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:

Terrance Withrow, Chairman
Board of Supervisors

Stan Risen
Chief Executive Officer

Nancy Bronstein
Deputy Executive Officer

Patrice Dietrich
Deputy Executive Officer

Tera Chumley
Senior Management Consultant

Monica Coryea
Management Consultant

Cari Griffin
Management Consultant

Steve Hopkins
Human Resources Manager

FOR THE UNION:

Corinne Wilson
Business Agent AFSCME

Richard Hull
Chief Negotiator

Kristy Waskiewicz Business Agent
Chief Negotiator

Jeff Emens
Negotiator

Rodrigo Rodriguez
Negotiator

Joseph Duarte
Negotiator

Brian England
Negotiator

Iliff Hall
Negotiator

Virginia Ehrler
Negotiator

Steuart Holt
Negotiator

Fay Adams
Negotiator

– Continued on next page –

Forrest Loomis
Negotiator

Karen Lee
Negotiator

Matthew Cantrell
Negotiator

DATE SIGNED: 4/1/15

TABLE OF CONTENTS

SECTION	SUBJECT	PAGE
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 AND ADVANCED NOTICE	3
7.	DEPARTMENT PROBATION	3
8.	EDUCATION/CERTIFICATE/LICENSE/REGISTRATION PAY	3
	A. Education/Training	3
	B. Continuing Education for LVN's, Clinical Lab Assistants and Medical Investigators	4
	C. Educational Reimbursement for LVN's and NA's	5
	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	8
	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 (Weingarten) Rights 13
R. Safety 13
S. Union Information 14
T. Recruitment 14
U. Labor Management Committee 16
V. Use of Electronic Equipment 16
W. Reclassification Study 17

11. FIELD SURVEY – ASSESSOR'S OFFICE 17

12. GENERAL ASSISTANCE WORK PROGRAMS 17

13. EQUAL EMPLOYMENT OPPORTUNITY COMPLAINT PROCEDURE .. 17
A. Intent 18
B. Scope 18
C. Limitations 18
D. Representatives 18
E. Definitions 18
F. Steps in Procedure 19

14. GENERAL DISCIPLINARY PROCEDURES 22
A. Maximum Suspension
B. Disciplinary Investigation Time Frames

15. GRIEVANCE PROCEDURE INCLUDING BINDING ARBITRATION 22
A. Intent 22
B. Definitions 22
C. Exclusion of Disciplinary Appeals and Equal Employment Opportunity Grievances 23
D. Representation 23
E. Time Limits 23
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 28
A. Submission of the Disciplinary Appeal to the Hearing Board or Hearing Officer 28
B. Submission of the Disciplinary Appeal to Binding Arbitration 28

17. INSURANCE BENEFITS 30
A. Health Insurance Agreement 30
B. Employee Benefits Committee 30

C. Domestic Partner Coverage 31
D. Insurance Updates 31

18. JURY DUTY/SUBPOENAS 31
A. Jury Duty
B. Subpoenas

19. LEAVES OF ABSENCE 32
A. Administration 32
B. Leave of Absence For Educational Purposes 32

20. MILEAGE REIMBURSEMENT FOR PERSONAL VEHICLE USE 32

21. 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 34
G. On-Call/Call-Back 35

22. OUT-OF-CLASS ASSIGNMENT 35
23. OVERTIME 37

24. PARKING 38

25. PERFORMANCE EVALUATION 38

26. PERSONAL PROPERTY DAMAGE PROCEDURE 38

27. 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 43
I. Re-employment 43
J. Administrative Decisions 43
K. Special Circumstances 44
L. Appeals 44
M. Sick Leave Cash Out Provisions 45
N. Unrepresented County Employees 45

27. REINSTATEMENT 45

29. RETIREMENT 45
A. Retirement 45
B. Military Service Retirement Credit 45

30. SALARY/ADDITIONAL COMPENSATION 47
A. Special Accrued Leave Time 47
B. Compensation 49
C. Additional Salary Increase/Equity Adjustments 49
D. Retirement Contributions 50
E. Assignment Pay 50
F. Supervisory Salary Differential 51
G. Shift Differential 52
H. Salary During Probation Period Release and Voluntary Demotion 53
I. Salary Administration 53
J. Step Advancements 54
K. Anniversary Date 54
L. Salary on Promotion 54
M. Classification Study – Medical Biller Pay 54

