MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF STANISLAUS AND THE DEPUTY PROBATION OFFICERS BARGAINING UNIT

This agreement is entered into between the County of Stanislaus and the Deputy Probation Officers' Bargaining Unit represented by Stanislaus County Deputy Probation Officers Association (SCDPOA).

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 SCDPOA, having met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE COUNTY:

Terrance Withrow, Chairman
Board of Supervisors

Stan Risen
Chief Executive Officer

Nancy Bronstein
Deputy Executive Officer

Natascha Roof, Juvenile Field Services
Division Director, Probation

Cari Griffin
Management Consultant

Delilah Vasquez
Management Consultant

Bernard Licata
Probation Human Resources Manager

FOR THE UNION:

Paul Konsdorf, Labor Representative
Goyette and Associates

Samuel Sharpe, President

Mike Moore
Associate Member

Emily Herrera
Associate Member

Bryan Ousby
Associate Member

Date Signed July 6, 2015

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1 Implementation of Canine Special Assignment

A. Reduction-In-Force Policy

B. Grievance Procedure - Including Binding Arbitration

C. Discipline of Permanent Classified Employees

D. Health Insurance Agreement

1. SCOPE OF THE BARGAINING UNIT

This agreement covers the wages, hours, and other terms and conditions of employment of those classified employees in the classifications of Deputy Probation Officer I, II, III, Supervising Probation Officer, and Supervising Probation Corrections Officer.

2. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect for a thirty-six (36) month period commencing on July 1, 2014 and ending on June 30, 2017 and applies to all bargaining unit members. It covers all matters of interest between the Stanislaus County Deputy Probation Officers Association (SCDPOA), representing the Deputy Probation Officers' Bargaining Unit, and the County of Stanislaus (the County). This agreement incorporates all items in previous agreements between the parties, unless specifically amended by this agreement. Unless otherwise agreed to by the parties all changes are effective upon ratification of the union and approval by the Board of Supervisors.

3. NO STRIKE

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

4. NON-DISCRIMINATION/FAIR REPRESENTATION

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

SCDPOA agrees to acknowledge its responsibility to fairly represent all employees in the bargaining unit without favor or discrimination based upon a protected class as described in Stanislaus County's Equal Employment Opportunity/Non-Discrimination Statement approved annually by the Board of Supervisors in compliance with Federal and State laws. The County acknowledges and agrees that it will not discriminate or take adverse action against employees because they are members of the Union, participate in lawful Union activities or exercise their right to union representation.

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

The County and SCDPOA acknowledge and agree that the ADA may require modification of County policy or MOU provisions in order to provide reasonable

accommodation to individuals protected under the Act on a case by case basis. The County and the Union agree to meet and confer if the accommodation will require some modification of the MOU or County policy, which affects 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.

6. COUNTY RIGHTS

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

7. COMPENSATION

A. Salary

1. Salary Restoration

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

The County will reduce the current salary deduction from 5% to 2% effective November 15, 2014 in exchange for a corresponding reduction in annual SALT accruals from 40 hours per year to 16 hours per year effective the same date.

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

2. Salary Increase

   Effective the first of the pay period on or after November 15, 2014, the employees shall receive a base salary increase of one percent (1%).

   Effective the beginning of the first full pay period following July 1, 2016, the employees shall receive a base salary increase of one percent (1%).

3. Special Accrued Leave Time (SALT)

   a. Special accrued leave time will be tied to the salary deduction. With each 1% increase in salary approved by the Board of Supervisors, the number of SALT hours earned will be reduced by eight hours annually. Special accrued leave time will be reported as a separate accrual amount on each employee's payroll advice notice. Employees may go negative in their special accrued leave time balance up to a maximum of half the hours earned in that fiscal year, however, employees may not go negative in any amount greater than the employee's current vacation accrual amount. The only exception would be office closures. In the event of the office closure, employees would be allowed to have a negative balance up to the amount of time to be accrued during the remainder of the fiscal year. Employees may not carry a negative balance over at the end of each fiscal year. If an employee has a negative balance at the end of the fiscal year, or upon separation from employment, the County will reduce the employee's vacation accrual amount by an equal portion to balance the employee's special accrued leave time to zero.

   b. Special accrued leave time will be utilized during any period of office closure approved by the Board of Supervisors. Office closure schedules will be communicated by July 1st of each Fiscal Year for the entire Fiscal year. With Department Head approval, employees may work during periods of approved office closures in limited circumstances to provide required County services.

   c. Any remaining special accrued leave time not utilized during an office closure will be eligible for the employee to use as requested with the approval of their Department Head or designee. Department Heads may substitute the use of vacation with special accrued leave time as necessary, unless an employee is at the maximum level of vacation accrual.

   d. Employees and departments are encouraged to schedule and utilize all special accrued leave time within the fiscal year in which it is accrued. Special accrued leave time not utilized will not expire (unless negotiated in the future), does not have a vested cash value and may not be cashed out during employment or at the time of termination. Employees who reach 96 hours of accumulation shall not accrue any additional special accrued leave time although the deduction will remain in place.

e. Employees retiring from County service will be exempted from the salary deductions for a one year period prior to their identified date of retirement. In order 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 the 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. Salary Administration

1. The parties agree that County salary policy applied to an employee dismissed during probationary service from a position to which he or she had been demoted, promoted or transferred, will be clarified as follows: Such an employee's salary shall be returned to the same step in the appropriate salary range as had been held prior to the promotion, demotion, or transfer. Employee salary review date, if applicable, shall be adjusted by the equivalent number of months during which an employee did not hold the classification to which he or she is returning.

2. The parties agree to the County policy concerning salary administration as follows: "Eligibility for advancement to subsequent salary steps will thereafter be based on one year satisfactory continuous service at the prior step until the employee reaches the maximum step of the appropriate salary range."

   The parties further agree to the County's policy that a leave of absence without pay, or other time off without pay exceeding 15 calendar days, shall cause the employee's anniversary date to be postponed.

C. Assignment Pay

The County shall provide 2.5% assignment pay for Range Master and 1.5% assignment pay for the Firearms Instructor designation. The department will determine the methods for appointing and administering range master and firearms instructor assignments.

D. Out of Class Assignment

When Department management directs a DPO III to fill in for a Supervisor for 12 consecutive working days or more, the DPO III will be paid out-of-class the first day of the assignment. Such assignments shall be made in accordance with county policy in out-of-class pay.

E. On-Call Pay

1. On-call pay shall be compensated for members of this bargaining unit at a rate of $ 250.00 for each seven-day period of on-call assignment. This amount will be pro-rated if the on-call period is less than seven (7) days.

2. Members of the bargaining unit on-call on designated County holidays shall receive vacation credit for the holiday in addition to on-call pay for the full week of their on-call assignment.

