

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-3b

Urgent

Routine

prk

AGENDA DATE November 25, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of the Labor Agreement Between the County of Stanislaus and the Stanislaus County District Attorney Investigators' Association (SCDAIA) Representing the District Attorney Investigators Bargaining Unit

STAFF RECOMMENDATIONS:

1. Approve the provisions contained within the tentative agreement reached between the County and the Stanislaus County District Attorney Investigators' Association representing the District Attorney Investigators bargaining unit.
2. Amend the "Salary and Position Allocation Resolution" to reflect the changes included in the tentative agreement.

- Continued on Page 2 -

FISCAL IMPACT:

The new agreement between the County and the SCDAIA covers 48 months and is effective July 1, 2014 through June 30, 2018. The agreement with the SCDAIA provides restoration of the remaining five percent permanent salary deduction and elimination of 40 hours of Special Accrued Leave Time by July of 2015. In addition, it provides for salary increases of one percent the first full pay period following January 1, 2017, and three percent the first full pay period following July 1, 2017.

- Continued on Page 2 -

BOARD ACTION AS FOLLOWS:

No. 2014-570

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS: (Continued)

3. Amend the "Salary and Position Allocation Resolution" to reflect the conversion of the Employer Paid Member Contribution to salary for the classification of Senior Criminal Investigator.
4. Authorize the Chairman of the Board of Supervisors and all parties to sign the agreement.

FISCAL IMPACT: (Continued)

The estimated cost of the agreement is detailed below. Included in these costs is the economic impact of increases in Peace Officer Standards and Training (POST) certification pay.

Fiscal Year	Effective Date	Salary Adjustment	Increased Cost All Funds	Increased Cost General Fund
2014-2015	Continued Current Agreement Effective July 12, 2014	3% Salary Restoration	\$55,450	\$47,850
	Effective November 15, 2014	2% POST Pay		
2015-2016	First Full Pay Period Following July 1, 2015	Elimination of Remaining 2% Salary Deduction 2% POST Pay	\$114,120	\$98,500
2016-2017	First Full Pay Period Following January 1, 2017	1% Base Salary Increase 1% Advanced POST Pay	\$126,500	\$109,200
2017-2018	First Full Pay Period Following July 1, 2017	3% Base Salary Increase	\$182,630	\$157,750
Total Four Year Cost			\$478,700	\$413,300

Prior to entering into this agreement, the County completed a careful fiscal analysis and the County's long range financial model demonstrates there is sufficient financial stability to support this contract without a detrimental impact to the fiscal strength of County operations and programs. The District Attorney's Department will make any required budget adjustments during the 2014-2015 Fiscal Year.

DISCUSSION:

During the last six years the County government organization has successfully weathered an unprecedented economic downturn. The organizational stability during these last six years was the result of a proactive response to the fiscal crisis. Starting in 2008, the County developed a long-term strategic plan to ensure the continuation of the most critical services and programs to the community. Beginning in 2009 the County implemented cost reduction strategies in an effort to reduce salary and benefit costs in

Approval of the Labor Agreement Between the County of Stanislaus and the Stanislaus County District Attorney Investigators' Association (SCDAIA) Representing the District Attorney Investigators Bargaining Unit
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relation to decreased revenues. In response to the continuing unprecedented economic downturn, in 2012 the County negotiated 24-month agreements that included a six percent ongoing salary deduction. At the start of the 2013-2014 Fiscal Year, the employees had one percent in salary restored leaving a five percent salary deduction.

While these cost cutting measures were necessary and had a significant impact on the ongoing fiscal health of the County, it is important to recognize the adverse effect these actions had on County employees. Since 2010 County employees have experienced ongoing salary deductions between five and six percent and have also absorbed increases in healthcare and retirement costs. In exchange for the salary deductions agreed to for County employees, the County has provided Special Accrued Leave Time (SALT) to allow employees additional leave time from work. Employees in the SCDAIA are currently receiving 16 hours of annual SALT accruals in exchange for a two percent deduction in their base salary.

With all 12 labor contracts, including the agreement between the County and the District Attorney Investigators bargaining unit, expiring on June 30, 2014, the County was not able to engage in the negotiation process prior to contract expiration. To prevent members of SCDAIA from being adversely impacted because of this delay, the parties agreed to a temporary contract extension to provide the parties the additional time needed to engage in joint negotiations for a successor MOU that met the needs of both the employees and the County. The temporary contract extension was from July 1, 2014 through October 31, 2014 and included temporary restoration of three percent of the current five percent salary deduction with a corresponding temporary reduction of twenty-four hours of SALT effective July 12, 2014.

The County has completed negotiations for a new tentative agreement with the SCDAIA with a 48 month term from July 1, 2014 through June 30, 2018. The new tentative agreement has been ratified by the members of the bargaining unit.

This agreement allows for the full restoration of salary by July of 2015 allowing for the elimination of the 40 hours of annual SALT currently earned by this bargaining unit on the same date. Employees will continue to receive three percent restoration in salary effective November 1, 2014 and a corresponding reduction in annual SALT from 40 hours to 16 hours and a two percent restoration of salary the first pay period in July 2015 with the full elimination of the remaining 16 hours of SALT accruals on the same date.