31. SEVERABILITY 55

32. SICK LEAVE/BEREAVEMENT LEAVE 55
A. Prior Policies 55
B. Sick Leave Cash Out 55
C. Cash Out Cap 56
D. Sick Leave Occurrence 57
E. Use of Accumulated Time 57
F. Bereavement Leave 57
G. Providing Doctor's Verification of Illness 57
H. Calling in to Report Absences 58
I. Phone Calls to Ill Employees 58
J. Conversion of Sick Leave Cash Out Benefits to Health Insurance Upon Retirement 58
K. Sick Leave Incentive Program 58

33. UNIFORM 59
A. Safety Shoe Program 59
B. Custodial Cooks 59
C. Park Supervisor/Park Maintenance Worker Shirts 59
D. Crime Analyst Technician/Field Services 59
E. Animal Service Operations Supervisor 59
F. Deputy Zoning Enforcement Officer (Graffiti Abatement) 60

G. Prescription Safety Glasses 60

34. VACATION/HOLIDAYS 60
A. Vacation and Optional Holiday Time 60
B. Vacation Accumulation Rate 61
C. Vacation Accumulation Maximum 61
D. Request for Vacation Use 62
E. Limited Cash Conversion of Vacation 62
F. Custodial Cook Vacation Cash Out Upon Termination/Retirement..... 62
G. Holidays Declared by the President and Governor 63
H. Holiday Pay 63
I. Holiday-County Code 64

35. WELFARE REFORM ACT 64

36. WORK SCHEDULE 60
A. Alternate Work Schedules..... 64
B. Public Works 64
C. Shift Assignments/Rotation 64

37. WORKERS' COMPENSATION 64
A. Supplement Temporary Disability Benefits With Leave Time 64
B. Release Time for Doctor's Appointments..... 65

35. FULL UNDERSTANDING..... 65

ATTACHMENTS

Attachment A Represented Classifications as of April 24, 2014 ……..66

Attachment B Health Insurance Agreement between Stanislaus County and All Employee Organizations ……...71

Attachment C Enhanced Retirement Benefit Agreement between Stanislaus County and All Employee Organizations (February 12, 2002) ……77

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 exclusive representative for wages, hours, and other terms and conditions of employment for all 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 April 24, 2014 represented, by Bargaining Unit.)

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.

2. TERM OF THE AGREEMENT

The agreement shall remain in full force and effect for the period commencing on July 1, 2014 and ending midnight, June 30, 2018. The parties may agree to extend the term of this agreement while meeting and conferring is in progress over renewal of the agreement.

Both parties agree to identify their negotiation teams in January 2018 and be prepared to start negotiations at the beginning of February 2018.

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.

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.

5. BILINGUAL CERTIFICATION PAY

The County will designate certain languages as eligible for bilingual certification 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. Effective the start of the first full pay period following Board of Supervisors approval of this agreement, Bilingual Certification Pay will increase from $0.69 per hour to $0.85 per hour.

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.

6. CONTINUING PRIOR POLICIES AND ADVANCED NOTICE

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. As required by MMBA the Union will be provided with advance notice of any proposed change to any policy or work rule that affects wages, hours, or other terms and conditions of employment.

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."

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, Clinical Lab Assistants and Medical Investigators

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.

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.

Medical Investigators who are certified in phlebotomy and required by management to perform phlebotomy duties 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 phlebotomy certification.

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.

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.

E. License/Registration Fees

The County agrees to reimburse Building Inspectors, LVN's, Clinical Lab Assistants, Sanitarians, Engineers, and Medical Investigators who are certified in phlebotomy and are required by management to perform phlebotomy duties 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 receipt evidencing payment of the fee by the employee.

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.

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.

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 I/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 following Board of Supervisors approval of this agreement. 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.

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

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 County-wide 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.

10. EMPLOYER-EMPLOYEE RELATIONS MATTERS

A. Access to Official Personnel Files

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 and be provided with a copy of any materials in that file.

B. Access to Department Personnel Files

With sufficient 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 and be provided with a copy of any materials in that file.

The intent of the sufficient 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. The goal is to have files provided within three (3) days, but it may take longer if the department is experiencing unusual circumstances.

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 his or her personnel file. The employee shall be given an opportunity to sign the document acknowledging receipt, and then given a copy of the document. The employee is entitled to a copy of the document even if he or she declines to sign 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.

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.

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.

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.

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.

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.

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. 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).

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;
3. 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.

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.

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.