F. Call-Back Minimum

Employees Required to Report to a Work Location

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

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

If an employee is called in within three 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. For example, if an employee is called in at 6:00 a.m. and the start of their regular scheduled work shift is at 8:00 a.m., they will receive two (2) hours of call-back pay. If the same employee is called in at 7:00 a.m., they will receive one (1) hour of call-back pay.

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 for the actual minutes worked at a rate of time-and-one-half. Time worked will be rounded to the nearest quarter hour in which they are on the phone or handling work that is related to the phone call. Time spent on non-work related activities (preparing to return to work, showering, etc.) shall not be compensated. Employees will be responsible for logging their time on tracking sheets provided by the department for payroll processing purposes.

Minute Breakdown
Actual time worked between 1-22 minutes shall be paid 15 minutes call-back
Actual time worked between 23-37 minutes shall be paid 30 minutes call-back
Actual time worked between 38-52 minutes shall be paid 45 minutes call-back
Actual time worked between 53-67 minutes shall be paid 60 minutes call-back

G. Salary on Promotion

The County shall continue to guarantee a 5% minimum salary increase on promotion in accordance with the existing County Code provisions. An exception to this provision shall be made if the step to which the employee is promoted is six (6) cents or less per hour under the minimum 5% increase.

The classification of Supervising Probation Correction Officers received a 3% base pay salary adjustment as part of AFSCME/SCEA agreement that went into effect June 1, 2001 in recognition of possession of the STC certificate. The parties agree that the 3% STC additional compensation for Probation Correction Officer III's will be considered when determining the 10% minimum salary differential between this class and that of Supervising Probation Corrections Officers.

H. Designation of Bilingual Positions

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

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

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

I. Shift Differential

The parties recognize that the standard working hours of the Probation Department are within Monday through Friday between 7:00 a.m. and 6:00 p.m. A 5% differential will be paid for all mandated work hours where the majority of the work (50% or more) is performed between 3:00 p.m. and 11:00 p.m., a 5%

differential will be paid for all mandated hours between 7:00 am to 11:00 pm on Saturday or Sunday. Effective October 5, 2010 a 7.5% differential will be paid for all mandated work hours between 11:00 p.m. and 7:00 a.m. including Saturday or Sunday. Only those hours worked during the qualified shift differential time shall qualify for differential pay.

Mandated work can only be directed by the Chief Probation Officer or designee. Differential is paid on a day-by-day basis. Individuals working on-call, who are called in on a Saturday or Sunday, are not eligible for the differential.

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 11:00 am to 8:00 pm is 3:30 pm, and qualifies for shift differential. The middle of a shift from 10:00 am to 7:00 pm is 2:30 pm, and does not qualify for shift differential.

J. Salary Continuation

Any Deputy or Supervising Probation Officer injured by a violent act, or while engaged in a physical activity under high stress circumstances, within the course and scope of his or her employment, who, as a result of the injury, is unable to perform any full time duties within the department, will continue to receive full compensation and benefits until he or she is able to return to full time duty within the department, for a period not to exceed one year, unless the employee is separated from employment prior to that time. The cost for this provision will be offset by any payments from the Workers' Compensation System. Determination of whether an injury falls within the scope of this provision will be made by the Chief Probation Officer. His or her determination will be final and nongrievable.

K. Additional Compensation for STC Qualification

Effective the first pay period after February 1, 2000, each member of the bargaining unit who has achieved and/or maintains STC certification qualified to serve as a Deputy Probation Officer pursuant to applicable STC training requirements will receive an additional 3% increase.

L. College Degree Requirement

Each member of the bargaining unit initially appointed by the Chief Probation Officer to a Deputy Probation Officer position shall be required to have received a four-year college degree by date of hire.

M. Overtime

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

Calculation of time-and-one-half compensation for overtime shall be based upon a calculation of time "worked" rather than time "paid". That is, time off voluntarily taken by an employee in the form of sick leave, vacation, bereavement leave, or compensatory time off shall be excluded from consideration in calculating overtime eligibility. For overtime compensation purposes such voluntary time taken shall not be considered as time worked. Paid time off in the form of jury duty or military leave shall be considered time "worked" for the purpose of meeting the hour minimum in calculating overtime eligibility.

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

In the limited circumstance that employees are ordered to work overtime as a result of a Stanislaus County Office of Emergency Services declared emergency, any vacation time taken in the work week shall be counted as time worked in the overtime calculation.

N. Uniform Allowance

The County shall provide new Supervising Probation Corrections Officers $270.00 for the initial purchase of authorized uniforms and equipment. Supervising Probation Corrections Officers promoted from the classification of Probation Corrections Officer shall not receive the initial allowance. This initial amount may be prorated based on the date of appointment to the classification of Supervising Probation Corrections Officer. Each calendar year an annual uniform allowance of $160.00 will be provided to existing Supervising Probation Corrections Officers.

Effective the beginning of the first full pay period following January 1, 2015, the initial purchase amount of $270 will be increased $20 for a total of $290. The annual uniform maintenance allowance of $160 will be increased $20 for a total of $180.

Effective the beginning of the first full pay period following January 1, 2016, the initial purchase amount of $290 will be increased $10 for a total of $300. The annual uniform maintenance allowance of $180 will be increased $10 for a total of $190.

Effective the beginning of the first full pay period following January 1, 2017, the initial purchase amount of $300 will be increased $10 for a total of $310. The annual uniform maintenance allowance of $190 will be increased $10 for a total of $200.

Uniform allowance is provided to the employee for the maintenance, care, purchase and replacement of authorized uniforms and equipment.

O. Armed Qualification Pay and Armed Assignment Pay

1. Deputy Probation Officers and Supervising Probation Officers

Effective the beginning of the first full pay period following Board of Supervisors approval of this agreement, Deputy Probation Officers and Supervising Probation Officers who are authorized, qualified and maintain qualifications to carry a firearm, shall receive two-and-one-half percent (2.5%) armed qualification pay. Employees will be required to maintain qualification standards in accordance with Department policy.

Effective the beginning of the first full pay period following Board of Supervisors approval of this agreement, Deputy Probation Officers and Supervising Probation Officers who are authorized, qualified to carry a firearm and in an armed assignment, shall receive an additional two-and-one half percent (2.5%) armed assignment pay, for a total of five percent (5.0%).

The Department will determine the methods for authorizing, qualifying, and administering armed assignments. The Department maintains the right to reassign personnel based on the Chief's discretion.

Deputy Probation Officers and Supervising Probation Officers who provide one year irrevocable notice of retirement will maintained armed pay during their last year of employment unless subject to removal as the result of formal disciplinary action.

Deputy Probation Officers and Supervising Probation Officers may appeal removal from authorization and qualified to be armed, and armed assignment pay, which is not the result of formal discipline, within seven (7) working days from the notice of the reassignment by using the Department's Peace Officers Administrative Appeal Process.

