MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF STANISLAUS AND LOCAL 521, SOCIAL SERVICES UNION, SEIU REPRESENTING THE COMMUNITY AND HEALTH SERVICES 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 Local 521, 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

Jody Hayes
Assistant Executive Officer

Pete Duenas
Senior Management Consultant

Keira Vink
Management Consultant

Christi Golden
Human Resources Manager - BHRS

JoAnn Sarhad
Human Resources Manager - DCSS

Brandi Welsh
Human Resources Manager - CSA

FOR LOCAL 521:

Jason Thompson
SEIU Local 521

Kate Selover
Member

Karyn Clark
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not available to sign
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Steve Giblin
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SIGNED: MAY 12, 2015

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1. PREAMBLE

This Memorandum of Understanding (MOU), hereinafter referred to as "Agreement", is entered into between the COUNTY OF STANISLAUS, hereinafter referred to as the "County", and Service Employees International Union, SEIU LOCAL 521, hereinafter referred to as the "Union". This MOU incorporates by this reference all appendices and/or side letters attached.

2. TERM OF THE AGREEMENT

This Agreement and any provisions thereof shall remain in full force and effect for the period commencing 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 process over the renewal of this Agreement.

3. EMPLOYER-EMPLOYEE RELATIONS MATTERS

A) Scope of Bargaining

The County recognizes the Union as the exclusive bargaining representative concerning wages, hours and other terms and conditions of employment for all full-time, regular and probationary employees, and any employee occupying an allocated position in the classifcations comprising the Community and Health Services designated bargaining Unit "A."

The Union represents all regular part-time employees working a minumum of twenty-two (22) hours per week and occupying a budgeted position, who are in the above mentioned bargaining unit. The Union agrees that no extra-help positions are represented.

B) No Discrimination

The parties agree that the provisions of this agreement shall be applied without favor or discrimination based upon race, ancestry, religion, color, age, national origin, political affiliation or belief, physical or mental disability, medical condition, pregnancy related condition, sex, marital status, sexual orientation, or genetic history. The parties agree to recognize, respect, and support the County's commitment to nondiscrimination in employment as set forth in the County's Equal Employment Opportunity Program. The Union agrees to encourage its members to assist in the implementation of that program.

The Union shall fairly represent all employees in the represented unit without regard to race, ancestry, religion, color, age, national origin, political affiliation or belief, physical or mental disability, medical condition, pregnancy related condition, sex, marital status, sexual orientation, or genetic history, job classification, or

employment status, and in compliance with the law. The County acknowledges and agrees that it shall not discriminate or take adverse action against employees because they are members of the Union, participate in lawful activities or exercise their right to Union representation.

C) Compliance with the Americans with Disabilities Act (ADA)

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

D) Union Lists

On or about the first of each month, the County will provide to the Union, a current list of members of the bargaining unit by department and classification. The list shall include, but not be limited to, new hire(s), termination(s), promotion(s), demotion(s), transfer(s), listed by full name, home address, home telephone, employee number, department and classification.

Upon written request by the Union, the County will provide to the Union a current list of changes within it's represented unit. That list will include, but not be limited to, the employee's name, home address, home telephone, employee number, department and classification.

The Union agrees to take all due precautions to insure that any information provided will be used only for representation and will not be used in any manner so as to harm the confidentiality or right of privacy of employees. The Union agrees to indemnify, defend and hold harmless the County, its employees and agents against damages, or claims of whatever nature arising out of the Union's control and use of representation lists.

E) Bulletin Boards

The County shall provide adequate space for bulletin boards to post informational materials, wherever there are bargaining unit employees.

F) Continuing Other Policies

The parties agree that the County's Reduction-in-Force Policy, Grievance Procedure, Equal Employment Opportunity Grievance Procedure, Discipline Policy, sick leave, vacation, holiday and retirement policies in effect immediately prior to the commencement of this agreement shall remain in effect during the term of this

agreement unless amended by these provisions or subsequent agreement of the parties.

The personal property damage reimbursement policy of the County will also remain in effect during the term of this agreement with the understanding that it is not intended to cover reimbursement for normal wear and tear and that any and all disputes arising out of the process will be resolved through the County's grievance procedures.

G) Deduction for Committee on Political Education (COPE)

Members of the bargaining unit may voluntarily authorize the County Auditor-Controller to deduct a specific amount of money, separate from Union dues, each pay period for the Union's Committee on Political Education (COPE). The deduction shall be in accordance with the requirements of the Auditor-Controller. 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 deduction from employees paychecks.

H) Union Security

1) Agency Shop

Employees covered by this Memorandum of Understanding shall, as a condition of continuing emp1oyment: (a) become and remain members of the Union; or (b) pay to the Union a service fee in lieu thereof; or (c) pay a sum equal to the service fee to the United Way of Stanislaus County in lieu thereof.

Any employee hired by the County subject to this Memorandum of Understanding shall be provided through the employee's department or agency with a notice advising the employee that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either: (1) join the Union, (2) pay a service fee to the Union, or (3) pay a sum equal to the service fee to the United Way of Stanislaus County. Such notice shall include a form for the employee's social security number and signature authorizing the payroll deduction. Said employee shall have five (5) working days to fully execute the authorization form of his/her choice and return said form to Agency/Department Payroll. If the form is not comp1eted properly and returned to Agency/Department Payroll within five (5) working days, the County Auditor-Controller shall commence and continue a payroll deduction from the regular biweekly paycheck of such employee. These funds shall be paid to the Union as a service fee in lieu of Union membership.

The effective date of Union dues, service fee deductions or charitable contribution of such employees shall be the beginning of the first pay period of employment.

Membership in any SEIU local union other than Local 521 is permissible, but will not affect the employee's obligation to become and remain a member of Local 521 or to pay a service fee or charitable contribution in lieu of such membership to such union.

Any employee who objects to joining or financially supporting employee organizations shall not be required to financially support the Union. Such employee, in lieu of a representation service fee, shall instruct the County in writing, with a copy to the Union, to deduct and pay a sum equal to the representation service fee to the United Way of Stanislaus County.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of authorized deduction. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over union deductions.

The Union shall submit copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the County Chief Executive Officer annually. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Section at Union headquarters.

The County shall deduct Union dues, service fees or charitable contributions from employee's pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. The County shall also provide a list of all persons making charitable deductions.

When an authorized agent of the County is served with written notice by a concerned unit employee or employees, or by the Union that a dispute exists between such unit employee or employees and the Union involving claimed violation of employee rights with respect to (1) representation service fee expenditures or obligations by the Union, or (2) employee exemption pursuant to paragraph 4, the County shall thereafter deposit such disputed dues or fees in an interest bearing escrow or comparable account pending final resolution of the dispute, and shall so advise in writing the employee or employees and the Union. The County shall not be obligated to take any other or further action pending final resolution of the dispute. Final resolution as used in this subdivision shall mean resolution of the dispute by

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

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

The accretion of classifications and/or employees to the bargaining unit of this Memorandum of Understanding shall not require an election herein for the application of this Agency Shop provision to such classifications and/or employees. The recognition of newly-established bargaining units and inclusion of same bargaining unit covered by this Memorandum of Understanding shall also not require an election herein for the application of this Agency Shop provision to such units.

2) Dues Deduction/Maintenance of Membership

The County shall deduct Union membership dues using an appropriate authorization form and will forward such deduction to the Union pursuant to current policy. 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 deduction from employees' paychecks.

All employees who voluntarily elect to be dues paying members of the Union, through biweekly payroll deductions, shall continue to pay dues until such time as a window period for withdrawal from voluntary dues deduction is offered. The parties agree that the window period for withdrawal from participation in voluntary dues deduction shall be during the full calendar month of June each year. During this period, the employee shall have the right to withdraw from the Union by submitting a signed, written statement to the Auditor-Controller. The statement must be received and date stamped by the Auditor-Controller during the window period of June 1 through June 30 of each year in order for the deduction to be discontinued. The County shall assume no responsibility for drop letters which the employee contends were sent to the Auditor-Controller and not received and thereby subsequently not acted upon and such occurrences shall not be subject to the grievance procedure. Employees are advised to submit their withdrawal notice by certified mail. The discontinuance of payroll deductions shall be effective with the earliest pay period after June 30th of each year as determined by the Auditor-Controller.

The File of withdrawal letters shall be available for review by the Union Senior Field Representative or his designee through August 31. If a dues

paying employee transfers to another argaining unit, the employee shall not be required to continue the dues deduction.

The Union shall hold the County and its officers and employees, including but not limited to the County Auditor-Controller, harmless for following the instructions contained in such dues deduction authorizations and withdrawals.

3) Distribution of Union Information

The parties agree that the Union shall not be unreasonably denied the right to distribute information to employees of the bargaining unit in keeping with procedures agreed upon between the Union representatives and Department Heads. Such procedures shall not interfere with County operations and shall not involve direct distributions to individuals during working hours. Subject to the above conditions, the procedures which may be agreed upon include use of employee mail boxes or slots, break rooms or rest areas, or distribution to employees outside of working hours and, for distribution to employees in work areas outside of Modesto, the use of the County mail system.

The Union agrees to send to the Chief Executive Officer a copy of any Union flyer, newsletter or any other document to be posted on bulletin boards or otherwise distributed for Union member's or bargaining unit information.

I) Union Communications

The parties agree that the Union shall be permitted to provide communication material four (4) times per year utilizing County e-mail through the appropriate authority identified by the Chief Executive Office.

J) Paychecks

Upon implementation of this agreement the County will no longer distribute paper advice payroll notices for those employees currently utilizing direct deposit. Payroll advice notices will be distributed electronically through e-mail. Exceptions will be made to those employees without computer access.