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.

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.

The County and/or its departments will make their best efforts to give new employees Union information packets, supplied by the Union.

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 non-discrimination 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 acknowledges and agrees 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 by the Board of Supervisors in compliance with Federal and State laws.

The County acknowledges and agrees that it shall not interfere with, intimidate, restrain, coerce, discriminate or take adverse action against employees because of their rights to participate, or not participate, in the activities of an employee organization, or to be an elected, appointed or recognized representative of any employee bargaining unit.

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

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.

Q. Representation (Weingarten) Rights

The County agrees that an employee has the right to have a Union representative, or a representative of his or her choice, present when being questioned at an investigative meeting with his or her superiors on a matter which could result in disciplinary action. The employee shall be informed of the right to representation before any such meeting shall proceed.

If chosen, an AFSCME job steward will be released to represent the employee. If the employee chooses another employee who is not a job steward to be his or her representative, the County may, but is not compelled to, require the non-steward representative to use vacation or other leave time while engaged in the representational process.

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.

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 bi-monthly 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.

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
- Tab 11 – Leave Time Provisions
- Sick notes requirement from 3 to 5 days
- Department work rules
- Attendance policies – standardize policies
- In conjunction with leadership and staff at the Community Services Agency, review regulations for the Foster Care program, the work processes in place that are required to meet regulations, and to evaluate the division of work to ensure the Family Services Specialists are working within their classification.
- Reporting time worked/recording in and out times/rounding of times
- Countywide Anti-Bullying policy
- Meet and confer on continuation of holiday closures
- Equity Adjustments
- Discipline write-ups after 1 year
- Personnel files vs. drop files/drop file retention
- Training issues – opportunities, availability
- Job Specs/MQs – FSS Series
- On Call/Call Back – Time-and-one-half for Sheriff's Department staff ordered into work on their regularly scheduled days off

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.

W. Reclassification Study

The parties agree to a joint meet and confer with AFSCME, SEIU and the County on a study on the classifications of Community Health Worker, Nursing Assistant (Medical Assistant) and the creation of a new classification of Nutrition Assistant. The goal of the study is to ensure employees are appropriately classified and to create a career ladder for Medical Assistant.

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.

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/eeo-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. GENERAL DISCIPLINARY PROCEDURES

A. 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.

B. Disciplinary Investigation Timeframes

The parties recognize that a fair investigation by necessity includes timeliness and that unreasonable delays in initiating investigations can negatively impact the due process rights of employees and the effectiveness of the investigation. Every effort will be made to complete investigations within a reasonable time of when the employer knew of the alleged misconduct. Upon completion of the investigation, the employee shall be notified the investigation has been concluded, including if the allegation(s) were sustained, not sustained, and/or dismissed.

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. The County shall notify the complainant in writing when the investigation of the complaint is completed.

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 ten (10) working days.

2. Written Grievances - If the grievance is not resolved through informal discussion, the employee may within ten (10) 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 Chief Executive Officer. 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 ten 10) 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 ten (10) 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 ten (10) 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. 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 current health insurance agreement 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.

18. JURY DUTY/SUBPOENAS

A. 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.

B. 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 worked. Provided, however, no such overtime work shall be compensated for less than two hours upon each occasion that the employee is called upon 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.

19. 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."

20. 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.

21. 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.

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.

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.

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.

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.

Each employee working in the classifications of 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.

G. On-Call/Call-Back

Employees Required to Report to a Work Location

Employees required by their Department Head or designee to physically return to work from an off duty status shall be paid for the actual time worked with a minimum of two hours pay at a rate of time-and-one-half. The call-back pay starts at the time the employee leaves their residence and stops at the conclusion of the work performed.

If an employee is performing call-back work and while performing this work receives another call, this call will not be a second call-back, but rather a continuation of the on-duty work status. Additionally, if an employee completes their work prior to the two hour minimum and later receives another call during the same two-hour minimum, this call will not be a second call back.

If an employee is called in within two hours of the start of their regular scheduled work shift, the employee will receive two hours of call-back pay, however, employees will not be paid twice for the same hours. For example, if an employee is called in at 7:00 a.m. and the start of their regular scheduled work shift is at 8:00 a.m., they will receive one hour of call-back pay from 7:00 a.m. to 8:00 a.m. For the overlapping hour, from 8:00 to 9:00 a.m., the employee will receive one hour of regular pay plus one hour of half time call back pay.