2. Supervising Probation Corrections Officers

Effective the beginning of the first full pay period following Board of Supervisors approval of this agreement, Supervising Probation Corrections Officers who are authorized, qualified and maintain qualifications to carry a firearm, shall receive two-and-one-half percent (2.5%) armed qualification pay. Employees will be required to maintain qualification standards in accordance with Department policy.

The Department will determine the methods for authorizing and administering armed assignments. The Department maintains the right to reassign personnel based on the Chief's discretion.

Supervising Probation Corrections Officers may appeal the removal of the authorization or qualification to be armed, when it is not the result of formal discipline, within seven (7) working days from the notice of the removal by using the Department's Peace Officers Administrative Appeal Process.

8. SAFETY RETIREMENT

A. General

Each member of the bargaining unit shall become a Safety member of the Retirement System upon initial appointment by the Chief Probation Officer to the position of Deputy Probation Officer, Supervising Probation Officer, or Supervising Probation Corrections Officer.

B. Retirement Tiers

Safety Employees Tier 5 Retirement Plan. Members of the bargaining unit employed prior to January 1, 2011 and with service retirement credit greater than zero shall receive upon retirement three percent (3%) of base salary at age fifty (50) calculated on the single highest twelve (12) consecutive months.

Safety Employees Tier 2 Retirement Plan. The Tier 2 retirement plan for all newly hired members of the bargaining unit is reinstated effective between January 1, 2011 and December 31, 2012. Safety Tier 2 benefits include the two percent (2%) at age fifty (50) retirement benefit per Government Code Section 31664 and final average compensation calculated on the highest thirty-six (36) consecutive months.

Safety Employees PEPRA Tier 6 Retirement Plan. Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), the County shall provide the StanCERA Tier 6 retirement plan (2.7% at age 57) for Safety employees hired on or after January 1, 2013. Final compensation will be based on the average of the highest wages earned in any thirty-six (36) consecutive months.

Employees who are rehired/reinstated with the County after the implementation of Tier 2 on January 1, 2011 or Tier 6 on January 1, 2013 and have met the necessary membership criteria to be placed in their former retirement tier shall be eligible for placement in that former tier. In general, current legal standards allow rehired employees the opportunity to reinstate into their former retirement tier as long as the individual member either has left his retirement contributions on deposit since his prior period of County service or elects the redeposit of withdrawn retirement contributions plus applicable interest. The membership tier will depend on the employee's/member's individual circumstances and prior retirement selections. Employees who are rehired/reinstated with the County after January 1, 2011 are encouraged to confirm their membership status and retirement tier reinstatement options with StanCERA.

C. Public Employees' Pension Reform Act (PEPRA)

On January 1, 2013 the Public Employees' Pension Reform Act (PEPRA) went into effect. Included in this act is a provision that requires new members to pay at least 50% of normal cost and prohibits employers from paying this contribution on the employee's behalf [Govt. Code Sect. 7522.30 (c)]. This measure defines a new member as: an individual who has never been a member of any public retirement system prior to January 1, 2013; an individual who moved between retirement systems with more than a 6-month break in service; and, an individual who moved between public employers within a retirement system after more than a 6-month break in service.

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

In order to become compliant with PEPRA, all members of the bargaining unit will pay the full employee retirement contribution rate and the County will no longer pay the Employer Paid Member Contribution (EPMC). The specific employee retirement contribution will vary for each employee based on their individual retirement tier and age of entry into the retirement system. The current member contribution paid by the County for members of this bargaining unit is 8.5% of retirement contributable income. In exchange for the County eliminating the current EPMC, the County will increase base compensation by 1% (one percent) for each 1% (one percent) of the overall employee retirement contribution that will now be paid by each employee in the bargaining unit. For the members of this bargaining unit, the County will use the 8.5% retirement contribution rate to calculate the wage increase, for a total base wage adjustment of 8.5% (8.5% x 1). The parties recognize this wage adjustment and the elimination of the EPMC will have varying impacts on bargaining unit members.

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

D. Employees in retirement Tier 4 (formerly Tier 1), shall maintain the retirement benefit known as "30-year pay." Tier 4 employees are eligible for this benefit as determined by StanCERA when an employee has reached thirty (30) years of service and is no longer required to make contributions to the retirement system.

9. BI-WEEKLY PAYROLL

A bi-weekly payroll system will remain in effect during the term of this agreement.

10. GROUP INSURANCE BENEFITS

A. Group Plans Available

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 negotiated health insurance agreement is attached to this agreement.

The parties agree that the County will only accept employees who wish to change from SCDPOA insurance during open enrollment. The conditions of acceptance are determined by the insurance option selected.

B. Life Insurance

Employees enrolled in one of the health insurance plans are eligible for a $10,000 term life insurance policy. This benefit is available for the employee only. Additional life insurance may be purchased at employee expense through the cafeteria plan.

C. IRS Code Section 125

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

D. Participation in Dependent Care and Medical Expense Reimbursement Program

The parties agree that effective with the fall 1991 open enrollment all interested members of the bargaining unit shall be eligible to participate in the Dependent Care Assistance Plan and the Medical Expense Reimbursement Program at a monthly cost to the employee.

11. HOLIDAY/VACATION TIME PROVISIONS

A. Designated Holidays

All employees shall be entitled to the following observed holidays, which shall be credited or charged as vacation time at the rate of eight hours per observed holiday or at a rate that is proportionately equal as prescribed in Section 3.32.010 of the County Code:

- 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 4th, Independence Day

- The first Monday in September, Labor Day
- November 11, Veterans' Day
- November __ (the Thursday designated as Thanksgiving Day)
- The day after Thanksgiving Day
- December 24, Christmas Eve, 4 hours when Christmas Eve falls on any day of the week except Saturday or Sunday.
- December 25, Christmas Day

Employees who are required to work as determined by their work schedule, and approved by their supervisor, on an observed holiday listed above shall be compensated at a rate of time-and-one-half for all hours worked up to the maximum value of the individual holiday.

Employees who are required to work as determined by their work schedule, and approved by their supervisor, on an observed holiday listed above shall be entitled to equivalent vacation time off up to the maximum value of the individual holiday.

If January 1, New Years Day; July 4th, Independence Day; November 11th, Veterans' Day; or December 25th, Christmas Day, fall on a Sunday, the Monday following shall be observed as the holiday.

If January 1, July 4th, or November 11th occurs on a Saturday the preceding Friday shall be observed as the holiday.

When an observed holiday falls on the employee's regularly scheduled day off, the department may flex the employee's work schedule for the week of the holiday. If the employee's work schedule is not flexed and the employee is not required to work on the holiday, the employee shall be credited with vacation time up to the maximum value of the individual holiday.

B. Christmas Eve

The designated four-hour holiday on Christmas Eve shall apply to employees working on a regular night shift assignment of 11:00 p.m. to 7:00 a.m. by the granting of time off or, at the option of the County, by the crediting of four hours of vacation time to the records of affected night shift employees.

