the cost of health premiums upon retirement, that program will be made available to all employees covered by this agreement. This program must meet the criteria of the Auditor-Controller for tax purposes. (Section 13, Page 4, 10-13-94)

K. Sick Leave Incentive Program

The County agree to meet and confer upon union request during the term of the agreement to discuss proposals for the conversion of sick leave to vacation leave or to discuss proposals for a sick leave incentive program. (Added May 2007)

**34. UNIFORM**

A. Safety Shoe Program

The County agrees to continue the existing safety shoe program as established by the County Safety Committee. The program provides for reimbursement up to \$180.00 annually for employees who are required to wear protective safety shoes. Any increases in the annual reimbursement amount approved by the County Safety Committee will also be provided to AFSCME represented bargaining units. The County agrees to meet and confer upon the union's request during the term of the current agreement to discuss the annual reimbursement rate. (Added May 2007, Revised March 2012)

B. Custodial Cooks

The parties agree that the uniform allowance for Custodial Cooks and Supervising Custodial Cooks in the Sheriff's Department Custodial Facilities shall be two hundred seventy five dollars (\$275.00) per year, prorated on a monthly basis. (Section 4, Subsection K, Page 7, 11-3-83, amended by Section 30, Subsection A, Page 9, 4-25-89, amended by Section 9, Subsection A, Page 9, 4-12-91)

C. Park Supervisor/Park Maintenance Worker Shirts

The County will provide two shirts to each Park Maintenance Worker I/II/III and Park Supervisor in each fiscal year. (Section 30, Subsection B, Page 9, 4-25-89)

D. Crime Analyst Technicians/Field Services

Effective the first of the month after Board approval of the agreement, the parties agree that the classification of Crime Analyst Technician/Field Services will receive a uniform allowance in the amount of five hundred forty dollars (\$540.00) yearly. This amount will be prorated for the first year. Following the first year the allowance will be paid at forty-five dollars (\$45.00) per month. New Crime Analyst Technicians/Field Services, who have not been promoted from the position of Community Services Officer, will receive an additional one-time allowance of two hundred dollars (\$200.00), upon appointment. In the future, should the Sheriff require Crime Analysis Technicians/Field Services to wear regular dress uniforms, the amount of the uniform allowance shall increase to seven hundred eighty dollars (\$780.00) yearly and will be paid at sixty five dollars (\$65.00) per month.

E. Animal Services Operations Supervisor

Effective July 1, 2001, the County shall provide a voucher uniform allowance, in lieu of cash payment, in the amount of \$780 annually for the classification of Animal Services Operations Supervisor. Newly hired employees in the classification shall receive an additional allowance of \$200.00. In addition, current employees shall receive a one-time \$200.00 voucher credit in recognition of the uniform change. Voucher credits shall not accrue from year to year. If during the transition year, uniform allowance was paid directly to the employee, the amount paid shall be subtracted from the voucher amount. (Section 4, Subsection B, Page 3, 10-12-01)

F. Deputy Zoning Enforcement Officer (Graffiti Abatement)

The Probation Department shall continue to provide required uniforms for the Deputy Zoning Enforcement Officer assigned to the Graffiti Abatement program.

G. Prescription Safety Glasses

All AFSCME represented bargaining units that wear prescription glasses and are required to wear safety glasses while on the job will be reimbursed for the purchase of prescription safety glasses. Reimbursement will not exceed one hundred twenty dollars (\$120.00) for single or double correction.

35. VACATION/HOLIDAYS

A. Vacation and Optional Holiday Time

Any optional holiday time on the books for an employee as of December 31, 1983, will not be lost to the employee. Rather, such accrued holiday time may be taken as time off, cashed out with the approval of the employee, the Department Head and the County Auditor-Controller, or "frozen" and left on the books to be cashed out upon the employee's termination. (Section 13, Subsection A, Page 13, 11-3-83)

Eight (8) hours of vacation credit for holidays will be given during the bi-weekly period in which the holiday occurs. The exceptions to this are:

1. New hires or employees who return from leave of absence will receive vacation credit for a holiday if the first day worked is on or before the holiday.
2. Terminated or discharged employees, or those beginning an unpaid leave of absence, will accrue vacation credit for a holiday if the last day for which pay is received falls after the holiday, or if the last day worked falls on the holiday.
3. Employees on disciplinary suspension without pay will not receive vacation credit for a holiday occurring during the period without pay.
4. Employees taking time off without pay will not accrue the holiday if they are on an unpaid status during the major portion of the pay period.