K) Internet Access

Employees represented by the Union may use the County Internet e-mail to provide an electronic link with the Union. The Employee must provide their e-mail address to the Union to receive coorespondance. The Union shall not use the County Internet e-mail to send non-Union related mail, broadcast a broad appeal for Union membership, marketing goods, advertising, social events or solicitations. Employees shall not be disciplined or penalized for receiving or sending Union related e-mail. This e-mail provision does not supersede, but is in addition to current County e-mail policies. The Union acknowledges that e-mail and facsimile correspondence is not privileged or confidential and may be subject to review by management at any time.

L) Labor-Management Committees

The parties agree that periodic meetings between representatives of the Union and the County can prove helpful in discussing items of mutal concern and maintain communication between the County, it's employees and the Union.

The committee shall be comprised of a representative from the Chief Executive Office, Department Heads or designees, Union Staff and two (2) union members from each Department appointed by the Union. It is acknowleged that either side may have additional representatives as needed.

These meetings do not replace the meet and confer obligations required under the law.

Departmental Level
Scope of issues to be discussed inlcude, but not limited to:
Operational issues
Department policy changes
Safety
Staffing
Equipment
Update/Communication
Employee matters (not specific to an individual employee)

County Level
Scope of issues to be discussed inlcude, but not limited to:
County policy
Update/communication
MOU issues
Issues across departments

M) No Strike

The Union agrees and acknowledges, that strikes, sick-ins, slow-downs or other forms of work stoppages or disturbances are detrimental and not in keeping with the responsibility of the Union and its members to insure that high quality service is provided to the people of the County. Any such actions are also a violation of County ordinances. The Union and its members agree not to sanction, support, condone, or engage in any such actions directly or indirectly during the term of this agreement. The County agrees that there shall be no lock out during the term of this agreement.

N) Union Staff Access

Union staff shall have the right to enter work sites during working hours for the purpose of ascertaining that the provisions of this MOU are being observed and, to meet with members and/or officers and stewards. Such access shall occur after

notification to the Department Head, Human Resources Manager or designee. Department Heads or their designees shall not unreasonably deny such access. Union staff agrees not to disrupt or interfere with County operations.

O) Union Employees Representatives

The parties agree that twenty-five (25) stewards may be selected by the Union. The location-department where stewards are assigned shall be determined by the Union.

Stewards shall be allowed reasonable time off with pay during the normal working hours to assist in the resolution of grievances, to participate in fact-finding interviews related to discipline, or to investigate allegations that the terms of this agreement are not being met in their respective departments and divisions. Stewards shall obtain prior approval from their Department Head or designee for such time off and such approval shall not be unreasonably denied. No more than one (1) steward may be on release time on any given issue/grievance. By mutual agreement, the parties can agree to increase the number of stewards to the bargaining unit. Stewards shall not interfere with County operations.

The Union shall file with the Chief Executive Office a list of all stewards within thirty (30) days of the date of signing this agreement and shall thereafter advise the Chief Executive Officer in writing of any changes within thirty (30) days of the effective date of such changes.

Each Union employee representative shall be allowed eight (8) hours annually of County paid release time to attend training on the duties mentioned above.

Release time for this training shall not result in overtime and flextime may be used.

P) Attendance at Meeting – The Union President

The County employee who serves as president of the Union shall be given reasonable time off with pay to consult with management representatives to promote greater communication between the parties, or to be present at hearings or meetings on behalf of any bargaining unit employee. This time may be in addition to time spent during the meet and confer process. Use of this time shall not be for internal Union organizing purposes nor shall this time interfere with County operations.

Q) 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.

R) Personnel and Human Resources

1) Probationary Period

Employees hired into the represented unit shall be required to serve a probationary period of one (1) year starting from the date of appointment. Upon the successful completion of the probationary period, an employee shall be granted permanent status unless the probationary period is extended. The probationary period of an employee may be extended beyond the one (1) year period, but not in any instance shall this period exceed an additonal six (6) months, for a total of eighteen (18) months. An employee absent without pay exceeding fifteen (15) calender days shall cause the probationary period to be extended by the number of calender days of such absence.

2) Access to Official Personnel Files

The parties agree that the County Chief Executive Office policy, as found in Tab 29 of the County Personnel Policy and Procedure Manual, on access by an employee to the contents of his or her official personnel file maintained by the Chief Executive Office will continue. That policy provides that upon request, an employee may review the contents of his or her official file and be provided with a copy of any materials in that file. With the written consent of the employee, a designated representative of the employee may review the contents of the file.

3) Access to Department Personnel Files

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

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

4) Adverse Material

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

The County will meet and confer upon request from SEIU during the term of this agreement to consider proposals for changes in Section 3.R(4), regarding adverse materials in personnel files.

S) Employee Rights

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Employees shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the County. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

T) Work Time Reporting Requirements

Both parties agree to the importance of having accurate reporting of work time entered on timesheets or into the electronic timecard system in order to ensure:

1. The data necessary for the accurate and timely payment of wages is collected;
2. Compliance with appropriate governmental regulations; and
3. The required supporting documentation is maintained.

Employees are required to report all time worked on timesheets or into the electronic timecard system. This includes entering time-in and time-out for each work day. For timekeeping purposes, time-in is the time you begin work and time-out is the time you break from work for a meal period or leave work for the assigned day or shift. The payroll system allows for employees to enter actual start and end times to the minute and this would be the expectation for all employees when reporting time on timesheets or into the electronic timecard system.

When evaluating employee attendance, actual start and stop times will be used.

The parties further agree to meet and confer on an upgrade to the electronic payroll system to allow for rounding of time for payment purposes in accordance with the Fair Labor Standards Act (FLSA).

U) 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.

V) Social Worker Workload and Classificiation Analysis

Stanislaus County and the Community Services Agency (CSA) agree to review the Social Worker classification series to evaluate a restructuring of the classification series to include a new classification level requiring a Master's in Social Work with commensurate experience. The parties agree to meet and review this classification analysis to determine if a recommendation should be made to the County's Board of Supervisors regarding any Social Worker classification changes. The goal of any proposed classification changes would be to assist CSA in recruitment, retention, training and workload distribution.

In addition, the parties agree to continue to work with SEIU in evaluating the workoad of CSA Social Worker staff. Workload analysis shall include, but is not limited to: current mandates, court expectations, new mandates, and the number of cases handled by Social Workers. The goal of the continued joint workload analysis shall be to strengthen CSA's commitment to Healthy Communities by determining if any improvements can be made in the workload, determine how to best meet mandates, determine if the workload is consistent among each Social Worker classification level, and support the ongoing morale of the Social Workers.

If by March 15, 2015 the parties have not reached a mutual agreement, the parties agree to utilize the services of a mediator from State Mediation Services if requested by either party.

4. CONTRACTING SERVICES

The County agrees to notify the Union at least forty-five (45) days in advance of contracting out positions which are currently filled by employees in the bargaining unit. The Union will notify the County of its desire to excersise its right to meet and confer on the impacts contracting out would have on the Union's represented employees.

5. WAGES – INCREASES – DIFFERENTIALS

A) Salary

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.

The County shall provide a 1% increase to the base salary beginning the first full pay period on or after July 1, 2016.

The County shall provide a 3% increase to the base salary beginning the first full pay period on or after July 1, 2017.

The County shall increase the salary band of the Clinical Pschologist classification by 2.5% effective the first full pay period on or after November 1, 2014 and by an additional 2.5% effective the first full pay period on or after July 1, 2015.

The County shall increase the salary band of Physican Assistant and Senior Physican Assistant by 5% at each step effective the first full pay period on or after November 1, 2014.

The County shall increase the salary band of Physical Therapist I/II/III and Occupational Therapist I/II/III by 15% for each step effective the first full pay period on or after November 1, 2014.

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 aseparate 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 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 avested 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) <u>Librarian Lead Differential</u>

Librarian I/IIs acting as branch leads who are assigned supervisory responsibilities, including evaluations, shall receive five percent (5%) assignment pay when performing in such capacity.

C) Library Assistant Lead Differential

Library Assistant I/IIs acting as branch leads in libraries without librarians who are assigned supervisory responsibilities, including evaluations, shall receive five percent (5%) assignment pay when performing in such capacity.

D) Field Training Officer Pay

The parties acknowledge the implementation of a new Field Training Officer (FTO) program for Community Service Officers in the Sheriff's Department. Community Service Officers formally assigned additional FTO duties will be compensated an additional 1.5% assignment pay for each hour performing the additional duties of an FTO. Employees will be assigned FTO duties at the sole discretion of the Sheriff or designee.

E) Custodial Facility Assignment Pay

An employee in the classification of Community Services Officer assigned to perform work at the Jail, Women's Facility or Honor Farm shall be paid, in addition to regular salary, a custodial facility assignment pay of ten percent (10%). The custodial assignment pay shall be prorated on a per shift basis.

F) Incentive Pay for Work In The Residential Programs – Behaviorial Health and Recovery Services

Employees assigned to work in the Community Emergency Response Team or in the Stanislaus Recovery Center of the Department of Behavioral Health and Recovery Services, shall be compensated five percent (5%) as an incentive for work performed in either of the two (2) facilities. The classifications of Behavioral Health Specialist, Clinical Services Technician, Mental Health Clinican shall also be eligible for this compensation when assigned to the Sheriff's custodial facilities and the Stanislaus County Juvenile Hall.

G) Assignment Pay for Social Workers In Emergency Response At Community Services Agency

Due to unique expectations of emergency response assignments, any Social Worker assigned by Management to perform emergency response field investigations as their primary assignment in the Adult Protective Services Unit (daytime positions) or the Emergency Response Unit in Child Protective Services shall be paid an assignment pay of 5% above their base pay. Employees will be assigned to Emergency Response at the sole discretion of the Director of the Community Services Agency or designee. The assignment pay will start the first full pay period following the employee's start in the unit and will end the day the assignment ends.

H) Shift Differential

Unless otherwise specified, all members of the bargaining unit holding a classification assigned to the Community and Health Services bargaining unit who are assigned to regularly scheduled shifts during the time periods as specified herein shall be eligible to receive shift differential.