C. County Holiday Policy

The parties agree that only the immediate days of mourning or holiday declared by the President and Governor will be considered County holidays in addition to the specific list of holidays already present in the County Code.

D. 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 16 hours of 'special' vacation time each calendar year in lieu of optional holiday time. See sub-division F of this section for vacation accrual rates.

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

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

E. Vacation Accrual Maximum

The parties agree that employees who have reached the 450 hour vacation accumulation maximum shall not accrue any additional vacation time. Accrual of vacation time shall again commence in the pay period that the employee's vacation time has fallen below the 450 hour maximum. It is the policy of the County that 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 the accrual balances through the employee's paycheck advice notice. Employees are encouraged to request vacation upon nearing the vacation accumulation maximum of 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 450 hours. If the employee does make a good faith effort to request vacation time and the request is denied by the department or if an approved vacation is canceled, the employee will receive up to 80 hours of vacation cash-out. It is understood employees may have to request vacation time outside of high use times, i.e., holiday seasons and summer months.

F. Vacation Accrual Rate

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

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

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

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

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

In addition, employees shall earn 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 pay periods.

G. Limited Cash Conversion

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

H. Association Time Bank

The parties agree that a SCDPOA time bank has been established for the purpose of authorizing SCDPOA members to request the use of this time for SCDPOA business as determined by the SCDPOA President. Any use of SCDPOA time bank shall be approved by the SCDPOA President prior to submission of the request. Time bank does not include time used by the SCDPOA for meet and confer with the Chief Probation Officer of the County.

Time bank requests shall be submitted and approved consistent with the Chief Probation Officer's existing policy for approval of vacation time. The SCDPOA time bank request shall be approved unless staffing is required on an overtime basis in order for the request to be approved. SCDPOA time bank shall not supersede previously approved vacation requests of other Chief Probation Officer personnel.

Effective upon Board of Supervisors approval and January 1st of each subsequent year, every employee covered by this agreement shall contribute an equal amount of hours, to create a bank of two hundred (200) hours to be used for SCDPOA business. The unused hours in any year shall be carried over to the next year. However, the maximum number of hours in the time bank shall be capped at two

hundred (200) hours. The time bank shall not be subject to cashout nor shall it be returned to contributing employees.

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

12. LEAVE TIME BENEFITS

A. Vacation Requests – Supervising Probation Corrections Officers

1. Priority Vacation Requests

All priority (one week or more) requests shall be submitted by the Supervising Probation Corrections Officer to the Department during the month of November and returned as soon as possible, but no later than the last day of December. Approving vacations shall be based on seniority within their classification.

Employees can provide one (1) priority and up to three (3) alternate vacation requests listed in order of priority on the request form. Seniority may only be exercised for one continuous block of time per calendar year.

2. Standard Vacation Requests

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

The Department shall make a good faith effort to approve standard vacation requests as soon as possible, but no later than 14 calendar days after receipt of the request. Requests for vacation shall not be unreasonably denied.

Priority vacation requests will take priority over individual day requests.

3. Approved Vacations

After any vacation request is granted, it will remain granted except in unforeseen emergencies at which time those vacations scheduled during that period may be recalled.

13. LEAVES OF ABSENCE

A. The parties agree that the County's leave of absence policy will remain unchanged during the life of this agreement and that leaves of absence without pay may be approved for probationary employees. Further, as a condition for a leave of absence without pay to continue, the County may require the employee on leave

to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved.

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

C. The parties further agree that the County's leave of absence policy will change to reflect the fact that the granting of any leave of absence without pay or other time off without pay exceeding 15 calendar days shall cause the employee's date of eligibility for increased vacation accrual rates to be postponed by the equivalent number of months to the nearest number of months for which the leave of absence is granted based on the number of calendar days in such month.

14. AUTOMATIC RESIGNATION

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

15. BINDING ARBITRATION

The parties agree to a binding arbitration provision (Attachment B). SCDPOA acknowledges that binding arbitration does not apply to the Equal Employment Opportunity Grievance Procedure.

16. MAXIMUM SUSPENSION

The parties agree that the maximum time period during which an employee may be suspended for cause pursuant to County discipline policies shall increase effective July 3, 1990, from 45 days to 90 days. Notwithstanding the 90-day maximum, both parties recognize that the Disciplinary Appeals Board could impose a longer suspension in lieu of termination.

17. NINE/EIGHTY WORK SCHEDULE

The parties agree to continue, on a voluntary basis, a nine/eighty work schedule for members of the bargaining unit.

The parties agree that Alternative and Flexible work Schedules, outside the parameters of the core schedule, are available promising there is adequate coverage for services and with department approval. Alternative Work Schedules are defined as 9/80 or 4/10 schedules. Flexible work Schedules are defined as 40-hours of work within a 7-day workweek. The standard schedule is defined as 7:00am to 6:00pm, Monday through Friday.

18. NO CHARGES ON PROBATIONARY TERMINATIONS

The parties agree that the County will no longer be required to prepare a statement to the file as to why an individual's probationary period was terminated.

19. PAYROLL DEDUCTIONS

A. California Probation, Parole and Correctional Association Dues

The County agrees that consistent with the requirements of the Auditor-Controller, employees in this bargaining unit shall be eligible to participate in a voluntary payroll deduction for California Probation, Parole and Correctional Association dues. The County shall inform SCDPOA of the Auditor-Controller's requirements to initiate the dues deduction.

B. Credit Union Deduction-Operating Engineers

The parties agree that the County will maintain a voluntary payroll deduction for the Operating Engineers' Credit Union.

C. Fair Share Fee Payment

1. The County will provide a payroll deduction for the Stanislaus County Deputy Probation Officers Association, pursuant to the following:

   All full-time employees (permanent and probationary) shall as a condition of employment, pay a representation service fee which is the employee's proportionate share of the Stanislaus County Deputy Probation Officers Association and their designated representatives cost of negotiations, meeting and conferring, administering the MOU, and disciplinary representation. Such representation service fee shall in no event exceed the total, regular, periodic membership dues paid by bargaining unit employees.

   Within 30 days of employment the department will be responsible for ensuring that new employees have made the union/fair share decision within 30 days and that it is processed through payroll.

2. This representative service fee arrangement provided by this section may be rescinded by majority vote determined in a secret ballot election in which all regular bargaining unit employees are eligible to vote as provided by the Meyers-Milias-Brown Act.

3. Employees opposed to having a portion of their fees being spent on activities or causes of a partisan political or ideological nature may exercise relief under the Beck decision.

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

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

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

20. REDUCTION-IN-FORCE

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

21. PERSONAL PROPERTY DAMAGE PROCEDURE

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

22. SICK LEAVE

A. Cashout Provisions

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 50% of the salary equivalent of such sick leave.