Employees in this bargaining unit will also receive the one percent increase in base pay provided to other labor units effective in January 2017 and a three percent salary increase effective in July 2017. The salary survey completed for this bargaining unit supported additional compensation to ensure a competitive total compensation package for the term of this agreement. Subsequently increases in Peace Officer Standards and Training (POST) certificate pay will be two percent effective November 15, 2014, two

percent in July 2015 and an additional one percent for Advanced POST in January 2017.

The tentative agreement summary is attached to this agenda item. In addition to the items listed above, the parties have agreed to changes in several additional contract provisions as summarized in the attachment. Unless specifically stated, all negotiated agreements are effective upon approval of the Board of Supervisors.

While there are still budget challenges ahead, staff project that there is sufficient confidence in the economic recovery to support this agreement.

In addition to the MOU changes included in this agenda item, staff have included one additional recommendation related to a technical issue regarding pension reform. On January 1, 2013 the Public Employees' Pension Reform Act (PEPRA) went into effect. Included in this act is a provision that requires New Members to pay at least 50% of normal cost of retirement and prohibits employers from paying this contribution on the employee's behalf, [Govt. Code Sect. 7522.30 (c)]. In January 2014, the County reached agreement with the SCDAIA to eliminate the employer paid membership contribution in exchange for a salary increase of 13.37%. At that time, there were no employees in the Senior Criminal Investigator classification and the salary grade was overlooked and not included in the prior recommendations approved by the Board of Supervisors. It is recommended that the salary range for Senior Criminal Investigator be adjusted to include the 13.37% increase to be consistent with the intent of the prior labor agreement with SCDAIA. This change in the salary grade will have no fiscal impact as there is no one currently in this classification.

POLICY ISSUES:

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

STAFFING IMPACT:

There is no impact on staffing resulting from the terms of this agreement.

CONTACT: Jody Hayes, Assistant Executive Officer, 209-525-6333

**Stanislaus County District Attorney Investigators' Association Negotiations
Tentative Agreement
July 1, 2014 through June 30, 2018**

Term	48 months – July 1, 2014 through June 30, 2018
Salary Restoration	<p>First Full Pay Period Following July 1, 2014 – 3% restoration with 24 hour reduction in Special Accrued Leave Time</p> <p>First Full Pay Period Following July 1, 2015 – 2% restoration with elimination of remaining 16 hours of Special Accrued Leave Time</p>
Salary Increase	<p>First Full Pay Period Following January 1, 2017 – 1% base salary increase</p> <p>First Full Pay Period Following July 1, 2017 – 3% base salary increase</p>
POST Pay	<p>Effective November 15, 2014 – 2% increase in Intermediate and Advanced POST Certificate Pay</p> <p>First Full Pay Period Following July 1, 2015 – 2% increase in Intermediate and Advanced POST Certificate Pay</p> <p>First Pay Period Following January 1, 2017 – 1% increase to Advanced POST Certificate Pay</p>
Work Time Reporting Requirements	Employees are required to report all time worked on timesheets or into the electronic timecard systems, including time-in and time-out
Language Clean Up	<ul style="list-style-type: none"> • Updated Non-Discrimination/Fair Representation to refer to Equal Employment Opportunity/Non-Discrimination Statement approved annually by the Board of Supervisors • Updated Retirement to include language for PEPRA Tier 6 • Updated Group Insurance Benefits to remove inapplicable provisions • Updated IRS Code Sections to remove inapplicable provisions


The complete language for all tentative agreements is located in the Memorandum of Understanding (MOU) between the County and the Stanislaus County District Attorney Investigators' Association representing the District Attorney Investigators 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. Unless specifically stated, all negotiated agreements are effective upon approval of the Board of Supervisors.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF STANISLAUS AND
DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION
REPRESENTED BY THE
STANISLAUS COUNTY DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION**

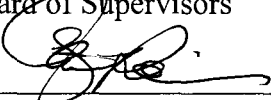
This agreement is entered into between the County of Stanislaus and the County District Attorney Investigators Association represented by the Stanislaus County District Attorney Investigators Association (SCDAIA).

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




Terrance Withrow, Chair
Board of Supervisors



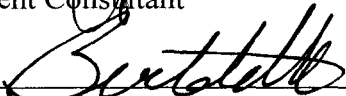
Stan Risen
Chief Executive Officer



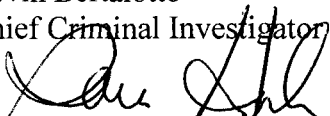
Jody Hayes
Assistant Executive Officer



Cari Griffin
Management Consultant




Kevin Bertalotto
Chief Criminal Investigator

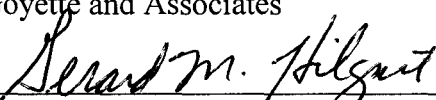


Sara Haub
District Attorney Human Resource Manager

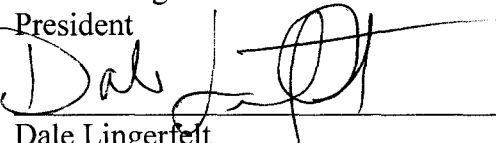
FOR SCDAIA:



Paul Kondsorf, Labor Representative
Goyette and Associates



Gerard Hilgart
President



Dale Lingerfelt
Member

Date Signed: May 15, 2015

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1. EMPLOYEES COVERED

This agreement covers the wages, hours, terms and conditions of employment for the term of the agreement for those employees in the classifications of Criminal Investigator I/II and Senior Criminal Investigator.

2. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect for a forty-eight (48) month period commencing on July 1, 2014, and ending on June 30, 2018.

3. NO STRIKE

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

4. NON-DISCRIMINATION/FAIR REPRESENTATION

The parties agree that the provisions of this agreement shall be applied without favor or discrimination based upon 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 non-discrimination in employment as set forth in the County's Equal Rights Program. SCDAIA agrees to encourage its members to assist in the implementation of that program.

SCDAIA agrees to acknowledge its responsibility to fairly represent all employees in the bargaining unit 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 County acknowledges and agrees that it will 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.

5. SAFETY PROGRAM SUPPORT

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

6. COUNTY RIGHTS

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

7. COMPENSATION

A. Salary

1. Salary Restoration

Effective July 1, 2012 the County and SCDAIA negotiated a 6% permanent salary deduction and 48 hours of Special Accrued Leave Time (SALT). Effective July 1, 2013 1% of the 6% permanent salary deduction was restored by the County along with a corresponding reduction in SALT of eight hours leaving a 5% permanent salary deduction and 40 hours of SALT. The remaining 5% permanent salary deduction along with a corresponding reduction in SALT will be restored as stated below.

Effective July 12, 2014, the parties agreed to a temporary salary restoration of three percent (3%) with a corresponding temporary reduction of twenty-four (24) hours of Special Accrued Leave Time (SALT) for employees of this bargaining unit. The temporary salary restoration and temporary reduction in SALT expired on October 31, 2014. Effective November 1, 2014, the County will reduce the current salary deduction from 5% to 2% in exchange for a corresponding reduction in annual SALT accruals from 40 hours per year to 16 hours per year, contingent upon ratification of this agreement by the bargaining unit and Board of Supervisors approval of this agreement on November 25, 2014.

The County will eliminate the remaining 2% salary deduction effective the beginning of the first full pay period following July 1, 2015, in exchange for a corresponding reduction of all remaining annual SALT accruals effective the same day in July 2015.

2. Special Accrued Leave Time (SALT)

- a. 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. 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 accrued leave time balance up to a maximum of half the hours earned in that fiscal year, however, employees may not go negative in any amount greater than the employee's current vacation accrual amount. The only exception would be office closures. In the event of the office closure, employees would be allowed to have a negative balance up to the amount of time to be accrued during the remainder of the fiscal year. 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 leave time to zero.
- b. 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 1st 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.
- c. 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.
- d. 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), does not have a vested cash value and may not be cashed out during employment or at the time of termination. Employees who reach 96 hours of accumulation shall not accrue any additional special accrued leave time although the deduction will remain in place.
- e. Employees retiring from County service will be exempted from the 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 or disability retirement in order to receive this exemption.

3. Salary Increase

Effective the beginning of the first full pay period following January 1, 2017, the employees shall receive a salary increase of one percent (1%).

Effective the beginning of the first full pay period following July 1, 2017, the employees shall receive a salary increase of three percent (3%).

B. Salary Administration

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

C. Overtime

Overtime shall be compensated at a rate of time and one-half of the employee's regular rate of pay for all time worked beyond 80 hours in a pay period. In calculating overtime eligibility, sick leave taken shall not be considered as time "worked". All other forms of paid time off in the form of vacation time, compensatory time, bereavement leave, jury duty, holiday pay, military leave, etc. shall be considered time "worked" for the purpose of overtime eligibility.

D. On-Call Pay

On-call pay shall be compensated at \$250.00 for each seven (7) day period of required on-call service. Effective July 8, 2006, employees will have the option of choosing eight (8) hours of comp time for each seven (7) day period of required on call service in lieu of paid time.

E. Call-Back Minimum

The parties agree that the three (3) hour minimum call-back, paid at time and one-half, shall apply to members of the bargaining unit in any official call-back situation.

F. Compensatory Time Off (CTO)

1. Overtime worked is accrued at one and one half pay rate. Employees who voluntarily work overtime to replace another employee who uses CTO to take time off shall only be paid for hours worked.
2. Compensatory time may be accrued to a maximum of 240 hours. Accumulation of CTO in excess of the maximum shall be paid. Employees may submit requests at a minimum of eight (8) hours to cash out accumulated compensatory time. The County shall cash out such requests in the following pay period in which it is received.
3. Employees may be permitted to use CTO within a reasonable period of time of a request as long as the request for time off does not unduly disrupt department operations. The Department shall make a good faith effort to approve the request and notify the employee as soon as practical. If vacation relief or other coverage is not available, the request shall be posted and/or made available for voluntary coverage.
4. Employees may not demand specific date(s) off using CTO, nor may the department order employees to take time off as CTO.
5. All employees who promote shall cash out the total accumulation of compensatory time at the employee's pay rate immediately prior to the promotion.

G. POST Incentive Pay

1. Intermediate

Effective November 15, 2014, contingent upon ratification of this agreement by the bargaining unit and Board of Supervisors approval of this agreement on November 25, 2014, the County agrees that those

individuals possessing an Intermediate POST Certificate will receive a premium of four and one-half percent (4.5%) of actual base salary.