Employees assigned to work a shift, 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.

Employees assigned to work a shift where 50% or more of the scheduled hours fall between11:00 p.m. and 7:00 a.m. shall receive additional compensation of seven and a half percent (7.5%) for the entire work shift.

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

Employees in the classifications of Animal Services Officer I/II and Senior Animal Services Officer shall be eligible for pm shift differential when regularly assigned to work a split day shift and pm shift assignment in accordance with current MOU and County Code provision. Shift differential shall only be compensated for the shifts actually worked within the hours that meet the requirement for shift differential compensation.

I) Bargaining Unit Classifications

Animal Care Specialist I–II –III
Animal Service Officer I–II
Behavioral Health Advocate
Behavioral Health Specialist I–II
Child Support Officer I–II
Clinical Lab Scientist I–II–III
Clinical Psychologist
Clinical Service Technician I–II
Collector
Community Health Worker I–II –III
Community Service Officer
Conservator Investigator
Epidemiologist
Family Practice Physician
Health Educator
Librarian I–II
Library Assistant I–II
Mental Health Clinician I–II–III
Pharmacist
Physical/Occupational Therapist I–II–III
Physician Assistant
Psychiatric Technician
Psychiatrist
Public Health Nutritionist I–II
Recreational Therapist
Security Officer
Social Services Assistant
Senior Physician Assistant
Social Worker I–II–III–IV
Special Investigator I–II
Veterans Service Representative

J) Administration

1) The parties agree that the County salary policy applied to an employee dismissed during probationary service from a position to which he or she had been demoted, promoted or transferred, will be clarified as follows: Such an employee's salary shall be returned to the same step in the appropriate salary range as had been held prior to the promotion, demotion or transfer. Employee salary review date, if applicable, shall be adjusted by the equivalent number of months during which an employee did not hold the classification to which he or she is returning. (County Code Section 3.23.030) For example, if an employee received a step increase on January 1st, promoted to a new classification on April 1st and then demoted back to their previous classification on September 1st, he/she would receive three months credit toward their next step increase. The three months would reflect the time period between their step increase on January 1st and their promotion to a new classification on April 1st.

2) Employees shall be eligible for advancement to the second step of their salary range on their anniversary date after one (1) year of continuous service at the first step. Eligibility for advancement to subsequent salary steps will thereafter be based on one (1) year of satisfactory continuous service at the prior step until the employee reaches the maximum step of appropriate salary range. (County Code Section 3.24.030)

K) Salary On Promotion

The County shall continue to guarantee a five percent (5%) minimum salary increase on promotions in accordance with the existing practice with the following exception: promotions of less than five percent (5%) could occur when the salary step of the classification the employee is being promoted to is $.06 or less per hour than the full five percent (5%) minimum.

L) Certificate Pay

Employees in the classifications of Pharmacist and Chief Pharmacist shall be paid an additional five percent (5%) when they receive and maintain their Doctor of Pharmacy degree.

Employees in the classification of Clinical Laboratory Scientist I/II/III who possess dual licenses of Public Health Microbiologist and Clinical Lab Technologist shall receive an additional compensation of five percent (5%).

Employees in the classification of Behavioral Health Specialist, Clinical Services Technician, Psychiatric Technician and Behavioral Health Advocate shall be paid an additional three percent (3%) when they receive and maintain Alcohol and Other Drug (AOD) Certification through one of the qualifying organizations recognized by the California Health and Human Services, Department of Health Care Services.

M) Alternative Work Schedule

With the concurrence of the Department Head or his/her designee, and in consideration of the individual assignment, department needs, and the nature of the specific schedule proposed, employees shall be eligible to work alternative/flex schedules/telecommuting.

Employees may request to work a flexible schedule or to modify a current flexible schedule with written notice to the department head or designee. Employees working a flexible schedule will be provided no less than four weeks notice prior to the department altering their flexible schedule (other than short-term changes to accommodate business needs). Flexible schedules should be evaluated no less than annually in order to confirm the schedule continues to meet the needs of both the employee and/or the department.

Behavioral Health and Recovery Services will offer a flextime work schedule to full-time hourly employees when it is in the best interest of the organization and the employee. Management shall retain the right to designate a work schedule for any particular function if necessary to maintain the efficiency and integrity of the organization.

Community Services Agency will implement flextime work schedules in accordance with the County Flextime policy. Information regarding the specific programs identified for flexible work schedules will be communicated to all department employees in July 2012 and implemented on a phased approach starting in August 2012.
The County will meet and confer upon request from SEIU to discuss proposals for expanding flexible work schedules in the Health Services Agency.

N) On-Call Pay

Unless otherwise specified herein, on-call compensation for bargaining unit employees formally assigned by the Department Head to remain available to return to work shall be compensated at the rate of $4.00 per hour for each hour of on-call service performed. On-call compensation is discontinued when an employee physically reports to a work location and is receiving call-back pay. Employees handling work related telephone calls while on-call will be compensated in accordance with the call-back pay provisions of this agreement (Section N).

On-call duty is mandatory for Social Worker IV's in Child & Family Services Division, Emergency Response Unit; and for Social Worker II's and III's in Adult Services. The Community Services Agency will allow qualified social workers to volunteer for after hours on-call work. If no volunteers are found, then the social workers will be assigned to cover on-call shifts and can broker his/her shift for coverage by another qualified social worker while the calendar is in draft form. Once the on-call schedule is finalized permission is needed from an Emergency Response supervisor to approve any shift coverage changes.

O) Call-Back Pay

1) Employees Required to Report to a Work Location

Employees required by their Department Head or designee to physically return to work who are off duty or in an on-call status shall be paid at an overtime rate of no less than two hours. 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 callback, but rather a continuation of the overtime work. 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 callback.

If an employee is called in within two hours of the start of their regular scheduled work shift, the employee will receive call-back pay up until the start of their regular scheduled work hours.

2) Employees Not Required to Report to a Work Location

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

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

P) Clinical Laboratory Scientist Issue/License Renewal

1) Clinical Laboratory Scientist IIIs shall be given eight (8) hours per month away from their regular assignment, in order to complete their State mandated administrative duties.

2) The County shall reimburse employees in the classification of Clinical Laboratory Scientist I/II/III the cost of renewal of their State of California license.

3) The Health Services Agency shall obtain a professional membership in ASCP and ASM in order that these organizations' professional journals may be available in the Hospital Library for use by the Clinical Laboratory Scientists.

6. BENEFITS

A) 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 applicable to the State of California and have a Declaration of Domestic Partnership filed with the California Secretary of State.

B) Health Insurance Agreement

Employee health (medical, dental and vision) insurance benefits are negotiated under a separate meet and confer through implementation process between the County and all represented employee bargaining units. A copy of the health agreement is attached to this agreement.

C) Supplemental Insurance

SEIU may offer one supplemental insurance benefit program to represented employees through a payroll deduction. Materials and marketing will be conducted by direct mail to SEIU employees only and will not be distributed utilizing County resources. Employees are encouraged to contact their union representative for additional information.

7. CONTINUING EDUCATION TIME

The parties agree the Physician Assistants and Senior Physician Assistants are eligible for paid continuing education leave in an amount not to exceed thirty-two (32) hours of paid leave time per calendar year, pro-rated for new employees hired during the year. Senior Physician Assistant and Physician Assistant continuing education time earned in one (1) year may be carried over for a period not to exceed the end of the next calendar year. Other than the one (1) year carry-over, continuing education leave time is non-cumulative. This benefit shall remain unchanged for the life of the agreement unless modified through the meet and confer process; and shall not be affected by the results of bargaining with another employee organization.

The classification of Pharmacist, Dietitian, Public Health Microbiologist, and Clinical Laboratory Scientist I, II, and III, shall be eligible for not more than twenty-four (24) hours of paid educational leave per calendar year, prorated for new employees hired during the year. Continuing education for employees assigned to these classes is non-cumulative.

The parties agree that Mental Health Clinicians II (MHC II) shall be eligible for paid education leave for training in the amount not to exceed thirty-two (32) hours in a two (2)

year period. Employees will only be eligible for paid education leave after they have first made every attempt to satisfy training requirements by taking appropriate on-site classes for CEU's.

Special Investigators at CSA maintain their Peace Officer Standards and Training (POST) Certificate as long as the employee remains employed at CSA. CSA supports Special Investigator I/IIs who request to attend the optional POST Requalification Course (136 hours) once every three years. Special Investigators will be scheduled for POST Certificate training within the existing County's and CSA's Travel Policies. Training will be scheduled to meet CSA's business needs. The Special Investigator shall work with the Special Investigations Unit Manager for appropriate travel approvals and scheduling.

The parties agree that Psychiatrists shall be eligible, on an annual basis, for paid education leave for Continuing Medical Education (CME) training in an amount not to exceed forty (40) hours and will be eligible for up to $1,000.00 for CME related reimbursable expenses. Only the CME training time and/or the applicable, related travel that is completed during regular scheduled working hours, (typically Monday through Friday, 8:00 a.m. to 5:0 p.m.) will be eligible. (Note: Weekend CME activity including travel will not be considered work time and will not count towards compensatory time off or overtime.) Application for CME training, including home study courses, etc., shall be made to, and is subject to advance approval by, the Medical Director and verification of the completed CME hours will be required. All CME related reimbursements must adhere to the standards provided in the County Travel Policy.

Requests to use paid education leave time must be made on approved department forms. When paid education leave time is coded on a timecard the employee will attach documentation showing proof of attendance. Documentation must include an agenda from the class attended or description of the class attended AND one of the following:

- a copy of the completion certificate
- a receipt from the class attended
- a receipt from a home study course that includes the number of hours completed

Application for paid continuing education time shall be subject to scheduling approval by the Department Head or designee. The Department Head or designee will thereafter respond to the request within fourteen (14) calendar days. Employees have the choice of the program to attend.

