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

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

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 SCPCOA, 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

Cari Griffin
Management Consultant

Delilah Vasquez
Management Consultant

Leticia Ruano
Probation Manager IV

Bernard Licata
HR Manager - Probation

FOR THE UNION:

Paul Konsdorf
Goyette & Associates

Jason Lohman, President, SCPCOA
Probation Corrections Officer II

Aron Shockley
Probation Corrections Officer III

Smita Chand
Probation Corrections Officer II

July 14, 2015
(Date)

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1. PREAMBLE

This Memorandum of Understanding (MOU), hereinafter referred to as "Agreement," is entered into between the County of Stanislaus, hereinafter referred to as the "County," and Stanislaus County Probation Corrections Officers' Association, hereinafter referred to as the "Union." This MOU incorporates by this reference all appendices and/or side letters attached.

2. TERM OF AGREEMENT

This agreement is for a period of forty-eight (48) months commencing July 1, 2014 and concluding midnight, June 30, 2018.

The Parties may agree to extend the term of this Agreement while meeting and conferring is in process over the renewal of this agreement.

3. NO STRIKE

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

4. EMPLOYER-EMPLOYEE RELATIONS

A) SCOPE OF BARGAINING

The County recognizes the Union as the exclusive bargaining representative concerning wages, hours and other terms and conditions of employment for employees in the classifications of Probation Corrections Officer I, II, and III designated bargaining Unit "T." The Union agrees that no extra-help positions are represented.

B) NON-DISCRIMINATION

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

The Union shall fairly represent all employees in the represented 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 shall not discriminate or take adverse action against employees because they are members of the Union, participate in lawful Union activities or exercise their right to Union representation.

C) COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)

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

D) UNION LISTS

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

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

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

E) BULLETIN BOARDS

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

F) CONTINUING OTHER POLICIES

The parties agree that the County's Reduction-in-force Policy, Grievance Procedure, Equal Employment Opportunity Grievance Procedure, Discipline Policy, sick leave, vacation, holiday and retirement policies in effect immediately prior to the commencement of this agreement shall remain in effect during the term of this agreement unless amended by these provisions or subsequent agreement of the parties.

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

G) AGENCY SHOP

The parties acknowledge that effective June 26, 2007 the Probation Corrections Officers' Bargaining Unit voted and was declared an agency shop. Employees in the bargaining unit must either:

A. Join the Union and pay union dues; **or**
B. Pay a Direct Service Fee to the Union (service fee amount determined by union

New members of the bargaining unit shall have five (5) working days to fully execute the authorization form of his/her choice and return said form to Agency/Department Payroll. If the form is not completed properly and returned to Agency/Department Payroll within five (5) working days, the County Auditor-Controller shall commence a payroll deduction from the regular biweekly paycheck of such employee. These funds shall be paid to the Union as a service fee in lieu of Union membership. Union dues will be withdrawn in 24 pay periods from employee's paycheck.

The effective date of Union dues or service fee deductions shall be the beginning of the first pay period of employment.

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

During the month of June each year employees may elect to change their Union membership to a service fee to the Association. Employees may join the Association at any time during the year in lieu of paying the service fee.

The SCPCOA is invited to attend County-wide orientation sessions and set up an informational table.

SCPCOA shall hold the County and its officers and employees, including but not limited to the County Auditor-Controller harmless for following the provisions of this section.

H) DISTRIBUTION OF UNION INFORMATION

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

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

I) ELECTRONIC MAIL ACCESS

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

J) UNION STAFF ACCESS

Union staff shall have the right to enter work sites during working hours for the purpose of ascertaining that the provisions of this MOU are being observed and, to meet with members and/or members of the board. Such access shall occur after notification to the Department Head, Human Resources Manager or designee. The Department Head or their designees shall not unreasonably deny such access. Union staff agrees not to disrupt or interfere with County operations.

K) UNION EMPLOYEES REPRESENTATIVES

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

The Union shall file with the Chief Executive Office the names of the association board of directors within thirty (30) days of the date of signing this agreement and shall thereafter advise the Chief Executive Officer in writing of any changes within thirty (30) days of the effective date of such changes.

L) ATTENDANCE AT MEETING – THE UNION PRESIDENT

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

M) TIME BANK

The parties agree that a SCPCOA time bank has been established for the purpose of authorizing SCPCOA members to request use of this time for SCPCOA business as determined by the SCPCOA Board. Any use of SCPCOA time bank shall be approved by the SCPCOA Board prior to submission of the request. Time bank does not include time used by the SCPCOA for meeting and confer with the Chief Probation Officer or 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 SCPCOA time bank request shall be approved unless staffing is required on an overtime basis in order for the request to be approved. SCPCOA time bank shall not supersede previously approved vacation requests of other Juvenile Hall personnel.