Employees who work on a holiday will receive equivalent vacation time credit. Equivalent vacation time credit will also apply when a holiday falls

on a Saturday for those working Monday through Friday schedules. (Section 13, Subsection D, Page 13, 11-3-83)

Employees with less than six months of service in a regular position, who work on a designated holiday may be able to use the accrued vacation time earned for work on the holiday, subject to Department Head approval. (Section 3, Subsection B, Page 1, 3-14-86)

B. Vacation Accumulation Rate

The parties agree that vacation hours shall accrue each pay period, in accordance with County Code provisions as follows:

- 3.08 hours - first 2 years (2 weeks per year)
  - 4.62 hours - 3 years through 10 years (3 weeks per year)
  - 6.16 hours - 11 years through 20 years (4 weeks per year)
  - 7.70 hours - 21 years and above (5 weeks per year)
- (Section 12, Page 4, 10-11-94)

In addition to the above accruals, the parties agree that employees shall accrue .62 hours per pay period due to the conversion of the annual sixteen (16) hours "special vacation" time.

Effective November 6, 2001, vacation accumulation rates will be modified for employees who are on an unpaid leave of absence. The modification will provide that employee vacation accumulation rates upon return to duty from an unpaid leave of absence will be extended on a day-for-day basis for all unpaid time exceeding fifteen (15) calendar days. For example, if an employee was in an unpaid status for sixteen (16) days, his or her date for increased vacation accruals would be extended by one day.

C. Vacation Accumulation Maximum

Employees will not be allowed to accrue more than four hundred fifty (450) hours of vacation time. Employees shall be notified of vacation accrual balances through the employee's paycheck advice notice. Employees are encouraged to request vacation upon nearing the vacation accumulation maximum of four hundred fifty (450) hours. Management will make a good faith effort to approve the requests. If the employee does make a good faith effort to request vacation time and the request is denied or cancelled for employees close to the maximum by the department, up to eighty hours of vacation time may be cashed out. It is understood that employees may have to request vacation time outside of high use times, i.e. holiday seasons and summer months.

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 four hundred fifty (450) hour maximum and continue until the maximum is reached again.

It is the policy of the County that employees take 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. However, in no event shall an employee accrue any vacation time above the 450 hour maximum. (Amended Section 12, Page 4, 10-11-94)

D. Request for Vacation Use

The Department Head or his/her designee shall approve or deny written requests for vacation as soon as possible, but not later than 15 calendar days after receipt of the request. Requests for vacation shall not be unreasonably denied. Department heads or their designee may elect to change vacation time to sick leave upon the request of the employee, if the employee was sick during a pre-approved vacation. (Section 7, Subsection B, Page 4, 4-12-91, Amended Section 11, Page 5, 10-12-01)

E. Limited Cash Conversion of Vacation

Employees with 100 or more hours of accrued vacation on the records may request conversion into cash payment of up to 40 hours of accrued vacation once in a fiscal year. Employees with 200 or more hours of accrued vacation on the records may request conversion into cash payment of up to 60 hours of accrued vacation once in a fiscal year. Such conversions will be granted upon approval of the Department Head in consideration of the department's budget constraints and the Auditor-Controller. The vacation conversion request shall not be unreasonably denied. The fiscal year is defined as July 1, through June 30th of the following year. (Section 11, Subsection C, Page 5, 4-25-89 as amended by Section 7, Subsection C, Page 4, 4-12-91)

F. Custodial Cook Vacation Cash Out Upon Termination/Retirement

Custodial Facility assignment pay shall be included in the final vacation cash out for employees in the classification of Custodial Cook and Supervising Custodial Cook. This cash out provision shall not apply to employees who are released from probationary status or discharged for cause. (Section 7, Subsection F, Page 5, 4-12-91)

G. Holidays Declared by the President and Governor

The parties agree that only the immediate days of mourning or a holiday declared by the President of the United States and the Governor of California will be considered County holidays in addition to the specific list of holidays already present in the County Code. (Section 4, Subsection M, Page 8, 11-3-83)