Effective the beginning of the first full pay period following July 1, 2015, the County agrees that those individuals possessing an Intermediate POST certificate will receive a premium of six-and-one-half percent (6.5%) of actual base salary.

Intermediate POST Certificate pay is non-cumulative and cannot be combined with Advanced POST Certificate pay.

2. Advanced

Effective November 15, 2014, contingent upon ratification of this agreement by the bargaining unit and Board of Supervisors approval of this agreement on November 25, 2014, the County agrees those individuals possessing an Advanced POST Certificate shall receive a premium of seven percent (7%) of actual base salary.

Effective the beginning of the first full pay period following July 1, 2015, the County agrees those individuals possessing an Advanced POST Certificate shall receive a premium of nine percent (9.0%) of actual base salary.

Effective the beginning of the first full pay period following January 1, 2017, the County agrees those individuals possessing an Advanced POST Certificate shall receive a premium of ten percent (10.0%) of actual base salary.

Advanced POST Certificate pay is non-cumulative and cannot be combined with Intermediate POST Certificate pay.

H. Retirement

1. Safety Employees Tier 5 Retirement Plan. Members of the bargaining unit employed prior to January 1, 2011 and with service retirement credit greater than zero, shall receive upon retirement, three percent (3%) of base salary at age fifty (50) calculated on the single highest twelve (12) consecutive months.
2. Safety Employees Tier 2 Retirement Plan. The Tier 2 retirement plan for all newly hired members of the bargaining unit is reinstated effective between January 1, 2011 and December 31, 2012. Safety Tier 2 benefits include the two percent (2%) at age fifty (50) retirement benefit per Government Code Section 31664 and final average compensation calculated on the highest thirty-six (36) consecutive months.

3. Safety Employees PEPRA Tier 6 Retirement Plan. Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), the County shall provide the StanCERA Tier 6 retirement plan (2.7% at age 57) for Safety employees hired on or after January 1, 2013. Final compensation will be based on the average of the highest wages earned in any thirty-six (36) consecutive months.
4. Employees who are rehired/reinstated with the County after the implementation of Tier 2 on January 1, 2011 or Tier 6 on January 1, 2013 and have met the necessary membership criteria to be placed in their former retirement tier shall be eligible for placement in that former tier. In general, current legal standards allow rehired employees the opportunity to reinstate into their former retirement tier as long as the individual member either has left his retirement contributions on deposit since his prior period of County service or elects the redeposit of withdrawn retirement contributions plus applicable interest. The membership tier will depend on the employee's/member's individual circumstances and prior retirement selections. Employees who are rehired/reinstated with the County after January 1, 2011 are encouraged to confirm their membership status and retirement tier reinstatement options with StanCERA.
5. Public Employees' Pension Reform Act (PEPRA). On January 1, 2013 the Public Employees' Pension Reform Act (PEPRA) went into effect. Included in this act is a provision that requires New Members to pay at least 50% of normal cost and prohibits employers from paying this contribution on the employee's behalf [Govt. Code Sect. 7522.30(c)]. This measure defines a new member as: an individual who has never been a member of any public retirement system prior to January 1, 2013; an individual who moved between retirement systems with more than a 6-month break in service; and, an individual who moved between public employers within a retirement system after more than a 6-month break in service.

Employee retirement contribution rates are established by the Stanislaus County Employee Retirement Association (StanCERA).

In order to become compliant with PEPRA, all members of the bargaining unit will pay the full employee retirement contribution rate and the County will no longer pay the Employer Paid Member Contribution (EPMC). The specific employee retirement contribution will vary for each employee based on their individual retirement tier and age of entry into the retirement system. The current average member contribution for all Safety employees is 13.37% of retirement contributable income. In exchange for the County eliminating the current EPMC, the County will increase base compensation by 1% (one percent) for each 1% (one

percent) of the overall average employee retirement contribution that will now be paid by each employee in the bargaining unit. For those safety units where the County currently pays 100% of the employee's retirement contribution, the County will use the overall average 13.37% safety employee contribution rate to calculate the wage increase, for a total base wage adjustment of 13.37% (13.37% x 1). The parties recognize this wage adjustment and the elimination of the EPMC will have varying impacts on bargaining unit members, as some members will have individual retirement contribution rates below or above the average for all safety members.

The elimination of EPMC and corresponding increase in base wages occurred on February 8, 2014.

6. Employees in retirement Tier 4 (formerly Tier 1), shall maintain the retirement benefit known as "30-year pay." Tier 4 employees are eligible for this benefit as determined by StanCERA when an employee has reached thirty (30) years of service and is no longer required to make contributions to the retirement system. The County will use 3.75% as the retirement pick-up amount utilized in the "30-year pay" calculation to determine the level of compensation the employee will receive.

I. Salary on Promotion

The County shall continue to guarantee a five percent (5%) minimum salary increase on promotion in accordance with the existing County Code provisions. Effective October 1, 1989, an exception to this provision shall be made if the step to which the employee is promoted is six (6) cents or less per hour under the minimum five percent (5%) increase. This provision shall apply for promotion to classifications within this unit or for promotion to classifications assigned to the bargaining unit for which this provision applies.