On January 1st of every year employees covered by this agreement shall contribute an equal amount of hours, from vacation to create a bank of two hundred (200) hours to be used for SCPCOA 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 cash out nor shall it be returned to contributing employees.

The SCPCOA 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.

N) COUNTY RIGHTS

Stanislaus County retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of the departments of County government in all of their various aspects, including, but not limited to the rights to direct the workforce; to plan, direct and control all of the operations and services of the County; to determine the methods, means, organization and schedule by which such operations and services are to be conducted; to assign and transfer employees within the various departments; to hire, promote, suspend, demote, discharge, reprimand, and evaluate employees; to relieve employees from duty due to lack of work or other legitimate reasons set forth in the County Reduction-in-Force policy; to change or eliminate existing methods, equipment or facilities in order to maintain or increase the efficiency of governmental operations; and to exercise complete control and discretion over its organization and the technology of performing its work.

Nothing contained herein shall be construed to preclude meeting and conferring between employer and employee regarding the practical consequences that decisions on these matters may have on wages, hours, terms, and conditions of employment.

O) PERSONNEL AND HUMAN RESOURCES

1) PROBATIONARY PERIOD

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

2) ACCESS TO OFFICIAL PERSONNEL FILES

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

3) ACCESS TO DEPARTMENT PERSONNEL FILES

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

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

4) ADVERSE MATERIAL

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

P) EMPLOYEE RIGHTS

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Employees shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment

relations with the County. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

Q) LABOR MANAGEMENT MEETINGS

Quarterly Labor Management meetings will be held starting January 2011 at the request of the represented labor groups in the Probation Department.

5. SAFETY PROGRAM SUPPORT

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

6. CONTRACTING SERVICES

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

7. COMPENSATION

A) SALARY

1. **Salary Restoration**

Effective July 1, 2012 the County and SCPCOA 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 deduction and 40 hours of SALT. The remaining 5% permanent salary deduction along with a corresponding reduction in SALT will be restored as stated below.

The County will reduce the current salary deduction from 5% to 1% in exchange for a corresponding reduction in annual SALT accruals from 40 hours per year to 8 hours per year effective February 7, 2015 contingent upon

ratification of the agreement by the bargaining unit, and Board of Supervisors approval of this agreement on February 3, 2015.

The County will eliminate the remaining 1% salary deduction effective the beginning of the first full pay period on or after 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 beginning of the first full pay period on or after July 1, 2016, the employees shall receive a salary increase of two percent (2%).

Effective the beginning of the first full pay period on or after July 1, 2017, the employees shall receive a salary increase of three percent (3.0%)

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 for 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. 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 to receive this exemption, retiring employees will need to sign an irrevocable notice of their retirement/resignation from County service on forms provided by the county. Employees may request Department Head approval to extend their planned retirement/resignation date, however, any approved extension of their planned retirement/resignation date will require an adjustment of salary deductions and special accrued leave time to ensure that the employee is not exempted from the salary deductions for a period greater than 12 months. Employees must be eligible for a regular service or disability retirement in order to receive this exemption.

B) SALARY ADMINISTRATION

The parties agree that the County salary policy applied to an employee dismissed during probationary service from a position to which he or she had been demoted, promoted or transferred, will be clarified as follows: Such an employee's salary shall be returned to the same step in the appropriate salary range as had been held prior to the promotion, demotion or transfer. Employee salary review date, if applicable, shall be adjusted by the equivalent number of months during which an employee did not hold the classification to which he or she is returning. (County Code Section 3.23.030)

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

C) SALARY ON PROMOTION

The County shall continue to guarantee a five percent (5%) minimum salary increase on promotion in accordance with existing County Code provisions. Effective July 1, 1991, an exception to this provision shall be made if the step to which the employee is promoted is six (6) cents or less per hour under the minimum five percent (5%) increase.

D) OVERTIME

The parties agree that the County's overtime pay provisions in effect prior to the commencement of this agreement will continue in effect unless modified by this agreement with the exception noted below.

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

> For employees on a 6-3 schedule, overtime in this provision will be paid for time worked in excess of eighty-six (86) hours in a pay period in compliance with section 207(k) of the FLSA.

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 maximum.

In the limited circumstances 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.