Employees with more than six years of service as a "regular" employee shall receive cash for accrued, but unused sick leave on the books at the rate of 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 cash-out of accrued sick leave.

Employees in a "regular" employment status for six years or less who terminate County service 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 a deferred retirement, resignation and discharge, are not eligible to receive any cash-out of unused sick leave. Employees with one year of service or more who are laid off due to a reduction-in-force action shall continue to be eligible for the 25% sick leave cash-out as provided by existing County policy.

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 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 provisions, cash out the amount of time accrued as of the pay period ending January 6, 1995. The total sick leave accrual on this date 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 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.

Furthermore, the County agrees to request an actuarial study to determine the increased cost of retirement rates, should time above the sick leave cashout maximum be converted toward service credit upon retirement. The conversion

amount would be at the same rate if the time would have been cashed out, i.e. 50%. The parties agree to reopen to discuss the results of the actuarial study.

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

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

23. MILEAGE REIMBURSEMENT

Mileage reimbursement rates will be established by the County Auditor-Controller effective January of each year based on the rates published by the IRS. This provision will be implemented in January 2007.

24. WORK TIME REPORTING REQUIREMENTS

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

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

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

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

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

25. SAFETY EQUIPMENT

For employees regularly assigned to field duties, the basic equipment listed below will be provided. When an employee not regularly assigned to be in the field is selected to conduct field activities, the basic safety equipment listed below shall be issued upon request prior to the field activity/operation. For employees who are not regularly assigned to field work, there may be occasion when new safety equipment is not readily available prior to the first field activity/operation. The Department will then look for other options to provide necessary equipment. Equipment will be replaced as necessary due to normal wear and tear or damage caused while on duty.

Basic Issue

- Duty Belt
- Inner Duty Belt
- Four (4) Belt Keepers
- Two (2) Pairs Handcuffs and Keys
- Radio
- Radio Holder
- Handcuff Case
- O/C or Pepper Spray
- O/C or Pepper Spray Holder
- ASP Baton
- ASP Holder
- Body Armor Level II or IIIA
- Flashlight
- Flashlight Holder
- Rain Jacket (cold/wet weather)
- Tactical/Raid Vest
- Utility/Gear Bag

Available for check out if not issued

- Radio
- Radio Holder

Additional Issue for Armed Officer

- Duty Holster
- U/C Holster
- Double Magazine Pouch
- U/C Magazine/cuff Combo

Maintained in County Vehicles

- Safety Vest (traffic)

Additional safety equipment may be available based upon special assignment.

The Department will issue equipment based upon assignment and maintains the right to reassign personnel based on the Chief's discretion.

26. PEACE OFFICER ADMINISTRATIVE APPEAL PROCESS

The following procedure is created pursuant to Government Code Section 3304.5 to establish an administrative appeal process for peace officers who may be subject to a loss of merit, assignment, or specialized pay as a result of a transfer of assignment. This procedure does not apply to disciplinary actions that result in proposed dismissal, demotion, suspension (or reduction in pay in lieu of suspension), or transfer for purposes of punishment. This procedure shall not replace the disciplinary appeal process established by existing County ordinances, Personnel Rules, Department Policy, and provisions contained in applicable Memoranda of Understanding.

Administrative Appeal Procedure

This procedure applies to peace officers requesting administrative review of alleged punitive transfers.

1. Right to an Opportunity for an Administrative Hearing

A. Any Peace Officer as defined by Government Code Section 3301, who is subject to a loss of merit, assignment, or specialized pay through a transfer other than dismissal, demotion, suspension (or reduction in pay in lieu of suspension), or transfer for purposes of punishment, is entitled to an opportunity to appeal such action prior to its imposition.

B. Peace officers subjected to dismissal, demotion, suspension (or reduction in pay in lieu of suspension), or transfer for purposes of punishment shall continue to be entitled to an appeal in accordance with existing County ordinances, Personnel Rules, Department Policy, and provisions contained in his/her applicable Memoranda of Understanding.

C. Appeals for written reprimands will be provided in compliance with department policy.

D. A peace officer who appeals a transfer under this procedure shall bear his/her own costs in association with the appeal hearing, including but not limited to, any and all attorney fees.

2. Notice of Appeal

A. A peace officer may appeal an alleged punitive transfer in a written request to the manager who issued the action within seven (7) working days of receipt of the notice of transfer.

B. The manager will transfer the appeal to the Assistant Chief Probation Officer within three (3) working days of receipt.

C. Absent a written stipulation to the contrary, the employee will be provided with an administrative hearing before a Hearing Officer within ten (10) working days from the date the appeal is received by the Assistant Chief Probation Officer unless otherwise mutually agreed upon in writing.

D. The administrative hearing shall not be extended more than thirty (30) days from the date the appeal is received by the Assistant Chief Probation Officer.

3. **Hearing Officer**

A. The Assistant Chief Probation Officer shall serve as the Hearing Officer. Alternatively, the Assistant Chief Probation Officer may designate a Division Director from outside of the peace officer's chain of command to serve as the Hearing Officer. In all instances the hearing officer will be a neutral party.

4. **Burden of Proof/Persuasion**

A. The purpose of the hearing shall be to provide the affected peace officer an opportunity to appeal a transfer s/he believes may be punitive and establish a record of the circumstances surrounding the action.

B. The affected peace officer shall have the burden of proving the transfer is punitive based upon a preponderance of evidence.

5. **Conduct of Hearing**

A. This administrative hearing is not intended to be an adversarial or formal hearing.

B. The parties may present opening statements.

C. The affected peace officer or his/her representative may present an oral or written argument to the Hearing Officer.

D. The formal rules of evidence do not apply; however, the parties may present evidence that is sufficiently material to affect the outcome of the hearing as determined by the Hearing Officer.

E. The affected peace officer may not call or cross-examine witnesses unless specifically allowed by the Hearing Officer.

F. The parties may present closing arguments.

G. If the affected peace officer or his/her representative fails to appear for the scheduled hearing, the transfer will be upheld by the Hearing Officer.

6. **Recording of the Hearing**

A. Either of the involved parties may elect to record the hearing.

7. **Representation**

A. The affected peace officer may have present, an uninvolved representative at all stages of the proceedings. All costs associated with representation shall be borne by the employee.

B. The Department shall also be entitled to representation at all stages of the proceedings.

8. **Decision**

A. The Hearing Officer may sustain, modify or stop the transfer and his/her decision shall be final and binding.

B. The Hearing Officer will prepare a written report that shall specifically address the following points:

1. A determination of whether or not the proposed transfer is punitive.

2. A determination of whether or not the proposed transfer is reasonable and proper.

3. Record a disposition that identifies if the transfer is upheld, if any modifications will be placed upon the transfer, or to stop the transfer.

C. The Hearing Officer shall serve the peace officer or the peace officer's representative with written notice of his/her decision within fifteen (15) working days of the hearing by personal service or first class mail. Time may be waived by written mutual agreement.