J. Supervisors

The County shall maintain at least a ten percent (10%) spread between Criminal Investigator II and Senior Criminal Investigator classifications in recognition of full-time supervision.

K. Designation of Bilingual Positions

The County will designate certain languages as eligible for bilingual certification. Employees asserting their competence in any County designated bilingual language shall be given the opportunity to test for bilingual certification. The County Chief Executive Officer (CEO) or designee is responsible for conducting bilingual certification testing within a reasonable amount of time. Employees will be tested for verbal and/or written bilingual proficiency as determined by the

County CEO and Chief Criminal Investigator. Employees who pass the test will be certified as bilingual.

Employees certified as bilingual will receive additional compensation of two and one-half percent (2.5%) of base pay for bilingual certification pay, effective the first full pay period following the certification date. Only those employees certified bilingual will be granted bilingual certification pay.

Employees receiving bilingual certification pay shall use their bilingual skills within the course of employment to maintain the certification pay. Bilingual employees who are not certified as bilingual will not be subject to discipline for declining to use bilingual skills in the course of employment.

8. HOLIDAY/VACATION TIME PROVISIONS

A. County Holiday Policy

1. The parties agree that only the immediate days of mourning or 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.
2. Compensate eight (8) hours of holiday credit while on-call during a recognized holiday:

New Year's Day, January 1st
Martin Luther King Day
President's Day
Memorial Day
Independence Day, July 4th
Labor Day
Veterans Day, November 11th
Thanksgiving Day
Day After Thanksgiving
Christmas Eve, December 24th (four (4) hours only)
Christmas Day, December 25th

B. Combining Vacation & Optional Holiday Time

The parties recognize that on December 31, 1983, any optional holiday time was combined with vacation benefits. The rate of accrual of vacation hours was increased on January 1, 1984 by sixteen (16) hours of "special" vacation time each calendar year in lieu of optional holiday time. See sub-division F of this section for vacation accrual rates.

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

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

C. Vacation Credit for Holidays

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.
5. Optional (floating) holidays will continue to be credited to vacation balances at the first of the year.

D. Limited Cash Conversion

The parties agree that employees with one hundred (100) or more hours of accrued vacation on the records may request conversion into cash payments of up to forty (40) hours of accrued vacation not more frequently than once in a fiscal year. Such conversion shall be granted upon approval of the department head and the Auditor-Controller. Requests shall not be unreasonably denied.

E. Vacation Accumulation Maximum

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

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

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

Employees shall receive notification of 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 pursuant to department procedures.

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

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

F. Vacation Accumulation Rate

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

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

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

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

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

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

9. WORK SCHEDULES

The Department may assign Criminal Investigators and Senior Criminal Investigators based upon departmental need to either a 5/8, 9/80, or 4/10 work schedule. Investigators shall not involuntarily have their schedules changed without fourteen (14) days' notice.

10. PAID BREAKS

The parties agree that employees who are required to perform work duties during a lunch break will be allowed to convert their lunch break to a paid break.

11. LEAVES OF ABSENCE

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

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

C. The parties further agree that the County's leave of absence policy will not change to reflect the fact that the granting of any leave of absence without pay or other time off without pay exceeding fifteen (15) calendar days shall cause the employee's date of eligibility for increased vacation accrual rates to be postponed by the equivalent number of months to the nearest number of months for which the leave of absence is granted based on the number of calendar days in such month.

12. AUTOMATIC RESIGNATION

The parties agree that an employee who is absent without authorization and without contacting his or her supervisor for three (3) consecutive working shifts, or longer, will be presumed to have voluntarily resigned from County service, effective on the date at which the unauthorized absence began. The provisions of County Code Section 3.28.130 (Petition to Set Aside Resignation) shall apply.

13. MAXIMUM SUSPENSION

The parties agree that the maximum time period during which an employee may be suspended for cause pursuant to County discipline policies is ninety (90) days. Notwithstanding the ninety (90) day maximum, both parties recognize that the Disciplinary Appeals Board could impose a longer suspension in lieu of termination.

14. NO CHARGES ON PROBATIONARY TERMINATIONS

The parties agree that the County will not be required to prepare a statement to the file as to why an individual's probationary period was terminated.

15. REDUCTION-IN-FORCE POLICY

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

16. 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.

17. GROUP INSURANCE BENEFITS

A. Health Insurance

Employee health (medical, dental and vision) 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 agreement is attached to this agreement.

B. State or Federal Health Care Reform

Should any new State or Federal legislation be approved to take effect during the term of the agreement which affects the County's health insurance programs, the parties agree to immediately meet to determine the potential impact, if any, on employees or the County, of the legislation. Absent legislation modifying such, the County agrees that at least the dollar amounts of premium contributions made by the County for health insurance premiums shall be available to employees during the terms of the agreement, unless amended through the joint negotiation process on health insurance.