E) ON-CALL PAY

Unless otherwise specified herein, on-call compensation for bargaining unit employees formally assigned by the Department Head to remain available to return to work shall be compensated at the rate of $4.00 per hour in addition to base pay, for each hour of on-call service performed.

F) CALL-BACK

Employees mandated to perform call-back overtime service, shall be compensated therefore upon the basis of overtime work at a rate of time-and-one-half. Provided, however, no such overtime work shall be compensated for less than two

(2) hours upon each occasion that the employee is called upon to perform such service, irrespective of the fact that the actual amount of overtime service performed may be less than two (2) hours, and no employee shall be compensated for more than eight (8) hours overtime work in any one eight-hour (8) period. The parties agree that the phrase "each occasion" means the employee is called to return to work from an off duty (other than serving on-call) status. 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 overtime work.

When mandating employees to perform overtime, the procedures outlined in the Department Mandatory Overtime procedure will be followed.

1) Court Pay

Any employee summond to court or a hearing arising from the course and scope of employment on a day they are not scheduled to work will follow the established department process on court appearances in order to determine whether the subpeona has been canceled. The employee shall be paid four (4) hours court pay at time and one half, if he or she follows the department's established process on court appearances and is told to appear and then the case is canceled. Should the employee fail to follow the Probation Department's estabilished process for determining the need to appear in court and appears in court for a case that has been canceled the employee shall not receive court pay.

Employees who are scheduled for court on a scheduled work day four (4) or more hours before the start of their shift shall receive four hours call-back pay at time-and-one-half. The employee would be required to follow the department's established procedure on court appearances in order to receive court pay.

For Court appearances scheduled less than four hours before the start of the employee's scheduled shift the employee shall receive no less than two (2) hours call-back pay at time-and-one-half. Appearances that are within two (2) hours of the beginning or ending of a regular scheduled shift are considered a continuation of shift and will be paid accordingly.

The Probation Department will establish and communicate a process for employees to follow regarding court appearances.

G) <u>SHIFT DIFFERENTIAL</u>

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

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

Employees assigned to work a shift, where 50% or more of the scheduled hours fall between 11:00 pm and 7:00 am shall receive additional compensation of seven-and-a-half percent (7.5%) for the entire work shift.

In recognition of the 6/3 shift schedule those employees assigned to the 6/3 shift schedule who are scheduled to work 7:00 am to 3:00 pm who work beyond 3:00 pm will be eligible for the 5% shift differential for time worked after 3:00 pm. Employees who are scheduled to attend training from 8:00 am to 5:00 pm shall not receive the five percent (5%) shift differential between the hours of 3:00 pm and 5:00 pm.

Employees who are scheduled to work 3:00 pm to 11:00 pm who work beyond 11:00 pm will be eligible for the 7.5% shift differential for time worked after 11:00 pm.

H) CERTIFICATE PAY

Full-time employees who successfully complete the State mandated STC Core Training shall receive an additional compensation of three percent (3%) in certification pay.

I) TEMPORARY OUT OF CLASS ASSIGNMENT (LEAD PAY)

The parties agree that Probation Corrections Officer III's formally designated to act in the capacity of Supervising Probation Corrections Officers and Probation Corrections Officer II's formally designated to act in the capacity of Probation Corrections Officer III's at Juvenile Institutions shall be compensated for time worked that shift at the appropriate promotional rate of pay of the appropriate higher classification (an approximate 5% minimum). The parties agree that the County's out-of-class provisions for Probation Corrections Officers shall remain in effect for the term of this agreement.

J) BILINGUAL CERTIFICATION PAY

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 $0.69 per hour 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. Effective February 7, 2015 contingent upon ratification of the agreement by the bargaining unit, and Board of Supervisors approval of this agreement on February 3, 2015, bilingual certification pay will increase from $0.69 per hour to $0.85 per hour.

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.

K) 6-3 SCHEDULE

The Department will allow employees to use available accruals (i.e., vacation, SALT, comp time) to supplement hours for pay periods with less than 80 scheduled hours. Such accruals can only be used to supplement up to a total of eighty (80) hours of paid time in the pay period for a maximum of 2,080 hours annually.

L) AUTHORIZED AND QUALIFIED TO BE ARMED

Effective February 7, 2015 contingent upon ratification of the agreement by the bargaining unit, and Board of Supervisors approval of this agreement on February 3, 2015, employees 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.

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) calendar days from the notice of removal by using the Department's Peace Officers Administrative Appeal Process.