D. All materials related to the appeal and subsequent hearing shall be placed in the affected peace officer's personnel file.

27. <u>SEVERABILITY</u>

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 or as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the

agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this agreement.

28. FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

C. It is the intent of the parties that Ordinances, Board Resolutions, rules and regulations enacted pursuant to this Agreement be administered by mutual agreement of the parties.

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

29. FUTURE MEET AND CONFER TOPICS

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

A. Retiree Health Trust Fund
B. Amend Stanislaus County Personnel Policies that are subject to Meet and Confer
C. The Department will establish a workgroup to review Department Policies to assure policies reflect the impacts of Public Safety realignment on Deputy Probation Officer job duties and to review the job duties of Supervising Probation Corrections Officers assigned to Alternative to Custody Program. The SCDPOA can appoint two Supervisors (Supervising Probation Officer and/or Supervising Probation Corrections Officer) to represent the Association on the workgroup.
D. Safety Equipment
E. New employee physical agility assessments

The County agrees that any changes made as a result of meet and confer pursuant to this section shall not result in a loss of salary, compensation or cafeterias contributions currently provided to Association members, except item Filling Vacancies/demotions, County Code 3.08.280e.

ATTACHMENT I

AGREEMENT
BETWEEN COUNTY OF STANISLAUS
AND
STANISLAUS COUNTY DEPUTY PROBATION OFFICERS' ASSOCIATION

RE: IMPLEMENTATION OF CANINE SPECIAL ASSIGNMENT

Pursuant to this agreement between the County of Stanislaus (County), and the Stanislaus County Deputy Probation Officers' Association (DPOA), the parties agree as follows:

Whereas, the Stanislaus County Probation Department intends to implement a new canine program which will require one Deputy Probation Officer to be assigned as a Canine Handler; and

Whereas, the County recognizes the duties of a Canine Handler as a special assignment with other County bargaining units but does not recognize this special assignment in the current Memorandum of Understanding between the County and DPOA.

Now therefore, the parties agree to recognize the assignment of Canine Handler as a special assignment under the same conditions as provided to Deputy Sheriff Canine Handlers, including the following:

1. Additional compensation in the amount of two and one-half percent (2.5%) of base pay shall be paid for the Canine Handler assignment.

2. The parties agree that pursuant to the terms and conditions set forth in a prior Settlement Agreement Relating to Canine Handlers ("Canine Agreement"), each represented employee who is assigned as a canine handler and has a dog assigned to his or her care, training, and upkeep, shall be paid eighteen (18) minutes per day at the regular rate of pay for care, grooming and transportation. This work when performed over and above the designated work period, shall be compensated at time and one half of the canine handler's regular rate of pay. All other terms and conditions set forth in the Canine Agreement remain in full force and effect.

The parties further agree that should the amount of daily time provided for care, training and upkeep change for Canine Handlers under the Deputy Sheriffs'

agreement, this same change will apply to employees under the DPOA agreement with the same effective date.

Agreed to this 27th day of October, 2008

Richard W. Robinson
Chief Executive Officer
Stanislaus County

Jerry Powers
Chief Probation Officer
Stanislaus County

Steve Jackson
President
Deputy Probation Officers' Association

Approved as to Form:

Edward Burroughs
Assistant County Counsel

STANISLAUS COUNTY
REDUCTION-IN-FORCE
Total Seniority Calculation Based

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

California Nurses Association
Stanislaus County Deputy Probation Officers Association
Service Employees International Union Local 521
Stanislaus County Employees Association AFSCME/Local 10
Stanislaus County Probation Corrections Officers' Association

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

REDUCTION-IN-FORCE

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

Alternatives to Layoffs

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

ORDER OF SEPARATION

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

The sequence of separation by appointment types shall be:

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

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.

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.

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.

WRITTEN NOTICE

Written notice of layoff shall be served by the Chief Executive Office on affected employees in person or by certified letter mailed to the last address on file with the Chief Executive Office. Notice will be served or mailed at least twenty-one (21) calendar days prior to the effective date of the separation. Notice shall be deemed served upon return of a delivery receipt or receipt showing attempted delivery.

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

DEMOTION IN LIEU OF LAYOFF

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

TRANSFER IN LIEU OF LAYOFF - VACANCY

In lieu of being laid off, an employee may request to voluntarily transfer or demote to a vacant position in another department, in the same or comparable classification or to a classification previously held where the employee presently meets the minimum qualifications. Such requests require completion of the receiving Department's background process and approval by the gaining Department Head. (Department probation, if applicable, may be applied.)

TRANSFER ACROSS DEPARTMENT LINES – FILLED POSITIONS

Employees may bump across department lines in only one circumstance. A permanent employee, who has been impacted by a reduction-in-force action, shall have the right to transfer to a position filled by a probationary employee if the position is in the same classification and if the less senior employee is on initial County probation. The employee electing to "bump" to the new County department may be required to complete the receiving Department's background process and 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.

RE-EMPLOYMENT

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

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

ADMINISTRATIVE DECISIONS

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

SPECIAL CIRCUMSTANCES

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

APPEALS

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

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

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

Shall the affected individual wish to appeal the Chief Executive Officer's decision he/she may request a hearing with the Hearing Board established pursuant to Stanislaus County Ordinance Code 3.28.060 within seven (7) days of receipt of the Chief Executive Officer's decision. The appeal shall be filed with the Chief Executive Office Human Resources Division. The Chief

Executive Office Human Resources Division shall forthwith transmit the appeal request to the Hearing Board. The Hearing Board shall within a reasonable time from the filing of the appeal, commence the hearing thereof and shall notify the interested parties of the time and place of the hearing at least five (5) days in advance thereof.

At the hearing, both the appellant, and the County shall have the right to be heard publicly, to be represented by Counsel and to participate in the appeal process including presenting evidentiary facts. In certain situations in which an affected employee is disputing the seniority calculation of another employee both the affected employee who is disputing the seniority calculation and the employee whose seniority is being questioned may have the right to be present at the hearing subject to agreement from the affected labor organization and the County. The parties may agree to a hearing closed to the public and the Hearing Board may at any time exclude any person who may be a witness in the appeal under consideration. The hearing shall be informal and the Hearing Board shall not be bound by any of the rules of evidence governing trial procedure and State courts. The Hearing Board shall render a written decision, copy of which shall be transmitted to the Chief Executive Officer. The Chief Executive Officer shall serve a copy of the decision upon the appellant. The decision of the Hearing Board shall be final.

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

SICK LEAVE CASH OUT PROVISIONS

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

UNREPRESENTED COUNTY EMPLOYEES

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

ATTACHMENT B

GRIEVANCE PROCEDURE – MOU PROVISION

Procedure for Settling Grievances Including Binding Arbitration

I. 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.

II. Definitions:

A. 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.

B. 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 Administrative Officer or to arbitration.

III. 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 and does not include binding arbitration as the final step in the procedure.