H. Office Worker/Clerical, Mid-management/Supervisory, Crafts Maintenance /Institutional Units Holiday Pay

Employees working on January 1, New Year's Day, Memorial Day, Independence Day-July 4, Labor Day, Thanksgiving Day, the four (4) hour Christmas Eve holiday, and Christmas Day (December 25) as outlined in the County code will receive compensation for such work at the rate of time and one half pursuant to the overtime payment policies of the County in the affected departments. (Section 7, Subsection D, Page 4 & 5, 4-12-91)

I. Technical Services Unit Holiday Pay

Work performed on all designated County holidays (including call-back when such work is required by the County) shall be compensated for members of the Technical Services Bargaining Unit, at the rate of time and one-half. (Section 14, Subsection D, Page 14, 11-3-83 and Section 11, Subsection B, Paragraph 2, Page 11, 11-3-83)

J. Holiday-County Code

Dates Observed:

- January 1, New Year's Day
- The third Monday in January, Martin Luther King Day
- The third Monday in February, Washington's Birthday
- The last Monday in May, Memorial Day
- July 4, Independence Day
- The first Monday in September, Labor Day
- November 11, Veterans Day
- November \_\_\_\_\_ (the 4<sup>th</sup> Thursday of the Month designated as Thanksgiving)
- The day after Thanksgiving Day
- December 24, Christmas Eve, four (4) hours when Christmas Eve falls on any day of the week except Saturday or Sunday. Employees required to work full shifts, including Saturday and Sunday, on Christmas Eve shall be credited with four hours vacation time.
- Dec 25, Christmas Day



- Every Monday following a Sunday which falls on January 1, July 4, November 11 or December 25. (Section 7, Subsection E, Page 5, 4-12-91)
- Every Friday preceding a Saturday which falls on January 1, July 4, or November 11.

**36. WELFARE REFORM ACT**

The County agrees to abide by the regulations in Welfare and Institutions Code Section 11320 et seq., or any applicable Federal or State laws/regulations, relating to employment protections for current workers, when implementing its employment or training program positions pursuant to the mandates of the Welfare Reform Act.

**37. WORK SCHEDULE**

**A. Alternate Work Schedules**

In keeping with the County's mission of providing service to internal and external customers, each department has the authority to examine, on a case-by-case basis, the implementation of alternate work schedules.

**B. Public Works**

Employees in the Department of Public Works assigned to a work schedule involving a four (4) day, ten (10) hour per day work schedule (Monday through Thursday) agree that this schedule may be amended from time to time by the Director of Public Works to a Tuesday through Friday work schedule upon a minimum of seven (7) calendar days advance notice from the Director. The intent of this subsection is to provide the County with the staff resources to complete particular projects in an expeditious manner in a situation where a project is close to completion. (Section 12, Page 3, 3-14-86)

**C. Shift Assignments/Rotation**

The County agrees to meet and confer with the union on the creation of new policies for shift assignment/rotation. Upon request of the union, the County agrees to meet and confer with the union on existing policies regarding shift assignment/rotation. (Amended May 2007)

**38. WORKERS' COMPENSATION**

A. Supplement Temporary Disability Benefits with Leave Time

The parties agree that employees receiving temporary disability payments will have the option to request that those payments be supplemented by charges against any holiday, vacation, or compensatory time off hours which the employee has accrued up to a level that will provide the employee with compensation not exceeding the employee's base salary. (Section 8, Page 10, 11-3-83)

B. Release Time for Doctor's Appointments

Employees who are at work shall be granted release time when they are directed by the county to attend a medical appointment during the employees regularly schedule work time. No overtime liability shall be incurred by the County if the appointment extends beyond the employee's normal work hours. The employee must notify his or her immediate supervisor of the appointment. (Section 17, Page 6, 5-25-93)

**39. FULL UNDERSTANDING**

It is understood by the parties that these provisions fully set forth the agreement of the parties in the matter of wages, hours, terms and conditions of employment as herein specified. Parties agree that these understandings may be amended by subsequent agreement of the parties. (Section 18, Page 16, 11-3-83)