8. UNIFORM ALLOWANCE

The County shall provide Probation Corrections Officers $270.00 for the initial purchase of authorized uniforms and equipment. Each calendar year an annual uniform maintenance allowance of $160.00 will be provided to existing employees. New employees shall be provided with the initial allowance and a prorated amount for the

maintenance depending on how long they have been with the Department during the calendar year.

Effective the beginning of the first full pay period following February 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.

The department shall continue to make available safety equipment for employees consisting of but not limited to radio holder, handcuffs and cuff holder, OC spray and holder, as well as key holders. Armed employees shall also be provided with a firearm, holster, belt keepers, ammunition and ammunication holder, flashlight and holder, baton and holder, and ballastic vest and tactical vest.

The parties agree that there will be no uniform enhancements or changes in the uniform policy as it applies to Probation Corrections Officers assigned to the Probation Department during the term of this agreement. The parties also agree that Probation Corrections Officers acting as transportation officers will have the same uniform requirements as Probation Corrections Officers.

9. MILEAGE REIMBURSEMENT

Effective July 2007 employees, who use their personal vehicle in the course of their duties and responsibilities as an employee of the County, shall receive the specified IRS allowance rate mileage reimbursement effective on January 1, of each year. Use of Personal Vehicle must be pre-approved by Department Manager.

10. RETIREMENT

A) 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 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.

B) 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 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 the first pay period starting on or after February 8, 2014.

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.

11. HEALTH AND WELFARE

A) GROUP PLANS AVAILABLE

Employee health (medical, dental, 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.

B) STATE OR FEDERAL HEALTH CARE REFORM

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

C) DOMESTIC PARTNER COVERAGE

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

D) 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.

12. LEAVE TIME BENEFITS

A) VACATION REQUESTS

1) Vacation Request Procedures

The parties agree the process for employees to submit vacation requests shall be in accordance with the terms of Priority and Standard Vacation Requests referenced below. The parties also agree that a master vacation calendar will be posted in a conspicuous and accessible area illustrating the most recent updates on vacation time granted by seniority within each shift assignment; however, the calendar may be taken down from time to time as necessary to update approved vacation time.

2) Priority Vacation Requests and Selection

Effective 2015, all Priority Vacation Requests consists of two phases. In Phase 1, the employee may request vacation consisting of one full work week. In Phase 2, the employee may request one additional full work week. All Priority Vacation Requests will be submitted in writing on a Vacation Request form or via electronic mail to the Supervising Probation Corrections Officer in charge of scheduling.

Priority Vacation Selection shall be executed as follows. Bidding for Priority Vacation will begin on October 1st and each employee will be assigned a day in each phase of the bidding process by seniority within a shift assignment. Employees will bid for vacation commencing in descending order of seniority within a shift until each employee assigned to the shift has bid. Each employee will have one day to make a priority vacation bid during Phase 1 in October, and another day for Phase 2 in November, with the day commending at 07:00 hours.

Employees who fail to submit a Priority Vacation Request during his/her assigned day will be passed over. Late requests may be honored at the end of the Priority Vacation Selection period on a first come, first served basis without regard for seniority.

After all employees have made their Priority Vacation Requests in Phase 2, administration may block time for training in order to ensure staffing for training and schools.

All Priority Vacation Requests that are granted must be used and cannot be canceled in whole or in part by the employee unless there exists an unforeseen, extenuating circumstance(s) and the manager within the employee's chain of command approves the vacation cancelation.

3) Standard Vacation Requests and Selection

All Standard Vacation Requests will be submitted to the Supervising Probation Corrections Officer in charge of scheduling and processed on a first come, first served basis commencing on the first scheduled work day after the second Friday of January for the employees' designated shift assignment. In the event requests are submitted on the same day, the employee's seniority will determine the order vacation is granted. Vacation may be granted if the date is available. There will be no waiting lists established or maintained for vacation time off.

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

4) 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.

5) Vacation Cancellation

In the event there is cancellation of vacation day(s) off, the canceled vacation day(s) will become available to other employees assigned to the shift pattern within 72 hours of the cancelation. Employees may submit a vacation request in accordance with the Standard Vacation Request procedure.

B) VACATION ACCUMULATION MAXIMUM

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

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 the employees take at least their normal vacation each year; provided, however, that for reasons deemed sufficient by their Department Head, an

employee may, with the consent of the Department Head, take less than the normal vacation time with a correspondingly longer vacation the following year.

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

C) 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 forty (40) hours of accrued vacation not more frequently than once in a fiscal year.