Departments may offer Continuing Education Units (CEU's) during department sponsored trainings for all other classifications requiring CEU's to maintain employee certification and/or licensure requirements (e.g., Behavioral Health Specialist, Clinical Psychologist, Clinical Service Technician, etc.). Employees may also request vacation time to attend non-department sponsored trainings to obtain CEU's. Every consideration will be made to approve the vacation request taking into consideration client care and business need.

8. FULL UNDERSTANDING

It is the understanding by the parties that these provisions fully set forth the agreement of the parties in matters of wages, hours and terms and conditions of employment as herein specified. The parties agree that these understandings may be amended by subsequent negotiations between the parties as a result of meeting and conferring.

9. HOLIDAYS

A) Dates Observed

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

Only the immediate days of mourning or holiday declared by the President of the United States and the Governor of California will be considered as holidays observed by the County.

Every Monday following a Sunday which falls on January 1, July 4, November 11 or December 25.

Every Friday proceeding a Saturday which falls on January 1st, July 4th, or November 11th.

B) Christmas Eve

The designated four (4) hour holiday on Christmas Eve shall apply to employees working a regular night shift assignment of 11 p.m. - 7 a.m. by the granting of time off or, at the option of the County, by crediting of four (4) hours of vacation time to the records of affected night shift employees.

C) Time and One Half for Certain Holidays

The County agrees that any work performed by bargaining unit members on County designated holidays shall be compensated consistent with current policy, and an additional half time compensation shall be granted for up to 4 hours on Christmas Eve and up to 8 hours on all other designated holidays.

D) Social Worker Emergency Response on Holidays

On-call Social Workers performing backup duties in the Emergency Response Unit for the Community Services Agency will receive equivalent vacation time credit when in an on-call status when a holiday falls on a weekday. Further, on-call Social Workers will not receive call-back pay at time and one half for work performed during the hours of 8 a.m. and 4 p.m. on a holiday that falls on a weekday.

10. IMPLEMENTATION OF IRS CODE SECTIONS

A) Effective the start of the first pay period in March 1991, the County implemented the mandatory premium conversion plan under Section 125 of the Internal Revenue Code.

B) Effective in June 1991, the County conducted an open enrollment for all represented employees in the bargaining unit to participate in the Dependent Care Assistance Plan and the Medical Expense Reimbursement Program at a monthly cost to each employee. This open enrollment period was provided to cover the remainder for participation in these programs once each year for the following calendar year participation.

C) Implementation of IRS Code Section 414 (h2) dealing with the employer "pick up" of the employee's retirement contribution became effective June 1, 1986.

11. JURY DUTY

The parties agree that the County's current Jury Duty policy will remain in effect with the addition that if an employee assigned to work a p.m. or night shift (as such shifts are defined in the Salary and Position Allocation Resolution) is required to perform jury duty, the following policy will apply:

An employee who works on the night shift or the p.m. 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 make- up of any hours owed to the County equal to the difference between the hours of actual jury duty services plus reasonable travel time and the hours of work following the jury duty service for which the employee was excused. This make-up of work shall not be compensable as overtime.

12. LEAVES OF ABSENCE

A) The parties agree that the County's leave of absence policy will remain unchanged during the life of this agreement with the exception that leaves of absence without pay may be approved for probationary employees. Further, as a condition for a leave

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 a person has an intervening leave of absence during the probationary period.

B) The parties agree that employees may request leaves of absence for educational purposes and that such request will be duly considered under general County leave of absence procedures. (Amended 10-26-93)

C) Parties agree that the County amend Section 3.36.030 of the County Code by adding the following sub-section: The granting of any leave of absence without pay or other time off without pay exceeding fifteen (15) calendar days shall cause the employee's date of eligibility for increase vacation accrual rates under this section to be postponed by the equivalent number of months to the nearest number of months for which the leave is granted based on the number of calendar days in such leave.

D) Any leave of absence without pay or other time off without pay exceeding fifteen (15) calendar days, shall cause the employees anniversary date to be postponed.

E) The parties agree that the County will administer the Family Medical Leave Act (FMLA) and the California Family Rights Act in accordance with applicable laws and County policies. FMLA allows for eligible employees up to a total of 12 work weeks of unpaid protected leave of absence time during a 12-month period. For information, employees should contact their department payroll clerk or the CEO-Risk Management Division.

13. AUTOMATIC RESIGNATION

The parties agree that an employee who is absent without authorization and without contacting his or her supervisor for three (3) consecutive working shifts, or longer, will be presumed to have voluntarily resigned from County service, effective on the date at which the unauthorized absence began. The provisions of Ordinance Code Section 3.28.120 (Petition to Set Aside Resignation) shall apply.

Effective upon Board Approval, the parties agree that the employee can request within 30 days of his/her resignation a meeting, or present a written petition to his/her Department Head, to have his/her resignation set aside prior to his/her appeal to the hearing board. Should the Department Head make a determination to set aside the resignation, the employee would no longer need to appear in front of the hearing board. Employees utilizing the opportunity to meet with his/her Department Head will still need to follow the provisions in Ordinance Code Section 3.28.120.

14. BEHAVIORAL HEALTH AND RECOVERY SERVICES - EMERGENCY SERVICES

The County agrees to immediately meet with the Union should any changes to the methods of compensation of Behavioral Health and Recovery Services Emergency Services employees working the fifty-six (56) hour schedule be agreed to for the Registered Nurses Bargaining Unit.

15. BILINGUAL CERTIFICATION PAY

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

Certified bilingual employees required to use their bilingual skills within the course of employment will be granted bilingual certification pay. Additional compensation of $0.85 per hour will be paid to eligible certified bilingual employees effective the first full pay period following the certification date. Bilingual employees who are not receiving bilingual certification pay will not be subject to discipline for declining to use bilingual skills in the course of employment. Bilingual certification pay may be removed when the employee is no longer required to use their bilingual skills within the course of employment.

16. DISCIPLINE AND GRIEVANCE PROCEDURE

The parties recognize the County practices progressive discipline. The parties agree that the employee has a right to Union representation at an investigatory interview that the employee reasonably believes may lead to disciplinary action.

A) 3.28.010 Causes for Discipline

An employee in the classified service who has permanent status shall be subject to the disciplinary action pursuant to this chapter. Each of the following shall constitute cause for discipline:

a) Omission or willful misrepresentation of a material fact or other fraud in securing employment;
b) Incompetence;
c) Inefficiency;
d) Inexcusable neglect of duties;
e) Insubordination;
f) Dishonesty;
g) Improper use of drugs, including (1) drunkenness on duty, (2) use of drugs while on duty, (3) incapacitation for proper performance of duties by prior use of drugs. The term "drugs" shall mean controlled substances as defined in Division 10

(commencing with Section 11000) of the California Health and Safety Code, and shall also mean alcohol;

h) Unexcused absence from duty, including but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow-downs;
i) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this subsection;
j) Discourteous treatment of the public or other employees;
k) Willful disobedience;
l) Misuse of County property;
m) Inconsistent, incompatible or conflicting employment, activity or enterprise;
n) Violation of a departmental rule;
o) Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the employee's department or employment. (Prior code § 2-240).

B) 3.28.020 Notice of Intended Discipline. Includes modified MOU language)

Prior to discharging, suspending or reducing a permanent employee in rank or compensation for disciplinary purposes, the Department Head or designee shall:

a) Review the proposed action with the Personnel Director;
b) Prepare and serve a written notice reviewed by County Counsel to inform the employee of the intended action, the reasons therefor, and the right to respond to the Department Head intending to impose the discipline. The notice shall identify the materials on which the action is based with sufficient certainty as to permit inspection of them by the employee;
c) The employee, given notice of intended disciplinary action, may within seven (7) days after service of the notice, respond to the Department Head either orally or in writing. The employee shall not be entitled to a formal hearing with examination of witnesses but he/she may present statements by himself/herself, written statements of any witness and other documentary material. He/she may be represented by another in presenting his/her response. The Department Head shall fairly and impartially consider the employee's response and shall thereafter: (1) impose the intended disciplinary action; (2) notify the employee that the intended disciplinary action will not be imposed; or (3) amend the charges. In the event the Department Head substantially amends the intended charges or punishment, he/she shall be given another notice as provided in subsection B of this section. (Ord. CS 557 § 39, 1994; prior code § 2-241).

C) 3.28.030 Notice of Action and Appeal (Includes modified MOU language)

In the event of 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/she shall serve upon the employee an order in writing stating (A) the nature of the disciplinary action, (B) the effective date of the

action, (C) the causes therefor, (D) the specific acts or omissions upon which the causes are based, stated in ordinary and concise language and (E) the right of the employee to appeal. The employee acted against may, within seven (7) days after 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 and shall be filed with the Personnel Director. The Personnel Director shall forthwith transmit the order and appeal to the employee disciplinary proceedings hearing board for hearing. The hearing board shall, within a reasonable time of the filing of the appeal, commence the hearing thereof, and shall notify the interested parties of the time and place of hearing at least five (5) days in advance thereof. (Prior code § 2-242).

D) 3.28.040 Amendment of Order

At any time before the hearing, the Department Head may file with the employee disciplinary proceedings hearing board an amended or supplemental order, which shall be served upon the employee. The hearing board shall afford the employee a reasonable opportunity to prepare his defense to the amended or supplemental order but he shall not be entitled to file a further answer unless the hearing board in its discretion so orders. Any new charges shall be deemed denied by the employee. At any time before the matter is submitted for decision, the hearing board may order or permit amendments to the order or answer.

The hearing board may offer amendment of the order after submission of the case for decision. Each party shall be given notice of the intended amendment and opportunity to show that he/she will be prejudiced thereby unless the case is reopened to permit the introduction of additional evidence. If such prejudice is shown, the hearing board shall reopen the case to permit the introduction of additional evidence. (Prior code § 2-243).