18. PAYROLL DEDUCTIONS

The County will provide a payroll deduction for DA Investigators pursuant to the following:

A. Fair Share Fee Payments

1. All regular full-time, non-probationary employees shall, as a condition of employment, pay a representation service fee which is the employee's proportionate share of the Stanislaus County District Attorney Investigators Association and their designated representatives (referred to as Union) cost of negotiations, meeting and conferring, administering the Memorandum of Understanding (MOU), and disciplinary representation beginning ninety (90) days after the MOU is ratified and adopted by the Union and the County, or after an employee attains such status, or after the Union has provided the employee(s) and the County with the legally required expenditure information as outlined in the Hudson Act, whichever is latest. Such representation service fee shall in no event exceed the total, regular, periodic membership dues paid by unit employees.
2. The representative service fee arrangement provided by this section may be rescinded by majority vote determined in a secret ballot election in which all regular bargaining unit employees are eligible to vote as provided by the Meyers-Milias-Brown Act.
3. Employees opposed to having a portion of their fees being spent on activities or causes of a partisan political or ideological nature, may exercise relief under the Beck decision.
4. Any employee who objects to joining or financially supporting employee organizations shall not be required to financially support the Union. Such employee, in lieu of a representation service fee, shall instruct the County, in writing, with a copy to the Union, to deduct and pay a sum equal to the representation service fee to the United Way of Stanislaus County.
5. When an authorized agent of the County is served with written notice by a concerned unit employee or employees, or by the Union that a dispute exists between such unit employee or employees and the Union involving a claimed violation of employee rights with respect to (1) representation service fee expenditures or obligations by the Union, or (2) employee exemption pursuant to paragraph 4, the County shall thereafter deposit such disputed dues or fees in an interest bearing escrow or comparable account pending final resolution of the dispute, and shall so advise in writing the employee or employees and the Union. The County shall not be obligated to take any other or further action pending final resolution of

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

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

B. Credit Union Deductions - Operating Engineers

The parties agree that effective after Board of Supervisors approval of this agreement, the County will provide a voluntary payroll deduction for the Operating Engineers Credit Union.

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

The County agrees to implement a voluntary dues deduction program for members of the bargaining unit to participate in a long term disability insurance plan. The voluntary deduction shall be implemented after Board of Supervisors approval of this Agreement, and in accordance with the policy of the Auditor-Controller.

19. SICK LEAVE

A. Cashout Provisions

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

The parties agree that effective November 1, 1987, at the time a Criminal Investigator or Senior Criminal Investigator is granted a service connected disability retirement, the employee will not have the option to continue his or her disability leave charged against accrued sick time. Any accrued sick leave will be

cashed out at seventy-five percent (75%). The seventy-five percent (75%) cash out will be limited to this circumstance only.

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

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

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

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

Absent the County agreeing to convert the time to service credit, the parties agree that the prior cash out policies shall take effect for members of the bargaining unit employed at that time, retroactive to the implementation date, including any member who may have retired. In addition, if the County does not agree to convert the time to service credit, the parties acknowledge that all new hires appointed on or after April 1, 1995 shall have a maximum of six hundred (600) hours of sick leave to apply toward cashout upon retirement. The only exception to the new hire appointment will be in the case of an employee promoting or transferring to an investigator position from another department in the County who has a higher individual maximum as provided by this Section. In this case, the employee's individual sick leave maximum shall be maintained.

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

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

20. WORK TIME REPORTING REQUIREMENTS

- A. Both parties agree to the importance of having accurate reporting of work time entered on timesheets or into the electronic timecard system in order to ensure:
1. The data necessary for the accurate and timely payment of wages is collected;
 2. Compliance with appropriate governmental regulations; and
 3. The required supporting documentation is maintained.
- B. Employees are required to report all time worked on timesheets or into the electronic timecard system. This includes entering time-in and time-out for each work day. For timekeeping purposes, time-in is the time you begin work and time-out is the time you break from work for a meal period or leave work for the assigned day or shift. The payroll system allows for employees to enter actual start and end times to the minute and this would be the expectation for all employees when reporting time on timesheets or into the electronic timecard system.
- C. When evaluating employee attendance actual start and stop times will be used.
- D. The parties further agree to meet and confer on an upgrade to the electronic payroll system to allow for rounding of time for payment purposes in accordance with the Fair Labor Standards Act (FLSA).

21. MILEAGE REIMBURSEMENT

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

22. FUTURE MEET AND CONFER TOPICS

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

- A. Health and Welfare Benefits
- B. Retiree Health Care

- C. Amend Stanislaus County Personnel Policies that are subject to meet and confer
- D. Examine Medical Terminations Pursuant to Section 19253.5(a) Government Code
- E. Safety Equipment

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

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

The County and SCDAIA acknowledge and agree that the ADA may require modification of County policy or MOU provision 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 otherwise a mandatory subject of bargaining. Said meet and confer will be on a case by case basis and no single accommodation shall establish a past practice.

24. SEVERABILITY

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

25. FULL UNDERSTANDING

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

Existing practices and/or benefits which have a direct effect on employee wages, hours and other terms and conditions of employment which are not referenced in this Agreement shall continue without change unless modified or abolished by mutual agreement of the parties.

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

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

ATTACHMENT A
STANISLAUS COUNTY REDUCTION-IN-FORCE
CLASSIFICATION SENIORITY CALCULATION

The following Reduction-In-Force Policy has been established and agreed to for the following bargaining units effective August 7, 2012:

County Attorneys' Association (CAA)
Stanislaus County District Attorneys' Association (SCDAIA)
Stanislaus Regional Emergency Dispatchers' Association (SREDA)

The joint Reduction-In-Force Policy may only be amended by mutual agreement of the County and all represented bargaining units. Issues related to implementing reduction-in-force actions which are not specifically addressed within this policy will be subject to further meet and confer between the County and the affected bargaining unit(s).