In recognition of the five percent (5%) Salary Cost Reduction agreement between the County and the SCPCOA (Attachment A) vacation cash-outs will not be approved for employees participating in the five percent (5%) salary deduction program in Fiscal Years 2010-2011 and 2011-2012. Vacation may be used by employees on the 6/3 schedule to substitute for hours short of 80 hours in a pay period. However, under no circumstances may the employee supplement paid time to receive base compensation beyond 2080 hours in a year during Fiscal Years 2010-2011 and 2011-2012.

D) VACATION ACCUMULATION RATE

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

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

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

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

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

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

E) COUNTY HOLIDAY POLICY

1) Holidays – Dates Observed

January 1, New Year's Day
The third Monday in January, Martin Luther King Day
The third Monday in February, Washington's Birthday
The last Monday in May, Memorial Day
July 4, Independence Day
The first Monday in September, Labor Day
November 11, Veteran's 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. Employees required to work full shifts, including Saturday or Sunday, on Christmas Eve shall be credited with four hours of vacation time.
December 25, Christmas Day

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

2) New Year's Day

The Parties agree employees working on 11:00 pm to 7:00 am on December 31st will receive (8) hours of holiday credit for New Year's Day. Employees scheduled to work from 11:00 pm January 1st to 7:00 am January 2nd will not be eligible for holiday credit.

3) Time and One Half for Holidays

The County agrees that any authorized work performed by bargaining unit members on one (1) of the observed holidays listed above shall be compensated consistent with current policy, and an additional half time compensation shall be granted.

F) COMBINING OPTIONAL HOLIDAY TIME WITH VACATION

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

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

1) New hire or employees who return from leave of absence will receive vacation credit for a holiday if the first day worked is on or before the holiday;

2) Terminated or discharged employees, or those beginning an unpaid leave of absence, will accrue vacation credit for a holiday if the last day for which pay is received falls after the holiday or if the last day worked falls on the holiday;

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

4) Employees taking time off without pay will not accrue the holiday if they are on an unpaid status during the major portion of the pay period.

G) JURY DUTY

The parties agree that the County's current Jury Duty Policy will remain in effect with the addition that if an employee assigned to work a p.m. or night shift is required to perform jury duty, the following policy will apply:

An employee who works on the night shift or the p.m. shift who is called to jury duty may be excused from all or part of the shift following the jury duty. To be eligible for such jury duty leave, the employee must advise the affected Department Head in writing of his/her summons to jury duty and, after jury duty service, report to the Department Head the number of hours the employee was detained for jury duty service including reasonable travel time. As quickly as possible thereafter, the Department Head and the employee will schedule by mutual agreement, if possible, the makeup of any hours owed to the County equal to the difference between the hours of actual jury duty services plus reasonable travel time and the hours of work following the jury duty service for which the employee was excused. This make-up of work shall not be compensable as overtime.

H) LEAVES OF ABSENCE

1) The parties agree that the County's leave of absence policy will remain unchanged during the life of this agreement with the exception that leaves of absence without pay may be approved for probationary employees. Further, as a condition for a leave without pay to continue, the County may require the employee on leave to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved. In addition, the parties agree that time worked during the probationary period will be counted toward permanent status even if a person has an intervening leave of absence during the probationary period.

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

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

4) Any leave of absence without pay or other time off without pay exceeding fifteen (15) calendar days shall cause the employee’s anniversary date to be postponed.

5) The parties agree that the Family Medical Leave Act and the California Family Rights Act allows eligible employees to take reasonable leaves of absence for the birth, adoption, or placement of a foster child; for the care of a spouse, son, daughter or parent who has a serious health condition; or

because employees are unable to perform the functions of their positions due to serious health conditions. Eligible employees will include both management and non-management employees who have been employed with the County for at least twelve (12) months and have worked 1250 hours during that twelve (12) month period. For information on the County's Family Leave Policy, employees should contact their department payroll clerk or the CEO-Risk Management Division.

I) SICK LEAVE/BEREAVEMENT LEAVE/WORKERS COMPENSATION

1) Use (3.40.010 County Code)

While in the continuous service of the County, County officers and employees, other than temporary, part-time or seasonal employees, shall be entitled to 3.7 working hours or a proportionately equal number of hours as prescribed in Section 3.32.010 herein of sick leave pay for each biweekly pay period of actual service. Such sick leave with pay can only be granted upon the recommendation of the Department Head in case of bona fide illness of the employee or in the event of serious illness in the employee's immediate family. Immediate family normally means father, mother, husband, wife, son, daughter, sister, brother, grandparents, grandchildren, father-in-law, or mother-in-law; however, for reasons held to be sufficient by the employee's Department Head and approved by the Chief Executive Officer, this definition may be expanded to include others persons with whom the employee had enjoyed a parent or family-like relationship. Sick leave granted because of serious illness in the employee's immediate family shall normally be limited to forty (40) working hours or a proportionately equal number of hours as prescribed in Section 3.32.010, but this period may be extended for reasons held to be sufficient by the employee's Department Head.