E) 3.28.050 Notice or Order Service

Whenever reference is made in this chapter to service of any notice or order, such service shall be accomplished either by handing a copy thereof to the employee or by mailing a copy to the employee at his/her last known address by registered or certified mail. It shall be presumed that a properly addressed letter is served on the day following the day on which the letter was mailed. The Department Head shall promptly furnish the Personnel Director with a copy of each notice or order and a statement showing by whom, the manner and the date the notice or order was served. (Prior code § 2-244).

F) 3.28.060 Hearing Board and Hearing Officer

The Chairman of the Board of Supervisors shall appoint a three (3) member disciplinary proceedings hearing board to hear appeals pursuant to this chapter. The hearing board shall consist of a member of the State Bar of California, who shall act

as chairman, a County Department Head and an employee. Proposed members shall be selected as follows:

The Personnel Director shall submit the name of a member of the State Bar of California who shall not be a member of the County service.

The Personnel Director shall submit the name of a head of a department of the County. Upon the request of the Personnel Director, each recognized employee organization shall, within five (5) working days, nominate a permanent full-time employee of the County, and the Personnel Director shall submit the name of the employee chosen by lot, provided that if a recognized employee organization fails to nominate an employee, the Personnel Director shall do so. In the event the appellant is from the same department as a member of the appeal board, the Personnel Director shall submit another name for appointment to replace such member for that case only. The term of each member shall end on December 31st of each year, but a member shall continue to act on any appeal filed before that date. Two members of the appeal board shall constitute a quorum, provided, however, that the Personnel Director or the chairman of the appeal board may request the temporary appointment

of a member to replace a member who is or will be unavailable on the scheduled hearing date.

Upon written agreement of the County and the appellant made at any time before the hearing board is convened, the appeal shall be heard and decided by the chairman of the appeal board as a hearing officer. The rules and procedures set forth in this chapter for hearing by a hearing board shall also apply to a hearing by a hearing officer. (Prior code § 2-245).

G) 3.28.070 Hearing Rules

At a hearing, both the appealing employee and the Department Head whose action is reviewed shall have the right to be heard publicly, to be represented by counsel and to present evidentiary facts. The parties may agree to a hearing closed to the public, and the hearing board may at any time exclude any person who may be a witness in the case 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 in state courts. In arriving at a decision, the hearing board may consider any prior County disciplinary action including any letters of reprimand filed with the County Chief Executive Office. The hearing board shall make an official decision affirming, modifying, or revoking the order. The decision shall contain findings of fact which may be stated in the language of the pleadings or be referenced thereto. A copy of the written decision shall be transmitted to the Department Head and the Personnel Director. The Personnel Director shall serve a copy of the decision upon the employee, and shall notify the employee that the time within which judicial review must be sought is governed by California Code of Civil Procedure Section 1094.6. A

copy of the decision shall be placed in the employee's personal history file. The decision of the hearing board shall be final. (Prior code § 2-246).

H) 3.28.080 Immediate Termination

Notwithstanding the provisions of Section 3.28.020, the Department Head may discharge a permanent employee without prior notice if immediate termination is essential to avert harm to the County or to the public. In such case, the notice of discharge shall inform the employee of his/her right to reconsideration by the Department Head who shall follow the procedures of Section 3.28.020, and where appropriate shall follow the procedures of Section 3.28.030. (Prior code § 2-247).

I) 3.28.090 Measures Pending Final Determination

The Department Head may, while intended disciplinary action is pending, and with prior review by the Personnel Director and the Chief Executive Officer, take one (1) or more of the following measures:

a) Defer the imposition of the punishment until the final order of the hearing board;

b) Place the employee on leave of absence with compensation;

c) With the concurrence of any Department Head involved, require the employee to perform such duties as may be assigned in the same or another County department with no reduction in compensation. Reassignment without the consent of the employee shall not exceed a period of ninety (90) days if accusations against the employee are under investigation, but such assignment may continue until the action becomes final if the employee has been given notice of discharge;

d) Suspend the employee without pay if accusations against the employee are under investigation, and the accusations are such that, if true, immediate removal is essential to avert harm to the County or to the public, provided: (1) the employee shall be accorded the rights provided by this chapter, and may appeal the order of suspension to the hearing board at any time during the period of suspension; (2) the period of suspension without compensation shall not exceed forty-five (45) days; (3) that in the event the employee is not served with notice of intended charges during the period of suspension, the employee shall be reinstated in County service as of the initial date of suspension; (4) that in the event the punitive action taken against the employee does not result in termination of employment, the employee shall be restored to County service for the period of the preliminary suspension and any disciplinary suspension or reduction in rank or compensation ordered or approved by the hearing board shall commence on or after the date of the punitive action by the Department Head. The Department Head may discontinue an employee's leave of absence with compensation or his

suspension without compensation giving the employee forty-eight (48) hours' notice in writing to return to duty. (Ord. CS 557 § 40, 1994; prior code § 2-248).

J) 3.28.100 Maximum Suspension

No disciplinary suspension shall be imposed for any period exceeding forty-five (45) days and the order of suspension shall expressly state, in addition to the reasons therefor, the date of the commencement and expiration of suspension. (Ord. CS 107 § 1, 1985: prior code § 2-249).

K) 3.28.110 Hearing Procedure

The hearing shall proceed as follows:

a) The hearing board may adopt rules of procedure. The Personnel Director shall be ex officio secretary to the hearing board, and the Personnel Director shall be authorized to issue subpoenas, make necessary orders and administer oaths in connection with the proceedings of the hearing board. Any person failing to obey a subpoena, or subpoena duces tecum, or to be sworn and testify, shall be deemed to be in contempt of the hearing board and the hearing board shall have the power to take such proceedings and impose such punishment thereof as may be taken by the Board of Supervisors pursuant to Title 3, Division 2, Part 2, Chapter 1, Article 9 (Sections 25170 through 25176) of the Government Code.

b) The Personnel Director shall cause the proceedings to be recorded by any method he finds to be appropriate. Any person may purchase all or part of the record provided the request therefor is made within ninety (90) days of the date of service of the final decision of the employee, the Department Head or the Personnel Director shall have a right to purchase a transcript of a hearing held in closed session. A request for the record shall be accompanied by payment of the estimated cost thereof as determined by the Personnel Director, and the person making the request shall be obligated to pay the full cost prior to delivery of the transcript.

c) The burden of proof shall be on the head of the Department issuing the disciplinary order. The quantum of proof required to sustain such action shall be preponderance of the evidence.

d) At the hearing the employee may be examined under Section 776 of the California Evidence Code. Failure of the employee to appear at the hearing or failure to testify if called as a witness, shall be deemed a withdrawal of the employee's appeal and the action of the Department Head shall be final.

e) The hearing board may affirm or revoke the action taken by the Department Head or may modify such action to a less severe punishment. The hearing

board may order the employee returned to his/her position either as of the date of the punitive action by the Department Head or as of such later date as the hearing board may specify. If the hearing board shall revoke or modify the order of the Department Head, the appealing employee shall be granted forthwith all rights and privileges pertaining to County service in accordance with the order of the hearing board. (Ord. CS 557 § 41, 1994; prior code § 2-250).

L) 3.28.120 Petition to Set Aside Resignation

In the event a person claims his resignation was given by reason of mistake, fraud, duress, undue influence, or that for any other reason it was not his/her free and voluntary act, he/she may submit a written petition to the Personnel Director to set aside his/her resignation and such petition shall be treated in the same manner as an appeal from an order for discharge; provided, however, that no such petition shall be considered by the Hearing Board unless it is filed with the Personnel Director within thirty (30) days after (A) the last date upon which services to the County are

rendered; or (B) the date the resignation is tendered to the appointing power, whichever is later. (Prior code § 2-252).

M) Binding Arbitration by an Outside Arbitrator in Lieu of Section 3.28.060 Hearing Board and Hearing Officers of the Stanislaus County Discipline Ordinance

<u>Submission of the Disciplinary Appeal to the Hearing Board or Hearing Officer</u>

The parties agree that the employee and the recognized employee organization 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 officers 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 or seeks representation outside of the recognized employee organization.

1) Submission of the Disciplinary Appeal to Binding Arbitration

(a) <u>Notice of Action and Appeal</u> - 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/she 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 recognized employee organization, 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.

(b) Selection of Arbitrator - If the recognized employee organization elects to have the disciplinary proceeding heard by an Arbitrator, the Arbitrator may be selected by mutual agreement between the Director of Personnel and the employee organization. However, should the parties fail to mutually agree on an Arbitrator, they shall make a joint request of the State Conciliation and Mediation 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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 and the Director of Personnel. The Director of Personnel shall cause to be served a copy of the decision upon the employee. Service by mail at the employee's last known address shall be sufficient for purposes of this section. A copy of the decision shall be placed in the employee's personal history file. The decision of the Arbitrator shall be final and binding on both parties.

(g) Non-Employee Organization Representation - In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the recognized employee organization, the 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. GRIEVANCE PROCEDURE

Procedure for Settling Grievances

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 exercises 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, County ordinance, 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 set of the Government Code or the County's Employee Relations Ordinance. 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. 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 affirmative action or involving allegations of employment discrimination will be handled pursuant to the County's Equal Employment Opportunity Grievance Procedure.

D) Representation - In presenting and resolving grievances, employees may represent themselves on County time, 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 supervisors that a grievance is present and explain it to the immediate supervisor no later than fifteen (15) working days after he/she becomes 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 10 (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 the Chief Executive Officer. Such a written grievance, signed by the employee shall set forth the facts at issue, the relief sought and the time of occurrence of an alleged incident or violations precipitating the grievance. The supervisor shall thereafter further investigate and consider the grievance and deliver 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 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 Chief Executive Officer - At any point in this procedure after filing a written grievance or complaint, the Chief Executive Officer may offer, or either party may request, the non-binding advisory opinion verbally or in writing of the Chief Executive Officer concerning resolution of the grievance or complaint.