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.

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.

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

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.

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

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 61st 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.

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.

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.

SENIORITY CALCULATIONS

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

1. Classification Seniority (The Attorney I-V classification will be based upon working titles);
2. County Seniority for Regular Full-Time Employees;
3. Department Seniority;
4. County Seniority with extra help service included; and,
5. Lottery

1) Calculation of Classification Seniority

Among permanent employees in the affected classification and department, the order of layoff will first be determined by total continuous full-time service in the employee's current classification and higher ranking classification, if applicable.

For block-budgeted classifications (example, Attorney I-V) total continuous service in all levels of the block-budgeted classification will be included in the seniority score. For individuals in the Attorney I-V classification, the seniority score will be calculated utilizing the individual's working title. For example, calculation of classification seniority will be based upon time as a Deputy District Attorney, Deputy Public Defender, or Attorney assigned to Child Support Services.

Extra-help/part-time is not counted in calculating Classification Seniority.

2) Calculation of County Seniority for Full-Time Regular Employees

In the case of two or more employees with equal Classification Seniority, the order of layoff will then be determined by County Seniority. 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.

3) Calculation of Department Seniority

In the case of two or more employees with equal Classification and County Seniority the order of layoff 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) Calculation of County Extra-Help Service

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 Classification, County, County Service with Extra-help included, or Department Seniority 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.

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.

DEMOTION RIGHTS 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 or 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.

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.)

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. This provision shall not apply to Attorney I/II/III/IV/V positions assigned to the District Attorney's Office, the Public Defender's Office or the Department of Child Support Services.

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.

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.

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.

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.

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.

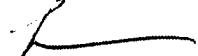
UNREPRESENTED COUNTY EMPLOYEES

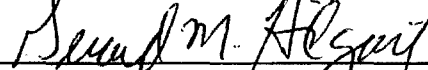
The Reduction-in-Force Policy does not apply to unrepresented, unclassified County employees. Unrepresented employees in the Community Services Agency and Department of Child Support Services who have property rights under the approved local merit system will have the reduction-in-force administered 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.

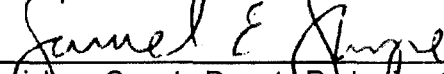
STANISLAUS COUNTY
HEALTH INSURANCE AGREEMENT
January 1, 2015



Stanislaus County Chief Executive Office



California Nurses' Association

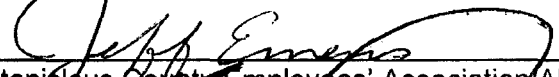

County Attorneys' Association


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 Sheriffs' Management Association


Stanislaus County Probation Correction Officers' Association


Stanislaus Sworn Deputy's Association

HEALTH INSURANCE AGREEMENT

January 1, 2015

**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 Sheriffs' Management Association
Stanislaus County Probation Correction Officers' Association
Stanislaus Sworn Deputy's Association**

Term of the Agreement

This agreement shall remain in full force and effect for the period of January 1, 2015 through December 31, 2017, unless extended by mutual agreement of the parties.

Medical Insurance

For the term of this agreement, the County will offer the following four medical plan options based on employee residency at the time of open enrollment:

Within Stanislaus County Partners-in-Health Local Service Area

- Stanislaus County Partners-in-Health EPO
- Stanislaus County Partners-in-Health HDHP

Outside Stanislaus County Partners-in-Health Local Service Area

- Anthem Blue Cross EPO
- Anthem Blue Cross HDHP

For employees enrolled in an EPO plan, the County shall contribute an amount equal to 80% of the EPO plan premium 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 HDHP plan premium 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 contributions will be made as a lump sum equivalent to six months of the annual contribution on the first business day in January of each year, and then semi-monthly beginning in July. For the period of January through June, the County will make no additional HSA contributions to employees' accounts after the initial lump-sum contribution unless there is a change in family status. The last six months of HSA contributions will begin in July, and will be included in employees' biweekly benefit-eligible paychecks. Employees are responsible for paying any account related fees on their individual Health Savings Account (up to \$2.75 monthly as of September 2014).

Moving forward, the County will only provide one County-provided HSA contribution to two employees who are married together. Therefore, if two employees who are married together want separate medical plans, one employee must choose an EPO plan and the other employee must choose a HDHP plan.

Participants enrolled in HDHP plan options are subject to deductible payments and co-pays, which may be reimbursable through HSAs subject to available balances. Please refer to the specific plan documents to confirm deductibles and co-payments for each plan option.

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

Medical Premium Rates

The County will continue to establish medical insurance premium rates each year based on actuarial and underwriting recommendations. The County reserves the right to adjust medical insurance premium rates based on these recommendations. Medical insurance rates for the 2015 plan year will not exceed those rates provided to bargaining units during the meet and confer process on October 2, 2014.

Medical Plan Design Changes

The medical benefit plan design and co-pays will remain unchanged during the term of this agreement with the exception of the attached changes that were agreed to by the parties during the meet and confer process, and those changes which may be required by law during the term of this agreement.