**Attachment A**  
**Bargaining Unit Classifications as of August 28, 2012**

<b>Union Code</b>	<b>Classification</b>	<b>Job Code</b>
5	Accountant I	001000
5	Accountant II	079800
5	Accountant III	085000
5	Accounting Supv	001200
5	Aging Program Spec	002500
5	Animal Svc Oper Supv	001800
5	Assoc Civil Eng/Assoc Surveyor	008800
5	Assoc Planner	009000
5	Asst Engineer/Surveyor	004000
5	Building Serv Supv	085950
5	Buyer	014600
5	Cadastral Supervisor	086900
5	Child Support Supervisor	037200
5	Clerical Division Supv	025200
5	Communicable Disease Spec	025900
5	Dir Of Volunteer Serv	034700
5	Family Services Supervisor	052900
5	Heavy Equip Mntc Supv	041600
5	Landfill Lead Worker	091300
5	Lead Equip Mechanic	095000
5	Librarian III	054700
5	Med Records Coordinator	061900
5	Med Records Spec	061800
5	Park Supv	071500
5	Plan Check Engineer	099000
5	Road Supv	078700
5	Social Worker Supv I	082800
5	Social Worker Supv II	082900
5	Special Investigator III	089400
5	Sr Application Specialist	009900
5	Sr Appraiser	080000
5	Sr Auditor-Appraiser	099900
5	Sr Buyer	084600
5	Sr Collector	083200
5	Sr Custodian	084400
5	Sr Engineering/Surveying Tech	080500
5	Sr Env Health Spec	080700

5		Sr Hazard Material Spec	081100
5		Sr Resource Management Spec	079400
5		Sr Road Mntc Worker	082200
5		Sr Software Developer/Analyst	009800
5		Sr Systems Engineer	009700
5		Staff Serv Analyst	083600
5		Staff Serv Coordinator	099100
5		Storekeeper II	084500
5		Supv Acct Admin Clerk I	085300
5		Supv Acct Admin Clerk II	085400
5		Supv Appraiser	085100
5		Supv Auditor Appraiser	074800
5		Supv Custodial Cook	038400
5		Supv Janitor	085700
5		Supv Legal Clerk I	082600
5		Supv Legal Clerk II	083100
5		Supv Mntc Engineer	085900
5		Supv Public Administrator	086600
5		Supv Radiologic Tech	086200
5		Victim Services Program Coord	089900
8		Account Clerk II	000600
8		Account Clerk III	000700
8		Accounting Tech	001100
8		Admin Clerk I	024800
8		Admin Clerk II	088100
8		Admin Clerk III	088200
8		Admin Secretary	084300
8		Emer Serv Tech	036200
8		Legal Clerk I	016200
8		Legal Clerk II	088300
8		Legal Clerk III	016300
8		Legal Clerk IV	016400
8		Med Records Clerk	061500
8		Stock/Delivery Clerk I	035100
8		Stock/Delivery Clerk II	098600
8		Storekeeper I	084700
9		Asst Cook I	038500
9		Asst Cook II	038300
9		Custodial Cook	028800
9		Equipment Mechanic	036700
9		Equipment Serv Tech	036800

9		Heavy Equip Mechanic	042500
9		Housekeeper/Custodian	043500
9		Lab Helper	051000
9		Landfill Equip Oper I	094900
9		Landfill Equip Oper II	094800
9		Landfill Equip Oper III	094700
9		Maintenance Engineer I	084000
9		Maintenance Engineer II	057500
9		Maintenance Engineer III	057600
9		Maintenance Mechanic	057800
9		Multilith Operator	065000
9		Park Aide	070500
9		Park Mntc Worker I	072000
9		Park Mntc Worker II	072100
9		Park Mntc Worker III	072200
9		Road Mntc Worker I	078800
9		Road Mntc Worker II	078900
9		Road Mntc Worker III	079000
9		Sr Multilith Operator	080900
B		Ag/Weights & Meas Insp I	002100
B		Ag/Weights & Meas Insp II	079900
B		Ag/Weights&Meas Insp III	087200
B		Agricultural Assistant I	000800
B		Agricultural Assistant II	000900
B		Application Specialist I	009912
B		Application Specialist II	009911
B		Application Specialist III	009910
B		Appraiser I	002900
B		Appraiser II	003000
B		Appraiser III	093400
B		Appraiser Tech	002800
B		Asst Planner	007200
B		Auditor-Appraiser I	099400
B		Auditor-Appraiser II	099300
B		Auditor-Appraiser III	099800
B		Building Inspector I	014100
B		Building Inspector II	014000
B		Building Inspector III	014200
B		Cadastral Technician I	091900
B		Cadastral Technician II	092000
B		Clinical Lab Asst I	024100