Employees Not Required to Report to a Work Location

Employees who are required to handle telephone calls and related work from home shall be paid for the actual minutes worked at a rate of time-and-one-half. Time worked will be rounded to the nearest quarter hour in which they are on the phone or handling work that is related to a phone call. Time spent on non-work related activities (preparing to return to work, showering, etc.) shall not be compensated.

Minute Breakdown:

1-22 minute telephone call = 15 minutes call-back
23-37 minute telephone call = 30 minutes call-back
38-52 minute telephone call = 45 minutes call-back
53-67 minute telephone call = 60 minutes call-back

22. 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.

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.

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.

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.

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.

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.

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.

23. 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.

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.

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 employee’s 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 a.m. they would not be expected to start work until 7:30 a.m. The employee would receive

regular pay from their scheduled start time, 6:30 a.m. and their actual start time of 7:30 a.m. If the callback ended at 2:30 a.m. 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.

24. 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.

25. 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.

26. 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.

27. 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.

The County will investigate any complaints regarding workplace retaliation or violation of the County Ethics policy as a result of a reduction-in-force including, but not limited to, the exercise of bumping rights, demotion, or transfer-in-lieu-of-layoff or transfers across department lines.

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 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.

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 to 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 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.

28. 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.

29. RETIREMENT

A. Retirement

Miscellaneous Employees Tier 1 and Tier 4 Retirement Plan. Tier 4 members are all Stanislaus County employees whose service commenced on or before June 30, 1980 and who were active Tier 1 members on March 9, 2002. The current retirement benefit for Tier 4 members of the bargaining unit first employed prior to June 30, 1980 is approximately two percent (2%) at age 55 (per Government Code Section 31676.14), with

final average salary calculated on the employee's highest consecutive twelve (12) months of service.

Tier 1 members are all Stanislaus County employees who left County service prior to the time of the conversion (March 9, 2002), deferred their Tier 1 service, then returned to County service on or after January 1, 2011. The current retirement benefit for Tier 1 members of the bargaining unit most recently employed after January 1, 2011 is approximately two percent (2%) at age 57 (per Government Code Section 31676.12), with final average salary calculated on the employee's highest consecutive twelve (12) months of service.

Miscellaneous Employees Tier 3. Tier 3 was available from April of 1986 and was closed to new hires in March of 2002. There is no member contribution in Tier 3. The retirement benefit is based on a formula that uses age at retirement, total service credit, highest average monthly compensation in a thirty-six (36) month period (3 years) and the employee's estimated Social Security benefit at age 65.

Miscellaneous Employees Tier 5 Retirement Plan. The current retirement benefit for members of the bargaining unit employed prior to January 1, 2011 is approximately two percent (2%) at age 55 (per Government Code Section 31676.14), with final average salary calculated on the employee's highest consecutive twelve (12) months of service.

Miscellaneous Employees Tier 2 Retirement Plan. The Tier 2 level of retirement benefits was reopened for all newly hired members of the bargaining unit effective January 1, 2011 through December 31, 2012. Tier 2 benefits are established per Government Code Section 316761.1 (approximately 2% at age 61) and final compensation will be based on the average of the highest wages earned in any thirty-six (36) consecutive months.

Miscellaneous 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% at 62) for 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.

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.

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

30. SALARY/ADDITIONAL COMPENSATION

Effective July 1, 2012 the County and AFSCME negotiated a 6% salary deduction and 48 hours of Special Accrued Leave time which was to remain in place until salary restoration was negotiated through the meet and confer process. Effective July 1, 2013 1% of the 6% salary deduction along with a corresponding reduction in SALT of eight hours was restored by the County leaving a 5% salary deduction and 40 hours of SALT to be restored through the meet and confer process. The remaining 5% salary deduction along with a corresponding reduction in SALT will be restored as stated below.

A. Special Accrued Leave time (SALT)

1. 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 special accrued leave time to zero.

2. 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 October 1, 2014 for each Fiscal Year for the entire Fiscal Year. The length of the closure will correspond to the annual SALT accrual. In the event the County chooses office closures the day of December 24, 2014 and December 26, 2014, and the salary restoration schedule will not provide sufficient SALT, any time not covered by SALT will result in employees using vacation and/or approved time off. With Department Head approval, employees may work during periods of approved office closures in limited circumstances to provide required County services.

3. 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.

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), 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.

5. 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.