The annual out-of-pocket maximums for SCPH and Anthem (Individual/Family) HDHP plans are as follows:

<u>In-Network SCPH and Anthem</u>	<u>Out-of-Network Anthem</u>
\$3,000 / \$6,000	\$5,000 / \$10,000

The annual out-of-pocket maximums for SCPH and Anthem (Individual/Family) EPO plans are as follows:

<u>SCPH and Anthem</u>
\$1,500 / \$3,000

Premium Reimbursement

The County has agreed to offer a premium reimbursement program to employees who are enrolled in a County Kaiser medical plan (or enrolled in a County Anthem Blue Cross medical plan if the employee lives in the SCPH local service area) prior to the start of the 2014 open enrollment period.

In order to receive the premium reimbursement, the eligible employee must waive coverage with the County and enroll in a non-County qualified medical insurance program, individual or group coverage, meeting minimum standards under the Patient Protection and Affordable Care Act (ACA). Employees receiving a premium reimbursement are not eligible to receive a medical waive credit.

The County's premium reimbursement rate will not exceed 80% of the eligible employee's out-of-pocket medical insurance premium cost for the new medical plan, or 75% of the County's monthly medical premium contribution for County EPO plans, whichever amount is lower.

In order to receive reimbursement, the employee must provide proof of other coverage and proof of cost to the employee as required by the County. The County will implement a process prior to open enrollment in October 2014 to establish the guidelines for employees to participate in the premium reimbursement. In no event, shall the premium reimbursement impact the compensation eligible for employee pensions or employer-paid deferred compensation.

Employees may only return to the County medical insurance program during annual open enrollment periods, or anytime the employee experiences a qualifying event in accordance with County benefit policies. If an employee who is receiving a premium reimbursement elects to return to the County's medical insurance program, they will no longer be eligible to receive the premium reimbursement should they choose to opt out of the County's medical insurance program in the future.

Employees who enroll in a non-County qualified medical insurance program are not eligible to receive any County provided HSA contributions.

Medical Waive Credit

The County agrees to continue offering a standard medical waive credit to any employee who waives medical insurance through the County. Employees receiving a medical waive credit are not eligible to receive a premium reimbursement.

In order to receive the standard medical waive credit, the employee must enroll in a non-County qualified medical insurance program, individual or group coverage, meeting minimum standards under the ACA. Employees must complete a County enrollment form waiving County coverage and attach proof of other coverage.

The standard medical waive credit will be paid on a post-tax, semi-monthly basis. The amount of the standard medical waive credit is \$47.50 monthly for non-management employees and \$150.00 monthly for management and confidential employees.

Employees may only return to the County medical insurance program during annual open enrollment periods, or anytime the employee experiences a qualifying event (involuntary loss of outside coverage).

Employees who enroll in a non-County qualified medical insurance program are not eligible to receive any County provided HSA contributions.

Dental Insurance

The County will provide employees with two dental plan options through the Delta Dental program. Employees have the choice of remaining on the "Core" dental plan, meaning no change in benefits, and the County will continue to pay 80% of the premium cost at each level of dental coverage (Employee only, Employee +1 and Family).

Alternatively, employees may elect a "Buy-Up" dental plan option, which includes a \$500 per member increase to the plan calendar year maximum and a child(ren) orthodontics benefit that pays 50% of orthodontia care up to a lifetime maximum of \$2,000 per child. Additionally, the "Buy-Up" dental plan option includes access to the Premier network with claims being paid at the Premier contracted fee without balance billing. Employees who elect the "Buy-Up" dental plan option must remain on the "Buy-Up" dental plan for three (3) years. Any amount of the "Buy-Up" dental premium rate that exceeds the "Core" dental plan premium rate will be paid solely by the employee.

The County will continue to establish dental insurance premium rates each year based on actuarial and underwriting recommendations. The County reserves the right to adjust dental insurance premium rates based on these recommendations.

Vision Insurance

The parties agree to change vision coverage through the VSP Choice Plan to include a \$10 co-payment for exam and materials, increase the frame allowance to \$150 (\$80 at Costco), increase the wholesale full-cost frame allowance to \$57, increase the contact lens allowance to \$150, and allow members to receive a frame allowance 12 months after utilizing their contact lens benefit instead of waiting 24 months. The County shall pay 80% of the premium cost at each level of vision coverage (Employee only, Employee +1 and Family).

The County will continue to establish vision insurance premium rates each year based on underwriting recommendations. The County reserves the right to adjust vision insurance premium rates based on these recommendations.

Impacts of Healthcare Reform

The parties recognize the implementation of additional healthcare reform regulations may present financial and operational consequences to the County. The parties agree that the County may request to meet and confer with all labor groups in advance of the 2017 plan year to address impacts of healthcare reform. Any changes in this agreement as a result of the meet and confer process must be mutually agreed between the County and labor organizations.

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 to discuss implementing a comprehensive wellness program for County employees. 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. An Employee Benefits Committee consisting of one employee and/or the designated labor representative per bargaining unit will meet in February, May, and September to discuss the financial and operational performance of the self-insured health plans. The County's Employee Benefits Department will be responsible for coordinating these meetings. 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, premium reimbursement, 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, public safety leave (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 within the quarter. 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.