B		Clinical Lab Asst II	024300
B		Crime Analyst	026700
B		Crime Analyst Tech	026600
B		Deputy Public Guardian I	010700
B		Deputy Public Guardian II	032100
B		Deputy Zoning Enf Offcr	032700
B		Eligibility Worker III	036100
B		Engineering Aid I	036300
B		Engineering Aid II	036400
B		Engineering Technician	036500
B		Env Health Spec I	037700
B		Env Health Spec II	037600
B		Env Health Spec III	037500
B		Env Tech	037300
B		Family Services Specialist I	052500
B		Family Services Specialist II	052600
B		Family Services Specialist III	052700
B		Family Services Specialist IV	052800
B		Fire Prevention Specialist I	053600
B		Fire Prevention Specialist II	053700
B		Fire Prevention Specialist III	053800
B		Fraud Tech	038900
B		Hazard Material Spec I	040400
B		Hazard Material Spec II	040300
B		Hazard Material Spec III	040200
B		Interviewer I	091000
B		Interviewer II	091100
B		LVN I	056500
B		LVN II	056600
B		LVN III	056700
B		Med Investigator	060500
B		Milk & Dairy Inspector I	064400
B		Milk & Dairy Inspector II	064500
B		Milk Tech	064700
B		Nursing Asst	067100
B		Orthopedic Asst	069500
B		Paralegal I	070100
B		Paralegal II	070200
B		Paralegal III	070300
B		Pharmacy Tech	013200
B		Physical Therapy Asst	074700

B		Resource Mgt Spec I		078300
B		Resource Mgt Spec II		078500
B		Resource Mgt Spec III		078600
B		Right Of Way Agent		078400
B		Software Developer I		009812
B		Software Developer II		009811
B		Software Developer/Analyst III		009810
B		Staff Serv Tech		083700
B		Systems Engineer I		009711
B		Systems Engineer II		009710
B		Systems Technician I		009713
B		Systems Technician II		009712
B		Therapist Aid		087700
B		Zoning Enf Offcr		089700

## Attachment B

### TENTATIVE AGREEMENT September 22, 2011

**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 Probation Correction Officers' Association  
Stanislaus Sworn Deputies Association**

This agreement shall remain in full force and effect for the period of January 1, 2012 through December 31, 2014 unless extended by mutual agreement of the parties.

#### **Medical Insurance**

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

##### High Deductible Health Plans (HDHP) with Health Savings Accounts

- Stanislaus Partners in Health HDHP
- Anthem Blue Cross HDHP
- Kaiser HDHP

##### Exclusive Provider Organization (EPO) Plans

- Stanislaus Partners in Health EPO
- Anthem Blue Cross EPO
- Kaiser EPO

For employees enrolled in an EPO plan, the County shall contribute an amount equal to 80% of the lowest cost EPO plan at each level of coverage.

For employees enrolled in a High Deductible Health Plan, the County shall contribute an amount equal to 95% of the lowest cost HDHP at each level of coverage. The County will also fund individual HSA accounts in the following amounts:

Employee only - \$1,200 annually

Employee +1 - \$2,000 annually

Family - \$2,000 annually

HSA account contributions will be made twice per month, for a total of 24 equal installments each year. The County will fund 6-months of the HSA account contribution in January of each



year for any employee in an HSA plan. The County would make no other contributions until July of each year and then would fund the remaining annual account contribution through 12 equal installments over the last six months of the calendar year. Employees are responsible for paying any account related fees on their individual Health Savings Account (up to \$3.25 monthly as of January 2012).

Employees enrolled in HDHP plan options will be subject to minimum deductible payments for each calendar year. Please refer to the specific plan documents to confirm minimum deductibles and co-payments for each plan option.

Health insurance co-pays for employees enrolled in EPO plan options will be as follows:

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

The parties recognize that health insurance providers may institute benefit changes that are not within the control of the County. This provision does not apply to the Stanislaus Partners in Health medical plan.

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 plan. The County shall pay 80% of the premium cost at each level of dental coverage (Employee only, Employee +1 and Family).