IV. Representation:

In presenting and resolving grievances, employees may represent themselves on County time, within reason, or may designate a representative or their own

choosing. Costs associated with such representation, if any, will be borne by the employee.

V. 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.

VI. Grievance Procedure Steps:

A. Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. The employee should advise his 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.

B. 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.

C. 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.

D. 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 of the Director of Personnel concerning resolution of the grievance or complaint.

E. 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 working days after receipt of the Department Head's decision. The employee may elect to submit the grievance for final decision to the Chief Administrative 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 Administrative 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 of the two 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.

1 Submission of the Grievance Appeal to Chief Administrative Officer

If the employee wishes to appeal the Department Head's decision to the Chief Administrative Officer, in lieu of binding arbitration, the employee shall do so in writing to the Director of Personnel specifically stating this option, within ten working days after receipt of the Department Head's decision. The Chief Administrative 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 Administrative Office or his/her designee shall be delivered to the employee within fifteen working days after receipt of the appeal. The decision of the Chief Administrative 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 Administrative Officer from utilizing the advisory opinion of the Director of Personnel.

2. 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 Administrative 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 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.

a. 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 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 Service for a list of five qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.

b. 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.

c. Arbitration Expenses Shared

The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorney's fees shall be borne 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.

d. 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.

e. 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 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.

f. Arbitrator's Decision Due

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the close of the hearing 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.

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, arbitration as provided herein shall not be available to the employee.

AGREEMENT TO PROVIDE BINDING ARBITRATION BY AN OUTSIDE ARBITRATOR IN LIEU OF SECTION 3.28.060 "HEARING BOARD AND HEARING OFFICER" OF THE STANISLAUS COUNTY DISCIPLINE ORDINANCE

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

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

B. Submission of the Disciplinary Appeal to Binding Arbitration

1. Notice of Action and Appeal

In the event the Department Head determines to discharge, suspend or reduce in rank or compensation a permanent employee after completing the procedures provided in Section 3.28.020, he shall serve upon the employee an order in writing stating (A) the nature of the disciplinary action, (B) the effective date of the action, (C) the causes therefore, (D) the specific acts or omissions upon which the causes are based, stated in ordinary and concise language, and (E) the right of the employee to appeal. The employee acted against may, within seven days of service of the order, appeal the action of the Department Head. If the employee fails to appeal within the time specified, or subsequently withdraws his appeal, the punitive action taken by the Department Head shall be final.

An appeal shall be in writing, shall be filed with the Director of Personnel 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-calendar (7) day period and the request for binding arbitration not be submitted to the Director of Personnel with the specified time frame, the matter will be scheduled and heard by the discipline appeals board.

2. Selection of Arbitrator

If the recognized employee organization, on behalf of the represented employee, elects to have the disciplinary proceeding heard by an arbitrator, the arbitrator may be selected by mutual Agreement between the Director of Personnel and the employee organization. However, should the parties fail to mutually agree on an arbitrator they shall make a joint request of the State Conciliation Service for a list of five qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.

The Director of Personnel shall forthwith transmit the order and appeal to the arbitrator for hearing. The arbitrator shall, within a reasonable time of the filing of the appeal and the selection of the arbitrator, commence the hearing thereof, and the director of Personnel shall notify the interested parties of the time and place of hearing at least five days in advance thereof.

3. Arbitration Issues

The parties shall endeavor to exchange summaries of evidence, and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator no less than five (5) working days prior to the arbitration hearing.

4. Arbitration Expenses Shared

The cost of employing the arbitrator and the court reporter for all discharges, excluding the transcript, shall be borne equally by both parties to the arbitration. The cost of the transcript shall be covered as provided by County Code Section 3.28.110, subsection A "Hearing Procedure." All other costs such as, but not limited to, attorney's fees shall be borne only by the party incurring that cost. If both parties agree to the use of a court reporter

other than for discharges, or the arbitrator requires the use of a court reporter, the cost of the court reporter shall be shared equally.

5. Duty of Arbitrator

The duties of the arbitrator shall be those of the hearing board as referred to throughout the Stanislaus County Disciplinary Ordinance including, but not limited to, County Code Sections 3.28.070 "Hearing rules" and 3.28.110 "Hearing procedure."

6. Arbitrator's Decision Due

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the close of the hearing. A copy of the written decision shall contain findings of fact which may be stated in the language of the pleadings or be referenced thereto. If requested by either party the decision shall be accompanied by findings of fact and conclusions of law.

A copy of the written decision shall be transmitted to the Department Head and the Director of Personnel. The Director of Personnel shall cause to be served a copy of the decision upon the employee. Service by mail at the employee's last known address shall be sufficient for purposes of this section. A copy of the decision shall be placed in the employee's personnel history file. The decision of the arbitrator shall be final and binding on both parties.

7. Non-Employee Organization Representation

In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the recognized employee organization, the 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.

ATTACHMENT C

DISCIPLINE

Discipline of Permanent Classified Employees

3.28.010 Causes for Discipline

An employee in the classified service who has permanent status shall be subject to 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 terms "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]

3.28.020 Notice of Intended Discipline

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 Director of Personnel;

B. Prepare and serve a written notice reviewed by the County Counsel to inform the employee of the intended action, the reasons therefore, 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. A copy of the intended charges shall be attached to the notice;

C. The employee, given notice of intended disciplinary action, may within seven 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 may present statements by himself, written statements of any witness and other documentary material. He may be represented by another in presenting his 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, the employee shall be given another notice as provided in subsection B of this section. [Prior Code § 2-241]

3.28.030 Notice of Action and Appeal

In the event the Department Head determines to discharge, suspend or reduce in rank or compensation a permanent employee after completing the procedures provided in Section 3.28.020, he shall serve upon the employee an order in writing stating (A) the nature of the disciplinary action, (B) the effective date of the action, (C) the causes therefore, (D) the specific acts or omissions upon which the causes are based, stated in ordinary and concise language, and (E) the right of the employee to appeal. The employee acted against may, within seven (7) days 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 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 an answer to each charge 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 Director of

Personnel 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]

3.28.040 Amendment of Order

A. 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.

B. 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 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]

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 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 Director of Personnel 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]

3.29.060 Hearing Board and Hearing Officer

A. The Chairman of the Board of Supervisors shall appoint a three-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:

1. The Director of Personnel shall submit the name of a member of the State Bar of California who shall not be a member of the County service.
2. The Director of Personnel shall submit the name of a head of a department of the County.
3. Upon the request of the Director of Personnel, each recognized employee organization shall, within five (5) working days, nominate a permanent full-time employee of the County, and the Director of Personnel shall submit the name of the employee chosen by lot, provided that if a recognized employee organization fails to nominate an employee, the Director of Personnel shall do so. In the event the appellant is from the same department as a member of the appeal board, the Director of Personnel 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 Director of Personnel 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.