5. Grievance Appeal - If the employee wishes to appeal the Department Head's decision, he may do so, in writing to the Chief Executive Officer within ten (10) working days after receipt of the Department Head's decision. The Chief Executive Officer shall thereafter conduct an informal hearing, and any other meetings or investigations as are appropriate in his judgement. 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 shall be delivered to the employee within fifteen (15) working days after receipt of the appeal. The decision of the Chief Executive Officer shall be the final step in the County's procedure

for settling grievances except in the case of an elected Department Head, the decision of the Chief Executive Officer may be appealed by the Department Head to the Board of Supervisors within ten (10) working days after receipt of the decision.

18. BINDING ARBITRATION

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 exercises of these rights

in good faith be available to all County employees, (except as herein provided) without fear of reprisal or coercion.

A) Definitions:

1) Grievance - A grievance is defined as an employee initiated allegation that a term or condition of employment established by State Law, County Ordinance, 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 County's Employee Relations Ordinance. This grievance procedure shall not apply to matters within the scope of applicable Federal or State grievance procedures.

2) Complaints - 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.

3) Grievances - Appeals from disciplinary actions or grievances alleging violation of the County's policies of equal employment opportunity or affirmative action 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.

4) 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.

5) 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.

B) 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 or should become aware of the issue. The immediate supervisor

shall thereafter hear, and decide the matter informing the employee of the decision orally within seven (7) working days.

2) Written Grievances - If the grievance is not resolved through informal discussion, the employee may within seven (7) working days from the date of the supervisor's informal decision, submit a written grievance to said supervisor with a copy submitted to the Department Head and the Director of Personnel. Such a written grievance, signed by the employee shall set forth the facts at issue, the relief sought and time of occurrence of any alleged incident or violations precipitating the grievance. The supervisor shall thereafter further investigate and consider the grievance and deliver a written decision to the employee within seven (7) working days after receiving the grievance.

3) Department Head Review - If the grievance is not resolved by the written decision of the supervisor, the employee may request in writing within seven (7) working days after delivery of prior written decision that the grievance be reviewed by the Department Head. If such a request is received, the Department Head or his/her designee shall conduct such meeting(s) with the employee, informal hearings or investigations as are appropriate in his/her judgment and deliver to the employee a written decision within seven (7) working days after receipt of the review request.

4) Advisory Opinion of Director of Personnel - At any point in this procedure after filing a written grievance or complaint, the Director of Personnel may offer, or either party may request, the non-binding advisory opinion verbally or in writing to the Director of Personnel concerning resolution of the grievance or complaint.

C) Grievance Appeal - If the employee wishes to appeal the Department Head's decision, he/she shall do so in writing to the Director of Personnel within ten (10) working days after receipt of the Department Head's decision. The employee may elect to submit the grievance for final decision to the Chief Executive Officer. If the

employee is represented by the recognized employee representative of the assigned bargaining unit, through the elected representative only, the grievance may be submitted for Binding Arbitration. Within the specified time period the employee and/or the elected representative as specified herein, shall specify in writing to the Director of Personnel whether the grievance should be submitted to the Chief Executive Officer or Binding Arbitration. The decision to utilize Binding Arbitration shall be the prerogative of the recognized employee organization only, with the employee's concurrence; access to only one (1) of the two (2) procedures for the purpose of resolving the alleged grievance shall be given the employee(s); the option of procedure utilized shall be binding and irrevocable upon the employee and the employee's recognized employee organization; and the procedure utilized shall be limited to grievances only as defined in Section II, Subsection A "Definitions, Grievance" herein, excluding complaints.

D) 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, in lieu of Binding Arbitration, 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. 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.

E) Submission of the Grievance Appeal to Binding Arbitration - If the employee wishes to appeal the Department Head's decision and elects to not refer the matter to the Chief Executive Officer for final resolution, the employee may through the recognized representative of the employee's assigned bargaining unit only, elect Binding Arbitration by writing to the Director of Personnel 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.

F) 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 grievant's recognized representative of the assigned bargaining unit. However, should the parties fail to mutually agree on an Arbitrator they shall make a joint request of the State Conciliation and Mediation 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.

G) 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 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.

H) Arbitration Expenses Shares - 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 only 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.

I) 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, County Ordinance, 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 law, County Ordinance, Board 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.

J) Binding Decision - The decision of the Arbitrator shall be binding upon the employee, the employee's duly recognized employee organization 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.

K) 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.

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

19. ORIENTATION

Upon hire and subsequent notice to the Union, new hires shall be allowed to meet with their Union stewards within the first 30 days after the above notice. The meeting shall occur during work time and the duration shall not exceed 15 minutes for either party.

The County agrees to meet and confer regarding future changes to the orientation process, including the option to include a Union presentation with any online orientation functionality.

20. OVERTIME

Unless otherwise provided, overtime will be paid in compliance with the minimum standards of the Fair Labor Standards Act with the following exceptions:

All SEIU bargaining unit members shall be compensated at an overtime rate of time and one half of the employee’s 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 40-hour minimum. Paid time off in the form of jury duty or military leave shall be considered time “worked” for the purspose of meeting the 40-hour minimum in calculating overtime eligibility.

Also, holiday time off shall be considered as time "worked" when the offices were closed **for a County approved holiday in which the employee receives holiday pay** and employees were not given the option to continue working.

21. PERFORMANCE EVALUATION

Performance evaluations should be completed for regular and full-time employees on a yearly basis, but shall not cover work performed over a time period greater than one (1) year and will normally be 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 shall still be completed by the supervisor.

Performance evaluations should include written comments. Any performance evaluation containing "Excellent," "Unsatisfactory," or "Needs improvement" ratings must contain written comments supporting the ratings. The individual completing the evaluation is responsible for advising the employee of:

A) Any work-related deficiency shall be brought to the attention of the employee as soon as possible;
B) Remedies, if applicable to correct such deficiency;
C) Provide reasonable assistance to help the employee overcome such deficiency; and
D) Provide prompt counseling between formal performance evaluations for employee's performance below expectations.

Performance evaluations shall have a place for the employee's signature and date. An employee's signature shall indicate that he/she has received a copy of and read the evaluation. No evaluation shall be placed in an employee's file before the employee has received a copy. Employees may attach written comment or respond to issues addressed in the evaluation. Comments or responses shall be placed in the employee's personnel file with a copy given to the supervisor by the employee.

22. REDUCTION-IN-FORCE

Whenever in the judgment of the Board of Supervisors, it becomes necessary in the interest of economy or because the necessity for a position no longer exists, the Board of Supervisors may abolish a position or classification, and if necessary, reduce personnel by laying off employees without the filing of disciplinary charges and without granting the employee the right of appeal except as accorded in these provisions. In reducing the number of employees every effort will be made to avoid displacing existing employees by allowing voluntary demotion or transfer to vacant positions. In laying off employees in the Classified Service the order of separation shall be based upon seniority as herein specified.

A. Alternatives to Layoffs

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

B. Order of Separation

Employees in the same classification and department shall be separated considering type of appointment and total continuous seniority with the least senior employee in any category of appointment being the first separated and with tied seniority scores broken as provided herein.

The sequence of separation by appointment types shall be:

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

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

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

C. Reduction-in-Force Seniority Procedure

In calculating total continuous service for the County, those records which are maintained by the Chief Executive Office shall be utilized. However, should there be a challenge to the validity of the calculations or cases of equal or near equal seniority, the Chief Executive Office may utilize such payroll or other records which may be on file with the Auditor-Controller's Office or other department.

Continuous Service Defined

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

Employees on approved leaves of absences without pay, catastrophic leave (donated time) or unpaid suspension shall retain seniority accumulated before the leave of absence. The first 60 calendar days on the unpaid leave, catastrophic leave or suspension will be included in the seniority score

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

I. Re-employment

For a period of eighteen (18) months from the effective date of layoff no regular position in the affected classification in the department involved shall be filled without first providing employees possessing rights to re-employment with an opportunity to be rehired. During the period of April 6, 2010 through June 30, 2012, the parties have agreed to extend re-employment rights to three (3) years.

Re-employment lists shall be in inverse order of lay-off with the most senior employee from amongst those laid-off rehired first. Such re-employment would be at the same salary step or the salary range assigned such classification and with the same seniority as the employee had earned at the time of layoff. Benefits paid out at the time of separation such as vacation or sick leave may be bought back at employee expense. Written notice of the re-employment opportunity shall be sent by certified mail to the last known-address of the former employee by the Department Head or designee. The former employee shall have fourteen (14) calendar days to respond to the notice.

J. Administrative Decisions

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

K. Special Circumstances

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

L. Appeals

Persons subject to layoff or demotion under these provisions may appeal to the Chief Executive Officer any allegation of error, fraud, irregularity or bias in the application of the reduction-in-force procedures. Any appeal submitted shall include the basis for the appeal.

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

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

Shall the affected individual wish to appeal the Chief Executive Officer's decision he/she may request a hearing with the Hearing Board established pursuant to Stanislaus County Ordinance Code 3.28.060 within seven (7) days of receipt of the Chief Executive Officer's decision. The appeal shall be filed with the Chief Executive Office Human Resources Division. The Chief Executive Office Human Resources Division shall forthwith transmit the appeal request to the Hearing Board. The Hearing Board shall within a reasonable time from the filing of the appeal, commence the hearing thereof and shall notify the interested parties of the time and place of the hearing at least five (5) days in advance thereof.

At the hearing, both the appellant, and the County shall have the right to be heard publicly, to be represented by Counsel and to participate in the appeal process including presenting evidentiary facts. In certain situations in which an affected employee is disputing the seniority calculation of another employee both the affected employee who is disputing the seniority calculation and the employee whose seniority is being questioned may have the right to be present at the hearing subject to agreement from the affected labor organization and the County. The parties may agree to a hearing closed to the public and the Hearing Board may at any time exclude any person who may be a witness in the appeal under consideration. The hearing shall be informal and the Hearing Board shall not be bound by any of the

rules of evidence governing trial procedure and State courts. The Hearing Board shall render a written decision, copy of which shall be transmitted to the Chief Executive Officer. The Chief Executive Officer shall serve a copy of the decision upon the appellant. The decision of the Hearing Board shall be final.