The County will provide vision coverage through the VSP Choice Plan. The County shall pay 80% 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.

**Impacts of Healthcare Reform**

The parties recognize the implementation of additional healthcare reform regulations in 2014 may present financial and operational consequences to the County. The County reserves the right to reopen the meet and confer process for all provisions of this agreement for calendar year 2014 based on the financial and operational impacts of healthcare reform regulations.

## 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. Employee Benefits Committee consisting of one employee and/or the designated labor representative per bargaining unit will meet semi-annually to evaluate the financial performance of the self insured medical plans and recommended rate adjustments. The parties agree to conduct meetings on a quarterly basis for the first year during the implementation of the new self-funded medical plans in 2012. The County maintains all plan fiduciary responsibilities, including setting annual rate adjustments based on actuarial review and analysis.
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. 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 (such as the "6/3" work schedule). Unpaid suspension time as a result of employee disciplinary actions will not count against an employee in determining health insurance eligibility.

- Employee benefit eligibility will be evaluated on a quarterly basis.
  - If an employee's hours fall below 80 hours in three consecutive pay periods within a quarter, the employee will be provided a letter of warning for the first quarter.
  - If the employee's hours fall below 80 hours in three consecutive pay periods the following quarter, the employee's contributions will be adjusted based on the employee's quarterly average. The effective date of the adjustment will be the first pay period of the following quarter.
  - Benefits will be restored to 100% effective the first pay period of the following quarter in which the employee is paid an average of 80 hours in the quarter.
- 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. Other than the provisions contained herein, 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.

**Attachment C**  
**Special Accrued Leave Time Provisions**

1. All employees receiving a 6% salary deduction will receive 1.846 hours of special accrued leave time each pay period in which the 6% 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 48 hours based on a 6% salary deduction 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.
2. Special accrued leave time will be tied to the salary deduction. With each 1% increase in salary approved by the Board of Supervisors, the number of SALT hours earned will be reduced by eight hours annually. The expiration date for any accrued time still on the books will be established with the future elimination of special accrued leave time. 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 40 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 from 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.
3. 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 of each Fiscal Year for the entire Fiscal year. 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. When possible departments may allow employees to utilize special accrued leave time to flex their schedule to allow for a shorter day or workweek.

4. 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 will not expire (unless negotiated in the future per paragraph 5), does not have a vested cash value and may not be cashed out during employment or at the time of termination. Employees will not be able to accrue more than 96 hours of special accrued leave time. Employees who reach 96 hours of

accumulation shall not accrue any additional special accrued leave time although the deduction will remain in place.

5. Special accrued leave time will be tied to the salary deduction for negotiation purposes for the term of the agreement and will be reduced as salaries are increased and then eliminated as salaries are restored in full. The expiration date for any accrued time still on the books will be established with the future elimination of special accrued leave time.
6. Employees retiring from County service will be exempted from 6% salary deductions for a one year period prior to their identified date of retirement. In order to receive this exemption, retiring employees will need to sign an irrevocable notice of their retirement/resignation from County service on forms provided by the County. Employees may request Department Head approval to extend their planned retirement/resignation date, however, any approved extension of their planned retirement/resignation date will require an adjustment of salary deductions and special accrued leave time to ensure that the employee is not exempted from the salary deductions for a period greater than 12 months. Employees must be eligible for a regular service retirement in order to receive this exemption.
7. Implementation of the 6% salary deduction will not impact an employee's existing leave time accrual benefits (sick leave, vacation, etc.), retirement service credit or health insurance benefits.

## ATTACHMENT D

### **Enhanced Retirement Benefit Agreement between Stanislaus County and All Employee Organizations February 12, 2002**

**California Nurses Association (CNA)  
County Attorneys Association (CAA)  
Operating Engineers Local 3 representing the District Attorney Investigators  
Association,  
The Emergency Dispatchers Association, and  
The Deputy Probation Officers Association  
Service Employees International Union Local 535 (SEIU)  
Stanislaus County Deputy Sheriffs Association (SCDSA)  
Stanislaus County Employees Association AFSCME/Local 10 (SCEA)  
Stanislaus County Sheriff Supervisors Association (SCSSA)**

1. Effective Date

The terms of this Agreement and the enhanced retirement benefits shall be effective the first full pay period beginning on March 9, 2002.