B. 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 appeals 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]

3.28.070 <u>Hearing Rules</u>

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 procedures 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 Personnel Department. The hearing board shall make an official decision either 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 reference thereto. A copy of the written decision shall be

transmitted to the Department Head and the Director of Personnel. The Director of Personnel 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]

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 right to reconsideration by the Department Head who shall follow the procedures of Section 3.28.030 [Prior Code § 2.247]

3.28.090 Measures Pending Final Determination

The Department Head may, while intended disciplinary action is pending, and with prior review by the Director of Personnel and the Chief Executive Officer, take one 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 giving the employee forty-eight (48) hours' notice in writing to return to duty. [Prior Code § 2-248]

3.28.100 Maximum Suspension

No disciplinary suspensions shall be imposed for any period exceeding forty-five (45) days, and the order for suspension shall expressly state, in addition to the reason therefore, the date of the commencement and expiration of suspension. [Ord. CS 107 § 1, 1985: Prior Code § 2.249]

3.28.110 Hearing Procedure

The hearing shall proceed as follows:

A. The hearing board may adopt rules of procedures. The Director of Personnel shall be ex officio secretary to the hearing board, and the Director of Personnel 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 (Section 25170 through 25176) of the Government Code.

B. The Director of Personnel 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 therefore is made within ninety (90) days of the date of service of the final decision of the employee, the Department Head or the Director of Personnel 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 Director of Personnel, 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. [Prior Code § 2.250]

3.28.130 <u>Petition to Set Aside Resignation</u>

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 free and voluntary act, he may submit a written petition to the Director of Personnel to set aside his 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 Director of Personnel within thirty days after (A) the last date upon which services to the County are rendered; or (B) the date the resignation is rendered to the appointing power, whichever is later. [Prior Code SS2-252]

STANISLAUS COUNTY
HEALTH INSURANCE AGREEMENT
January 1, 2015

Stanislaus County Chief Executive Office

California Nurses' Association

County Attorneys' Association

District Attorney Investigators' Association

Stanislaus County Deputy Probation Officers' Association

Service Employees International Union Local 521

Stanislaus County Deputy Sheriffs' Association

Stanislaus County Employees' Association/AFSCME Local 10

Stanislaus County Sheriff Supervisors' Association

Stanislaus Regional Emergency Dispatchers' Association

Stanislaus County Sheriffs' Management Association

Stanislaus County Probation Correction Officers' Association

Stanislaus Sworn Deputy's Association

HEALTH INSURANCE AGREEMENT

January 1, 2015

Health Insurance Agreement Between Stanislaus County and the
California Nurses' Association
County Attorneys' Association
District Attorney Investigators' Association
Stanislaus County Deputy Probation Officers' Association
Service Employees' International Union Local 521
Stanislaus County Deputy Sheriffs' Association
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Stanislaus County Sheriff Supervisors' Association
Stanislaus Regional Emergency Dispatchers' Association
Stanislaus County Sheriffs' Management Association
Stanislaus County Probation Correction Officers' Association
Stanislaus Sworn Deputy's Association

Term of the Agreement

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

Medical Insurance

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

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

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

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

- Anthem Blue Cross EPO
- Anthem Blue Cross HDHP

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

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

Employee only - $1,200 annually

Employee +1 - $2,000 annually

Family - $2,000 annually

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

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

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

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

Medical Premium Rates

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

Medical Plan Design Changes

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

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

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

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

SCPH and Anthem
$1,500 / $3,000

Premium Reimbursement

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

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

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

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

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

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

Medical Waive Credit

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

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

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

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

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

Dental Insurance

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

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

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

Vision Insurance

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

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

Impacts of Healthcare Reform

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

Additional Provisions

1. Benefit deductions are taken out of 24 of the 26 paychecks each year (twice monthly). Benefits for new hires are effective the 1st of the month following date of hire. For terminated employees, benefits continue through the last day of the month of termination.

2. The County will invite a representative of each labor group to participate in the County's Employee Wellness Program Workgroup to discuss implementing a comprehensive wellness program for County employees. Participation is voluntary and subject to department head or designee approval for any changes in standard working hours and will not result in overtime compensation.

3. An Employee Benefits Committee consisting of one employee and/or the designated labor representative per bargaining unit will meet in February, May, and September to discuss the financial and operational performance of the self-insured health plans. The County's Employee Benefits Department will be responsible for coordinating these meetings. The County maintains all plan fiduciary responsibilities, including setting annual rate adjustments based on actuarial review and analysis.

4. Regular full-time employees must work 30 hrs/wk to qualify for a County benefit contribution (medical, dental, vision, premium reimbursement, and/or waive credit). Employees working 30-34 hrs/wk will be credited with 75% of benefit contributions. Employees working 35-39 hrs/wk will be credited with 90% of benefit contributions. Additional employee contributions to health insurance premiums will be paid through payroll deduction.

    - For purposes of this policy, hours worked includes all forms of paid time rounded to the nearest whole number. Examples of paid time include, but are not limited to vacation, sick, comp time off, public safety leave (4850 leave), paid admin leave, etc.

    - This provision does not apply to part-time extra-help employees who are not eligible for benefits.

    - For regular full-time employees who change their employment status to percentage employment, this provision will be effective the first of the month following the date they assume the reduced percentage employment schedule. Benefits will return to 100% the first of the month following the effective date the employee returns to 100% regular employment status.

    - For regular full-time employees who are paid less than 80 hours per 14-day pay period (employees going into DOC time, etc.), employee contributions will be adjusted if the employee does not receive 80 hours of paid time in three consecutive pay periods within the quarter. This process will be modified for regular full-time employees working an alternative work schedule that does not provide 80-hours of regular compensation per pay period (such as the "6/3" work schedule). Unpaid suspension time as a result of employee disciplinary actions will not count against an employee in determining health insurance eligibility.

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

- For employees on a paid leave of absence, the County will continue the current process for coordinating leave accruals with State Disability benefits. This process allows an employee to combine their State Disability benefits with their leave accruals to equal 40 hours of compensation per week while maintaining their full health insurance benefits. For employees participating in disability plans other than State Disability, the County will continue to provide the same level of coordinated benefits consistent with the benefits available through State Disability.

- Under current policy, employees on an unpaid leave of absence do not receive health insurance contributions effective the first of the month following the start of their unpaid leave status. Employees returning from an unpaid leave will have their health insurance contributions restored effective the first of the month following their return to paid status. Please see applicable County policies regarding unpaid leave status, exceptions for FMLA eligible employees and the availability of COBRA benefits.

- For benefit information related to Voluntary Time Off, Job Sharing and benefit provisions for Certain Part-Time Nurses, please refer to the individual County policies and CNA labor agreement.

- Nothing in this agreement shall enhance or reduce existing policy provisions related to military leave benefits.

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