Relevant provisions in Chapter 3.28.060 and 3.28.070 of the Ordinance Code of Stanislaus County shall govern the hearing process.

M. Sick Leave Cash Out Provisions

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

N. Unrepresented County Employees

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

23. REST PERIODS - BREAK

Each Department Head is empowered to grant employees in his/her department rest periods during the working hours of the day, such rest period not to exceed fifteen minutes in any four (4) consecutive hours of work. (Prior code 2- 203 (I))

Rest Periods or “breaks” are intended to improve work performance by providing some relaxation during a period of concentrated effort. Therefore, breaks are not to be used at the beginning or end of a four (4) hour work period in order to extend the lunch hour or leave the work place early. It also follows that break-time may not be accrued; a break missed or skipped is not time-off available for later use. Short rest and stretch breaks, of five (5) minutes or less are recommended after each hour of continuous, repetitive work, such in the a use of a computer keyboard.

Lunch – An unpaid lunch break of at least one-half hour must be taken during each workday of six (6) hours or more. A lunch break need not to be taken for a workday of only six (6) hours, upon mutual agreement of the employee and the supervisor.

24. RETIREMENT BENEFITS

The parties agree that the County's retirement benefits will continue to be administered through the Stanislaus County Employees' Retirement Association (StanCERA). Each member's retirement benefit formula is dependent on a variety of factors which may include, but are not limited to, the individual member's: hire date, age of entry into the County's retirement system, and/or reciprocity with another qualified public retirement system.

StanCERA is a public employees retirement system operating under the County Employees Retirement Law of 1937, Government Code Section 31450, et. Seq. and the California Employees' Pension Reform Act (PEPRA). SEIU members with retirement questions should contact StanCERA directly at (209) 525-6393 or via the website at www.stancera.org.

25. SAFETY & LOSS CONTROL

The parties agree to and acknowledge their mutual responsibility to provide a working environment free from unsafe and harmful working conditions. The parties further agree to strive to reduce the number of job connected illnesses and injuries. The Union agrees to support and encourage its members to participate in such safety training as the County may provide or the wearing of such safety equipment as may be required and to adhere to such safety procedures governing the methods of work or equipment as may be required. The County will purchase or reimburse employees for the purchase of any personal safety equipment specifically required by the County in order to comply with CAL-OSHA requirements.

The County and the 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. Safety training is available to all employees and access to such training shall not be unreasonably denied. Any employees handling animal or human bodily fluids for collection or testing shall receive training from a supervisor and/or appropriate professional before being required to administer such tests.

The County agrees to provide direct notification to the 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.

26. SICK LEAVE/BEREAVEMENT LEAVE/WORKERS COMPENSATION

A) Use (3.40.010 County Code)

While in the continuous service of the County, County officers and employees, other than temporary, part-time or seasonal employees, shall be entitled to 3.7 working hours or a proportionately equal number of hours as prescribed in Section 3.32.010 herein of sick leave pay for each biweekly pay period of actual service. Such sick leave with pay can only be granted upon the recommendation of the Department Head in case of bona fide illness of the employee or in the event of serious illness in the employee's immediate family. Immediate family normally means father, mother, husband, wife, son, daughter, sister, brother, grandparents, grandchildren, father-in-law, or mother-in-law; however, for reasons held to be sufficient by the employee's Department Head and approved by the Chief Executive Officer, this definition may be expanded to include others persons with whom the employee had enjoyed a parent or family-like relationship.

The parties have agreed that the definition of immediate family in Section 3.32.010 includes great-grandparents, great-grandchildren, registered domestic partners, current step-children, and current foster children.

In the event of a death in the employee’s immediate family, bereavement leave not to exceed forty (40) working hours may be granted without charge to sick leave. The number of hours granted for bereavement leave will be approved by the Department Head or designee based on the circumstances of the individual bereavement occurance.

Utilization of sick leave for the care of others besides the employee shall be provided consistent with the rights under MOU, State Labor Code Section 233 and Federal law.

B) Certificate Required (3.40.030 County Code)

All employees who claim sick leave with pay, upon return to work after an illness, shall complete a certificate of illness or a form provided by the Department's Personnel Department. 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. The certificate of illness signed by the Department Head shall accompany the monthly payroll, if no certification is received the time away from work shall be charged to either accrued vacation or the employee shall be marked

absent on the payroll. No sick leave will be honored without completion of this form. (Prior code S 2.206 (b)).

C) Injury Received in County Employment (3.40.030 County Code)

Any County officer or employee, other than a temporary, part-time or seasonal employee, who is compelled to be absent from active service as a result of sickness or injury arising out of and in the course of his/her employment, shall be entitled to receive full compensation during the first three (3) calendar days of such absence without sick leave charge. Thereafter, during such absence, he/she shall be entitled to receive compensation equal to the difference between his/her base salary and the weekly compensation benefits received by him/her up to the amount of his accumulated sick leave, vacation, holiday or overtime time, on the basis of pro rate charge to such leave, based on the difference between the employee's base salary and benefits received. Subsequent payment for the first three (3) calendar days shall be payable to the County.

At such time as such leave is exhausted, the employee shall be placed on leave of absence without pay until able to return to active service.

Any employee compelled to be absent as provided in this section shall not lose any earned vacation, holiday or accumulated overtime, if not used, notwithstanding any limitations elsewhere in this title as to the time within which the same may be taken. Such accumulated vacation, holiday or overtime may be taken upon the employee's return to active service, or upon termination of employment, subject to other regulations provided for in this title. (prior code S 2-206 (c)).

D) Exempt Causes (3.40.040 County Code)

This bargaining unit is exempt from County Code Section 3.40.040 (Disallowed Causes).

E) Termination Payment

The following sick leave cashout practice shall apply:

Employees who leave County service as a result of death, disability retirement, or service retirement excluding deferred retirement, shall receive cash for accrued, but unused sick leave on the books at the rate of fifty percent (50%) of the salary equivalent of such sick leave. Employees with more than six (6) years of service as a "regular" employee, shall receive cash for accrued, but unused sick leave on the books at the rate of twenty-five percent (25%) of the salary equivalent of such sick leave upon voluntarily terminating County service for any reason other than retirement as described above. Terminations for cause, regardless of the length of service shall result in zero cashout of accrued sick leave.

Employees in a "regular" employment status for six (6) years or less who terminate County services for all other reasons except due to a reduction-in-force action as provided by the "Reduction-In-Force Policy," including but not limited to deferred retirement, resignation and discharge, are not eligible to receive any cash-out of unused sick leave. Employees with one (1) year of service or more who are laid off due to a reduction-in-force action, shall continue to be eligible for the twenty-five percent (25%) sick leave cashout as provided by existing County policy. (Portion of County Code Section 3.40.050).

Termination of service shall include death, in which event payment shall be made to the person or persons entitled to succeed to the estate of the deceased employee. This section, as amended, shall include all accumulated or unused sick leave acquired while in the service of the County. (Prior code S 2-106 (e)).

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

In addition, any current employee who has accrued time in excess of 600 hours may, upon retirement, consistent with current MOU provision, cashout the amount of time accrued as of January 1, 1995 or the end of the last pay period in October 1994, whichever time is higher. The total sick leave accrual on the date for each employee shall become the employee's individual maximum or cap for sick leave cashout purposes while the employee remains in the continuous employment of the County. For example, if the employee has 1000 hours on the date the cashout maximum takes effect, he or she would be cashed out for fifty (50%) of 1000 hours or 500 hours upon retirement. Any time accrued and in excess of this time will not be subject to cashout.

The purpose of this provision is to place a ceiling on the County's cashout liability for sick leave while maintaining unlimited accrual of sick leave for catastrophic illness. The purpose of sick leave is to continue the employee's salary for as long as sick leave time is available during periods of illness.

F) Policy

The parties agree that sick leave benefits are important employee fringe benefits and that the misuse or abuse of sick leave is improper and adversely affects the large majority of employees whose sick leave use is legitimate.

G) Conversion of Sick Leave Cashout Benefits to Health Insurance Upon Retirement

If the County establishes a program which allows for the conversion of sick leave cashout benefits to cover the cost of health premiums upon retirement, that program

will be made available to members of the Community and Health Services bargaining unit. This program must meet the criteria of the Auditor-Controller for tax purposes.

27. STIPEND PROGRAM

The County shall extend the existing stipend program to members of the bargaining unit. Classifications designated for participation in the program shall be hard to recruit for classifications or classification assignments as recommended by the Department Head and approved by the Chief Executive Officer, with final approval granted by the Board of Supervisors.

The parties agree to a modification to the current provisions of the stipend program. This modification shall provide that upon prior approval, a Library Assistant may participate in the Stipend Program and be appointed to the next available Librarian I vacancy. The parties recognize that some time may pass prior to a vacancy occurring and that even in this case, the employee who has completed his or her MLS will pay the County the time back as required by the program after appointment to the Librarian I position occurs.

The County agrees to meet and confer upon request from SEIU during the term of this agreement to discuss proposed modifications to the Library Stipend Program.

28. TEMPORARY 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 (12) 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.

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.

Employees must meet the minimum requirements of the higher classification. Employees who do not meet the minimum requirements of the higher level classification shall not be required to perform the work in a higher classification. Employees shall not be subject to disciplinary actionfor refusing such assignment based on not meeting the minimum requirements. Out-of-class assignments, must be prior approved by the Chief Executive Officer.