All references to the March 9, 2002 date shall be March 10, 2002 for those Departments on a Sunday-to-Saturday payroll calendar.

2. Retirement Benefits

Pursuant to the respective MOU with each employee organization, the County shall provide enhanced retirement benefits defined as follows:

Safety: The formula outlined in Govt. Code Section 31664.1, commonly known as 3% at 50.

General: The formula outlined in Govt. Code Section 31676.14, commonly known as 2% at 55.

3. Eligibility

The parties agree that only regular, full-time, current, active employees of Stanislaus County on or after March 9, 2002 (March 10, 2002 for those Departments on a Sunday-to-Saturday payroll calendar), and who are members of the Stanislaus County Employees' Retirement Association (StanCERA) are eligible for the enhanced benefits.

The earliest date an employee/member can retire is March 10, 2002 (March 11, 2002 for those Departments on a Sunday-to-Saturday payroll calendar).

The enhanced benefits shall not apply to retirees or deferred members who were retired or deferred prior to the effective date of this Agreement.

4. New Tiers

To implement the enhanced benefits, there will be two (2) new tiers as follows:

Current Tier	New Tier
1	4
2	5
3	Remains 3

These new tiers will have both the general and safety designations.

All eligible employees/members shall be automatically moved to the respective new tier. The employee/member may opt-out of the new tier by notifying StanCERA in writing of their desire to remain in the old tier. The employee/member shall request and complete an opt-out election form available from StanCERA, indicating their desire to remain in the old tier. The employees/members shall have 90 days to opt-out of the new tiers. All completed election forms must be received in the StanCERA Office by close of business on June 10, 2002, at which point no changes can be made and the original terms of the StanCERA lifetime election shall remain in full force and effect. StanCERA may, at its option, require any employee/member choosing to opt-out, make an appointment and be personally counseled. Any employee/member electing to opt-out of the new tier will have any excess contributions withheld from their check refunded and any shortage of contributions deducted from their payroll check.

Tiers I, II, III, and IV shall be closed to new hires on or after March 9, 2002. The default tier for new hires shall be Tier V.

5. Tier III Provisions

The parties agree that current Tier III employees/members remain in Tier III as outlined in section 4 "New Tiers" above. Current Tier III employees/members shall also be given a 90-day opt-in period to elect to move into the new Tier V. The employee/member shall request and complete an opt-in election form from StanCERA indicating the desire to move to Tier V. This opt-in election shall be effective the start of the first full pay period after the election date. The employees/members shall have 90 days to make this election. All completed election forms must be received in the StanCERA Office by close of business on June 10, 2002, at which point no changes can be made and the original terms of the StanCERA lifetime election shall remain in full force and effect.

Tier III employees/members electing to opt-in to Tier V shall have prospective Tier V membership and benefits effective March 9, 2002 or the start of the first full pay period after the election date, if later, with a "blended" service benefit of their Tier III service and their Tier V

service from March 9, 2002 forward. Tier III employees/members who opt-in will retain their current Tier III age at entrance in StanCERA.

Once a member of Tier V, the employee/member can choose to buy back their old Tier III service, pursuant to the StanCERA buy-back rules. Because Tier III is a non-contributory plan, the employee/member has not made contributions and is responsible for the employee/member contributions that would have been paid by the employee/member, plus interest.

#### 6. Second Election Period

In addition to the election periods as defined in Section 4 “New Tiers” and Section 5 “Tier III Provisions”, employees/members shall be extended a second 90-day opt-in election period as designated by the Board of Supervisors within five (5) years, under the same conditions.

This second election period shall only apply to regular, full-time, current, active employees of Stanislaus County on the date designated by the Board of Supervisors for this second election period.

After this second election period, the original terms of the StanCERA lifetime election shall remain in full force and effect.

#### 7. Deferred Members Who Are Rehired

The parties agree that should a deferred member return to Stanislaus County service, the following provisions shall apply:

The deferred member shall be considered a “new hire” and be placed into the default Tier 5 effective with the first day of employment.

The deferred member must complete two (2) full years (4,160 hours) of service before their past service credit converts to the new tier.

#### 8. Former Employees Who Cashed-Out of StanCERA Who are Rehired

The parties agree that should a prior member of StanCERA who was refunded their contributions (cashed-out) returns to Stanislaus County Employment, the following provisions shall apply:

Former Tier I or Tier II members shall NOT have a 90-day opt-out period and shall be treated as a newly hired employee, with the Tier V default. A former Tier III member shall, by default, be placed into Tier V.