B. Compensation

Mid-Management Supervisory Bargaining Unit

The County will reduce the current salary deduction from 5% to 2% effective August 9, 2014 along with a corresponding reduction in annual SALT accruals from 40 hours per year to 16 hours per year effective the same day.

The County will eliminate the remaining 2% salary deduction beginning the first full pay period on or after July 1, 2015, along with eliminating the remaining 16 hours of SALT accruals per year effective the same day in July 2015.

Office Worker/Clerical Bargaining Unit, Crafts/Maintenance Institutional Bargaining Unit, Technical Services Bargaining Unit:

The County will reduce the current salary deduction from 5% to 1% the beginning of the first full pay period on or after November 1, 2014, along with a corresponding reduction in annual SALT accruals from 40 hours per year to 8 hours per year effective the same day.

The County will eliminate the remaining 1% salary deduction beginning the first full pay period on or after July 1, 2015, along with eliminating the remaining 8 hours of SALT accruals per year effective the same day in July 2015.

For all bargaining units within AFSCME, the County shall provide a 1% increase to the base salary beginning the first full pay period on or after July 1, 2016.

For all bargaining units within AFSCME, the County shall provide a 3% increase to the base salary beginning the first full pay period on or after July 1, 2017.

C. 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.

The classification of Physical Therapy Assistant/Certified Occupational Therapy Assistant shall receive a 15% equity pay adjustment effective the first full pay period on or after November 1, 2014.

D. Retirement Contributions

The provisions of 414H of the Internal Revenue Code will be applied to retirement contributions.

E. 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:

   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, Supervising Legal Clerk, Account Clerk II/III, Administrative Secretary, Supervising Account Admin Clerk I/II, Stock/Delivery Clerk I/II, Storekeeper I/II, Assistant Cook I/II, Custodial Cook 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 Software Developer/Analyst III shall be paid five percent (5%) additional compensation when assigned to act as project coordinator, including coordinating the work of other Software Developer/Analyst 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.

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.

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.

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.

F. <u>Supervisory Salary Differential</u>

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.

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.

G. 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.

1. Represented employees assigned to work 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.

2. Represented employees assigned to work shifts where 50% or more of the scheduled 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.

3. Eligibility for shift differential is based on the total scheduled hours during the shift, regardless of lunch or break periods, where 50% or more of the scheduled hours fall within the shift differential time periods in 1 and 2 above. For example:

SCHEDULED HOURS	MIDDLE OF SHIFT	SHIFT DIFFERENTIAL PERIOD	TOTAL HOURS IN SHIFT	HOURS BEFORE/AFTER SHIFT DIFFERENTIAL PERIOD	HOURS IN SHIFT DIFFERENTIAL PERIOD	50% OR MORE HOURS IN SHIFT DIFFERENTIAL PERIOD	ELIGIBILITY
8 am – 5 pm	12:30 pm	N/A	9 hours	N/A	N/A	No	Not eligible
9 am – 7:30 pm	2:15 pm	N/A	10.5 hours	N/A	N/A	No	Not eligible
10 am – 8 pm	3:00 pm	3 pm – 11 pm	10 hours	5 hours	5 hours	Yes	5%
11 am – 8 pm	3:30 pm	3 pm – 11 pm	9 hours	4 hours	5 hours	Yes	5%
3 pm – 3 am	9:00 pm	3 pm – 11 pm	12 hours	4 hours	8 hours	Yes	5%
6 pm – 3 am	10:30 pm	3 pm – 11 pm	9 hours	4 hours	5 hours	Yes	5%
6 pm – 4:30 am	11:15 pm	11 pm – 7 am	10.5 hours	5 hours	5.5 hours	Yes	7.5%
9 pm – 6 am	1:30 am	11 pm – 7 am	9 hours	2 hours	7 hours	Yes	7.5%
11 pm – 11 am	5:00 am	11 pm – 7 am	12 hours	4 hours	8 hours	Yes	7.5%
2 am – 11 am	6:30 am	11 pm – 7 am	9 hours	4 hours	5 hours	Yes	7.5%
6 am – 3 pm	10:30 am	N/A	9 hours	N/A	N/A	No	Not eligible

The middle of the scheduled shift, regardless of lunch or break periods, determines which shift differential time period the shift may be eligible for. To determine the middle of the shift, take the total scheduled hours and divide by two. Then add that number to the start time of the

shift. This time (middle of the shift) determines which shift differential time period would be paid if eligible.