29. TRANSFERS

Interdepartmental Transfers – Employees wanting to be considered for transfer to another department may notify the Chief Executive Office of their desire for transfer. A list of such

employees will be developed on the basis of seniority. When a vacancy occurs, an option will exist for the appointing authority to use the transfer list in filling a vacancy. Upon receiving notice from a department requesting to fill a vacancy, the Chief Executive Office will include the current transfer list with the eligibility list for the department to consider. When the transfer list is used, the appointing authority may reject more senior employees in favor of employees who are demonstratively better qualified on the basis of assignment, related education, training, certification or experience. Superior performance evaluations may also justify selecting a less senior employee.

Intradepartmental Transfer – The purpose of this section is to provide a mutual understanding between the County and the Union of the intradepartmental transfer procedure for employees in the Community and Health Services Bargaining Unit, currently employed at the Community Services Agency, Library, Juvenile Hall, Public Health and Behavioral Health and Recovery Services and the Department of Child Support Services. Intradepartmental transfers are limited to full-time employees currently employed in the same classification as the position available. As vacancies occur, a notice will be posted on bulletin boards and/or be sent to all divisions of the department. Employees must submit a transfer request in writing to their immediate supervisor or Department Head and will be given no less than five (5) days to respond. All qualified employees who have expressed an interest in transferring to the vacant position will be considered. Prior to filling the vacancy, all employees interviewed will be sent notification if the request for transfer has been approved or denied. The assignment of employees for purposes of training, increased operational efficiency, to accommodate elimination of positions or other special circumstances shall be the discretion of the Department Head or his/her designee. This section communicates the philosophy of the County that intradepartmental transfers are encouraged and desirable as a means of filling like, vacant positions. In instances in which extenuating circumstances exist, the Department Head may waive the intradepartmental transfer process. The Department Head and/or the Chief Executive Office will notify the Union when this situation occurs.

During the term of this agreement, the County agrees to meet and confer upon request from the Union on the individual intradepartmental transfer policies, including the process for notifying employees who have not been selected, for the departments listed in Section 29B.

30. UNIFORM ALLOWANCE

The parties agree that the County shall provide a voucher uniform allowance in the amount of $780.00 annually for the classifications of Animal Services Officer I/II and Animal Care Specialist I/II. This amount shall be effective the first day of the month following Board approval of this MOU. New employees shall receive an additional allowance of $200.00. In addition, current employees shall receive a one (1) time $200.00 voucher credit in recognition of the uniform change. Voucher credits shall not accrue from year to year.

The parties agree that the classification of Community Service Officer shall receive a cash uniform allowance of $780.00 annually. This amount shall be paid bi-weekly. New Community Service Officers will receive an additional one (1) time cash allowance of $200.00.

31. VACATION

A) Combining Optional Holiday Time with Vacation

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

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

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

B) Vacation Credit for Holidays

1. 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:

    a) New hire 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;

    b) 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;

    c) Employees on disciplinary suspension without pay will not receive vacation credit for any holiday occurring during the period without pay; or,

    d) 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.

2. Employees who work on a holiday shall receive equivalent vacation time credit. Equivalent vacation time credit shall also apply when a holiday falls on a Saturday for those working Monday through Friday schedules. Employees with less than six (6) 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.

C) Vacation Accumulation Maximum

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

The parties agree that employees who have reached the four hundred fifty (450) hour vacation accumulation maximum shall not accrue any additional vacation time. Accrual of vacation time shall again commence in the pay period that the employee's vacation time has fallen below the four hundred fifty (450) hour maximum. It is the policy of the County that the employees take at least their normal vacation each year; provided, however, that for reasons deemed sufficient by their Department Head, an employee may, with the consent of the Department Head, take less than the normal vacation time with a correspondingly longer vacation the following year.

Employees shall receive notification of vacation accrual balances through the employee's paycheck advice notice. Employees are encouraged to request vacation upon nearing the vacation accumulation maximum of four hundred fifty (450) hours pursuant to department procedures.

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

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

D) Limited Cash Conversion

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

E) Vacation Accumulation Rate

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

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

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

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

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

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

32. VOLUNTARY TIME OFF PROGRAM

The County has adopted a Voluntary Time Off (VTO) Policy. Please refer to the County Personnel Manual, Board of Supervisor's Resolution #2009-227.

33. VEHICLES

County vehicles used by employees as required to perform their duties and responsiblities shall be properly equipped, kept in good mechanical condition, and available for use by employees. Use of County vehicles and reimbursement for use of personal vehicles shall be regulated by the County policies and procedures. Employees, who are not assigned a County vehicle, but are required to 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.

34. JOINT DISCUSSIONS CONCERNING POLICY REVISIONS

The Union agrees to meet and confer over revisions to County Personnel Policies during the term of this agreement. Should additional items be considered by the County which impact employee wages, hours and other terms and conditions of employment, the Union shall be notified of those additional items prior to the joint discussions. These discussions will occur jointly with other employee organizations as practical. At the time that these discussions are to occur, the County agrees to ask the affected employee organizations to agree to discuss the feasibility of establishing a Reduction-In-Force Policy applicable to employees in all bargaining units.

35. 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 regulation, such provision shall be suspended and superseded by such applicable laws, ruling or regulations and 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. (Added 10-11-94)

36. WORKER'S COMPENSATION

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 availability 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.

Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
9500	Animal Care Spec I	13.75	14.44	15.16	15.92	16.72
9600	Animal Care Spec II	15.94	16.74	17.58	18.46	19.38
8900	Animal Care Spec III	17.30	18.17	19.08	20.03	21.03
1600	Animal Serv Offcr I	15.94	16.74	17.58	18.46	19.38
1900	Animal Serv Offcr II	17.52	18.40	19.32	20.29	21.30
62320	Behavioral Health Advocate	22.33	23.45	24.62	25.85	27.14
62300	Behavioral Health Splst. I	19.54	20.52	21.55	22.63	23.76
62310	Behavioral Health Splst. II	22.33	23.45	24.62	25.85	27.14
97800	Child Support Offcr I	16.50	17.33	18.20	19.11	20.07
97700	Child Support Offcr II	19.33	20.30	21.32	22.39	23.51
24000	Clinical Lab Scientist I	28.38	29.80	31.29	32.85	34.49
23900	Clinical Lab Scientist II	31.30	32.87	34.51	36.24	38.05
23800	Clinical Lab Scientist III	34.07	35.77	37.56	39.44	41.41
25300	Clinical Psychologist	33.55	35.23	39.99	38.84	40.77
25400	Clinical Serv Tech I	15.19	15.95	16.75	17.59	18.47
25500	Clinical Serv Tech II	16.74	17.58	18.46	19.38	20.35
25800	Collector	19.33	20.30	21.32	22.39	23.51
96300	Community Health Work I	11.79	12.38	13.00	13.65	14.33
96200	Community Health Work II	14.49	15.21	15.97	16.77	17.61
96100	Community Health Work III	17.12	17.98	18.88	19.82	20.81
27500	Community Serv Offcr	17.58	18.46	19.38	20.35	21.37
28900	Conservator Investigator	24.20	25.41	26.68	28.01	29.41
96400	Epidemiologist	30.78	32.32	33.94	35.64	37.42
74100	Family Practice Physician			Flat Rate 72.07		
29000	Health Educator	24.20	25.41	26.68	28.01	29.41
54500	Librarian I	21.48	22.55	23.68	24.86	26.10
54600	Librarian II	23.85	25.04	26.29	27.60	28.98
55200	Library Asst I	14.45	15.17	15.93	16.73	17.57
55300	Library Asst II	15.98	16.78	17.62	18.50	19.43
62700	MH Clinician I	26.43	27.75	29.14	30.60	32.13
62800	MH Clinician II	29.27	30.73	32.27	33.88	35.57
62900	MH Clinician III	30.78	32.32	33.94	35.64	37.42
74300	Phys/Occupational Therapist I	30.68	32.21	3.82	35.51	37.28
74400	Phys/Occupational Therapist II	32.96	34.60	36.33	38.15	40.05

Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
74500	Phys/Occupational TherapistIII	35.40	37.17	39.04	40.99	43.03
988900	Physician Asst	37.56	39.44	41.41	43.48	45.65
73900	Psychiatric Tech	19.54	20.52	21.55	22.63	23.76
976800	Psychiatrist	86.09	90.39	94.91	99.66	104.64
32900	Pub Hlth Nutritionist I	21.49	22.56	23.69	24.87	26.11
32800	Pub Hlth Nutritionist II	23.88	25.07	26.32	27.64	29.02
77800	Recreational Therapist	20.81	21.85	22.94	24.09	25.29
79600	Security Officer	15.94	16.74	17.58	18.46	19.38
42800	Social Services Assistant	16.00	16.80	17.64	18.52	19.45
83300	Social Worker I	17.90	18.80	19.74	20.73	21.77
83400	Social Worker II	20.93	21.98	23.08	24.23	25.44
83500	Social Worker III	23.58	24.76	26.00	27.30	28.67
82700	Social Worker IV	26.34	27.66	29.04	30.49	32.01
89500	Special Investigator I	23.58	24.76	26.00	27.30	28.67
89300	Special Investigator II	26.00	27.30	28.67	30.10	31.61
993300	Sr Physician Asst	40.39	42.41	44.53	46.76	49.10
91800	Veterans Serv Rep	19.54	20.52	21.55	22.63	23.76

STANISLAUS COUNTY
HEALTH INSURANCE AGREEMENT
January 1, 2015

Stanislaus County Chief Executive Office

California Nurses' Association

County Attorneys' Association

District Attorney Investigators' Association

Stanislaus County Deputy Probation Officers' Association

Service Employees International Union Local 521

Stanislaus County Deputy Sheriffs' Association

Stanislaus County Employees' Association/AFSCME Local 10

Stanislaus County Sheriff Supervisors' Association

Stanislaus Regional Emergency Dispatchers' Association

Stanislaus County Sheriffs' Management Association

Stanislaus County Probation Correction Officers' Association

Stanislaus Sworn Deputy's Association

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January 1, 2015

Health Insurance Agreement Between Stanislaus County and the
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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.