A former member may redeposit withdrawn contributions pursuant to StanCERA’s buy-back/redeposit rules. Re-deposited contributions will remain at the original tier until the employee/member has completed two (2) full years (4,160 hours) of service in which time they shall convert to the new tier. For example, a person was previously a Tier I employee/member who terminated Stanislaus County employment and withdrew their accumulated contributions.



This person is now rehired and will become a member of Tier V pursuant to Section 4. The employee/member re-deposits their Tier I contributions and after completing two (2) full years of service, the re-deposited contributions will now be upgraded to the higher benefit level.

9. Disability Provisions

The parties understand and agree that current Tier III members do not have any disability retirement benefits, unless they were a former Tier I or 2 member who cashed-out to Tier III during the window period of 180 days, beginning on January 28, 1986 or were hired into Tier III prior to January 4, 1988.

The parties further agree that should a Tier III member opt-in to a Tier V as outlined in Section 4 "New Tiers", their opt-in date becomes their official entrance date for disability benefits. For example, an employee/member who is Tier III opts-in to Tier V on March 9, 2002. They are eligible for StanCERA disability retirement benefits for a service connected disabling event, which occurs on or after March 9, 2002, or a non-service-connected disabling event after completing five (5) years of service (March 9, 2007). They shall not be eligible for StanCERA disability retirement benefits or service credit for a service connected disabling event before March 9, 2002. If the employee/member buys back all of their past service credit, and the service-related disabling event occurred during this past service credit period, the employee/member would be eligible for StanCERA disability retirement benefits upon completion of the buy-back. If the employee/member buys back all of their past service credit, they would become eligible for StanCERA non-service disability retirement benefits once they have a total of five (5) years of service credit, including current and time bought back.

10. Election to Convert Prior Service Credit to New Tier

Any deferred member may elect to convert his/her past service credit from any tier to Tier V service by paying the full difference in the actuarial cost of the service, including both employee and employer costs. Any member electing to pay the cost of enhancing their prior service credit, who later becomes eligible to have that service credit converted to the enhanced benefit level will NOT be eligible for any refund when the service credit would otherwise become eligible for conversion to a higher benefit level.

For example, a deferred Tier I member wishes to have available the enhanced benefit level. That Tier I member may pay the difference in actuarial cost of between Tier I and the enhanced Tier IV/V benefit. If that person was later rehired, or was previously rehired but had less than the required two (2) years of service for that benefit to automatically convert, the past service credit would be at the Tier IV/V level. At no time would the member be refunded the cost difference unless they terminated StanCERA membership and withdrew all of their contributions.

This section would also apply to a member who withdrew their funds and terminated StanCERA membership and was rehired by Stanislaus County and became eligible to redeposit their withdrawn contributions.

11. Final Compensation

The parties agree that the benefits in Tier V shall be calculated based on one- year final compensation. The parties recognize and agree that in some of the individual MOUs, this is referred to as “single highest year”. These two terms are interchangeable, and in all cases the definition of Final compensation as outlined in Govt. Code Section 31462.1 controls.

12. Retirement Funding

The parties understand and agree that the unfunded accrued actuarial liability (UAAL) for the enhanced retirement benefits is being funded through StanCERA reserve accounts of approximately \$50 million. This includes any reserves that were previously designated for negotiations and legal contingencies. These reserves have been provided for this purpose through an agreement between the County and StanCERA.

13. Full Understanding

The parties understand that these provisions fully set forth the Agreement of the parties in matters of retirement benefits as herein specified.

14. 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 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.

15. Grievance Provision

The parties agree that all disputes regarding this Agreement shall be controlled by StanCERA and the 1937 Retirement Act, as amended. Pursuant to Government Code Section 31520, StanCERA has final authority in the interpretation of retirement matters.

16. Coordination with Current Memoranda of Understanding Between the County and the Respective Employee Unions

The parties agree that nothing in this Agreement shall abridge or diminish any rights of either party established under the respective Memoranda of Understanding between the County and the respective employee unions. Where there is a conflict between the individual MOU and this Agreement, the terms of this Agreement shall prevail.