For example:

8 a.m. to 5 p.m. is a total of 9 hours. 9 hours divided by 2 equals 4.5 hours. 8 a.m. plus 4.5 hours is 12:30. This shift is not eligible for any shift differential pay.

10 a.m. to 8 p.m. is a total of 10 hours. 10 divided by 2 equals 5 hours. 10 a.m. plus 5 hours is 3 p.m. This shift is eligible for the 3 p.m. – 11 p.m. shift differential. 10 a.m. to 3 p.m. is 5 hours and 3 p.m. to 8 p.m. is 5 hours so 50% or more hours fall within the shift differential period so 5% would be paid for the entire shift.

11 p.m. to 11 a.m. is a total of 12 hours. 12 divided by 2 equals 6 hours. 11 p.m. plus 6 hours is 5 a.m. This shift is eligible for the 11 p.m. – 7 a.m. shift differential. 11 p.m. to 7 a.m. is 8 hours and 7 a.m. to 11 a.m. is 4 hours so 50% or more hours falls within the shift differential period so 7.5% would be paid for the entire shift.

H. 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.

I. 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 service 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.

J. 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.

K. 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

L. 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.

M. Classification Study - Medical Biller Pay

The parties agree to meet and confer on the creation of a classification series for Medical Biller. The parties agree to meet to start this process within 45 days of the approval by the Board of Supervisors of the agreement between the County and AFSCME.

The Accounting Supervisor in the Health Services Agency (H.S.A.) Central Business Office (CBO) shall be eligible to receive a total of 5% assignment pay if they possess a current Certified Professional Coder (CPC) certificate, and/or Certified Evaluation and Management Coder/Auditor (CEMC) certificate, and/or Certified Physician Practice Manager (CPPM) certificate, and/or Certified Professional Compliance

Officer (CPCO) certificate. The employee must possess one or more of the above listed certificates and the certificate must be relevant to the performance of their job. The assignment pay will be effective only during the duration of the classification study.

Account Clerk III positions in the Health Services Agency (H.S.A.) Central Business Office (CBO) shall be eligible to receive a total of 5% assignment pay for the possession of a Certified Professional Coder (CPC) certificate. This pay shall only be granted if the employee is performing the work of a Medical Biller. The assignment pay will be effective only during the duration of the classification study.

31. SEVERABILITY

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

32. 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.

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.

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.

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 cash out 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.

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.

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.

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.

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.

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.

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.

K. Sick Leave Incentive Program

The County agrees 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

33. 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.

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.

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.

D. Crime Analyst Technician/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.

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 Eyewear

All AFSCME represented bargaining units that wear prescription glasses and are required to wear safety eyewear while on the job will be reimbursed for the purchase of prescription safety glasses or goggles. Reimbursement will not exceed one hundred twenty dollars ($120.00) annually for single or double correction. The County agrees to evaluate the current market cost of prescription glasses and submit it to the County Safety Board for review.

34. 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.

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.

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.

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)

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.

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.

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.

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.

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.

H. Holiday Pay

Employees working on a designated County holiday as outlined below (Section 35-I) will receive compensation for such work at the rate of time-and-one-half pursuant to the overtime payment policies of the County for each hour worked on the holiday, up to the maximum value of the individual holiday. Hours worked on a holiday beyond the maximum value of the individual holiday shall not be paid at the time-and-one-half rate.

I. 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 4th 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.
- Every Friday preceding a Saturday which falls on January 1, July 4, or November 11.

*In regards to the four-hour Christmas Eve holiday, when Christmas Eve falls on a Saturday or Sunday, those employees required to work a full shift (i.e., 8, 10 or 12 hours) on Christmas Eve will be credited

with four hours of vacation. Holiday credit will not be given if an employee is on vacation or sick when Christmas Eve falls on a Saturday or Sunday.

35. 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.

36. 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.

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.

37. 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.

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.

38. 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.

Attachment A
Bargaining Unit Classifications as of April 24, 2014

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

Union Code	Bargaining Unit		Classification		Job Code
5	Mid-Management/Supervisory		Sr Engineering/Surveying Tech		080500
5	Mid-Management/Supervisory		Sr Env Health Spec		080700
5	Mid-Management/Supervisory		Sr Hazard Material Spec		081100
5	Mid-Management/Supervisory		Sr Resource Management Spec		079400
5	Mid-Management/Supervisory		Sr Road Mntc Worker		082200
5	Mid-Management/Supervisory		Sr Software Developer/Analyst		009800
5	Mid-Management/Supervisory		Sr Systems Engineer		009700
5	Mid-Management/Supervisory		Staff Serv Analyst		083600
5	Mid-Management/Supervisory		Staff Serv Coordinator		099100
5	Mid-Management/Supervisory		Storekeeper II		084500
5	Mid-Management/Supervisory		Supv Acct Admin Clerk I		085300
5	Mid-Management/Supervisory		Supv Acct Admin Clerk II		085400
5	Mid-Management/Supervisory		Supv Appraiser		085100
5	Mid-Management/Supervisory		Supv Auditor Appraiser		074800
5	Mid-Management/Supervisory		Supv Custodial Cook		038400
5	Mid-Management/Supervisory		Supv Janitor		085700
5	Mid-Management/Supervisory		Supv Legal Clerk I		082600
5	Mid-Management/Supervisory		Supv Legal Clerk II		083100
5	Mid-Management/Supervisory		Supv Mntc Engineer		085900
5	Mid-Management/Supervisory		Supv Public Administrator		086600
5	Mid-Management/Supervisory		Supv Radiologic Tech		086200
5	Mid-Management/Supervisory		Victim Services Program Coord		089900
8	Office Worker/Clerical		Account Clerk II		000600
8	Office Worker/Clerical		Account Clerk III		000700
8	Office Worker/Clerical		Accounting Tech		001100
8	Office Worker/Clerical		Admin Clerk I		024800
8	Office Worker/Clerical		Admin Clerk II		088100
8	Office Worker/Clerical		Admin Clerk III		088200
8	Office Worker/Clerical		Admin Secretary		084300
8	Office Worker/Clerical		Emer Serv Tech		036200
8	Office Worker/Clerical		Legal Clerk I		016200
8	Office Worker/Clerical		Legal Clerk II		088300
8	Office Worker/Clerical		Legal Clerk III		016300
8	Office Worker/Clerical		Legal Clerk IV		016400
8	Office Worker/Clerical		Med Records Clerk		061500
8	Office Worker/Clerical		Stock/Delivery Clerk I		035100

Union Code	Bargaining Unit		Classification		Job Code
8	Office Worker/Clerical		Stock/Delivery Clerk II		098600
8	Office Worker/Clerical		Storekeeper I		084700
9	Crafts/Maintenance/Institutional		Asst Cook I		038500
9	Crafts/Maintenance/Institutional		Asst Cook II		038300
9	Crafts/Maintenance/Institutional		Custodial Cook		028800
9	Crafts/Maintenance/Institutional		Equipment Mechanic		036700
9	Crafts/Maintenance/Institutional		Equipment Serv Tech		036800
9	Crafts/Maintenance/Institutional		Heavy Equip Mechanic		042500
9	Crafts/Maintenance/Institutional		Housekeeper/Custodian		043500
9	Crafts/Maintenance/Institutional		Lab Helper		051000
9	Crafts/Maintenance/Institutional		Landfill Equip Oper I		094900
9	Crafts/Maintenance/Institutional		Landfill Equip Oper II		094800
9	Crafts/Maintenance/Institutional		Landfill Equip Oper III		094700
9	Crafts/Maintenance/Institutional		Maintenance Engineer I		084000
9	Crafts/Maintenance/Institutional		Maintenance Engineer II		057500
9	Crafts/Maintenance/Institutional		Maintenance Engineer III		057600
9	Crafts/Maintenance/Institutional		Maintenance Mechanic		057800
9	Crafts/Maintenance/Institutional		Multilith Operator		065000
9	Crafts/Maintenance/Institutional		Park Aide		070500
9	Crafts/Maintenance/Institutional		Park Mntc Worker I		072000
9	Crafts/Maintenance/Institutional		Park Mntc Worker II		072100
9	Crafts/Maintenance/Institutional		Park Mntc Worker III		072200
9	Crafts/Maintenance/Institutional		Road Mntc Worker I		078800
9	Crafts/Maintenance/Institutional		Road Mntc Worker II		078900
9	Crafts/Maintenance/Institutional		Road Mntc Worker III		079000
9	Crafts/Maintenance/Institutional		Sr Multilith Operator		080900
B	Technical Services		Ag/Weights & Meas Insp I		002100
B	Technical Services		Ag/Weights & Meas Insp II		079900
B	Technical Services		Ag/Weights&Meas Insp III		087200
B	Technical Services		Agricultural Assistant I		000800
B	Technical Services		Agricultural Assistant II		000900
B	Technical Services		Application Specialist I		009912
B	Technical Services		Application Specialist II		009911
B	Technical Services		Application Specialist III		009910
B	Technical Services		Appraiser I		002900
B	Technical Services		Appraiser II		003000
B	Technical Services		Appraiser III		093400
B	Technical Services		Appraiser Tech		002800
B	Technical Services		Asst Planner		007200

Union Code	Bargaining Unit		Classification		Job Code
B	Technical Services		Auditor-Appraiser I		099400
B	Technical Services		Auditor-Appraiser II		099300
B	Technical Services		Auditor-Appraiser III		099800
B	Technical Services		Building Inspector I		014100
B	Technical Services		Building Inspector II		014000
B	Technical Services		Building Inspector III		014200
B	Technical Services		Cadastral Technician I		091900
B	Technical Services		Cadastral Technician II		092000
B	Technical Services		Clinical Lab Asst I		024100
B	Technical Services		Clinical Lab Asst II		024300
B	Technical Services		Crime Analyst		026700
B	Technical Services		Crime Analyst Tech		026600
B	Technical Services		Deputy Public Guardian I		010700
B	Technical Services		Deputy Public Guardian II		032100
B	Technical Services		Deputy Zoning Enf Offcr		032700
B	Technical Services		Eligibility Worker III		036100
B	Technical Services		Engineering Aid I		036300
B	Technical Services		Engineering Aid II		036400
B	Technical Services		Engineering Technician		036500
B	Technical Services		Env Health Spec I		037700
B	Technical Services		Env Health Spec II		037600
B	Technical Services		Env Health Spec III		037500
B	Technical Services		Env Tech		037300
B	Technical Services		Family Services Specialist I		052500
B	Technical Services		Family Services Specialist II		052600
B	Technical Services		Family Services Specialist III		052700
B	Technical Services		Family Services Specialist IV		052800
B	Technical Services		Fire Prevention Specialist I		053600
B	Technical Services		Fire Prevention Specialist II		053700
B	Technical Services		Fire Prevention Specialist III		053800
B	Technical Services		Forensic Autopsy Technician		035850
B	Technical Services		Fraud Tech		038900
B	Technical Services		Hazard Material Spec I		040400
B	Technical Services		Hazard Material Spec II		040300
B	Technical Services		Hazard Material Spec III		040200
B	Technical Services		Interviewer I		091000
B	Technical Services		Interviewer II		091100
B	Technical Services		LVN I		056500
B	Technical Services		LVN II		056600

Union Code	Bargaining Unit		Classification		Job Code
B	Technical Services		LVN III		056700
B	Technical Services		Med Investigator		060500
B	Technical Services		Milk & Dairy Inspector I		064400
B	Technical Services		Milk & Dairy Inspector II		064500
B	Technical Services		Milk Tech		064700
B	Technical Services		Nursing Asst		067100
B	Technical Services		Orthopedic Asst		069500
B	Technical Services		Paralegal I		070100
B	Technical Services		Paralegal II		070200
B	Technical Services		Paralegal III		070300
B	Technical Services		Physical Therapy Asst		074700
B	Technical Services		Resource Mgt Spec I		078300
B	Technical Services		Resource Mgt Spec II		078500
B	Technical Services		Resource Mgt Spec III		078600
B	Technical Services		Right Of Way Agent		078400
B	Technical Services		Software Developer I		009812
B	Technical Services		Software Developer II		009811
B	Technical Services		Software Developer/Analyst III		009810
B	Technical Services		Staff Serv Tech		083700
B	Technical Services		Systems Engineer I		009711
B	Technical Services		Systems Engineer II		009710
B	Technical Services		Systems Technician I		009713
B	Technical Services		Systems Technician II		009712
B	Technical Services		Therapist Aid		087700
B	Technical Services		Victim Advocate I		090000
B	Technical Services		Victim Advocate II		090100
B	Technical Services		Zoning Enf Offcr		089700

ATTACHMENT B

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:

<u>Within Stanislaus County Partners-in-Health Local Service Area</u>

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

<u>Outside Stanislaus County Partners-in-Health Local Service Area</u>

- 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:

In-Network SCPH and Anthem	Out-of-Network Anthem
$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:

SCPH and Anthem
$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.

ATTACHMENT C

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.