Bona fide illness shall include pregnancy when the pregnancy incapacitates the employee to the extent that she cannot fully perform the duties of her job. A statement from the employee's physician verifying such incapacity shall be required before sick leave with pay will be granted and the statement shall accompany the monthly payroll on which the first illness is shown. (Ord. NS 976 S 1, 1981: prior code S 2-2-6(a)).

In the event of a death in the employee's immediate family, bereavement leave, not to exceed forty (40) working hours or a proportionately equal number of hours as prescribed in Section 3.32.010, may be granted the employee without charge to sick leave.

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

2) Certificate Required (3.40.030 County Code)

All employees who claim sick leave with pay, upon return to work after an illness, shall complete a certificate of illness or a form provided by the Department's Personnel Department. An employee shall furnish a certificate issued by a licensed physician or other satisfactory proof of illness upon the request of the Department Head concerned. The certificate of illness signed by the Department Head shall accompany the monthly payroll, if no certification is received the time away from work shall be charged to either accrued vacation or the employee shall be marked absent on the payroll. No sick leave will be honored without completion of this form. (Prior code S 2.206 (b)).

3) Exempt Causes (3.40.040 County Code)

No County employee shall be entitled to sick leave while absent from duty on account of any of the following causes:

a) Disability arising from any sickness or injury purposely self-inflicted or caused by any of his/her willful misconduct;

b) Sickness or disability sustained while on leave of absence other than his/her regular vacation. (Prior code S 2-206 (d)).

4) Termination Payment

The following sick leave cash out practice shall apply:

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

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

leave cash out as provided by existing County policy. (Portion of County Code Section 3.40.050).

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

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

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

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

5) Policy

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

6) Conversion of Sick Leave Cash out Benefits to Health Insurance Upon Retirement

If the County establishes a program which allows for the conversion of sick leave cash out benefits to cover the cost of health premiums upon

retirement, that program will be made available to members of the bargaining unit. This program must meet the criteria of the Auditor-Controller for tax purposes.

J) REST PERIODS

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

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

K) AUTOMATIC RESIGNATION

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

Effective upon Board Approval (June 26, 2007) the parties agree that the employee can request within 30 days of his/her resignation a meeting or present a written petition to his/her Department Head to have his/her resignation set aside prior to his/her appeal to the hearing board. Should the Department head make a determination to set aside the resignation the employee would no longer need to appear in front of the hearing board. Employees utilizing the opportunity to meet with his/her Department Head will still need to follow the provisions in Ordinance Code Section 3.28.120.

For purposes of this Section, Automatic Resignation, "contacting his or her supervisor" shall mean personal voice conversation either over the phone or in person with the employee's immediate on-duty supervisor or designee, or if that person is unavailable, then he or she shall speak with the available Juvenile Hall Manager. The employee may not leave a voice mail, send an email, text message via a mobile phone, or fax a document to meet the requirement of this section.

Additionally, the department shall reasonably attempt to contact the employee absent without authorization at the listed contact phone number provided by the

employee during the seventy-two (72) hour period before automatic resignation is effective.

13. 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 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).

14. PERFORMANCE EVALUATIONS

Performance evaluations should be completed for regular and full-time employees on a yearly basis, but shall not cover work performed over a time period greater than one (1) year and will normally be tied to the employee's salary anniversary date, even if the employee is at the top step of the salary schedule. If the due date is not met, the performance evaluation shall still be completed by the supervisor.

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

A) Any work-related deficiency shall be brought to the attention of the employee as soon as possible;

B) Remedies, if applicable to correct such deficiency;

C) Provide reasonable assistance to help the employee overcome such deficiency; and

D) Provide prompt counseling between formal performance evaluations for employee's performance below expectations.

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

15. MAXIMUM SUSPENSION

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

16. DISCIPLINE AND GRIEVANCE PROCEDURE

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

A) 3.28.010 Causes for discipline

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

a) Omission or willful misrepresentation of a material fact or other fraud in securing employment;
b) Incompetence;
c) Inefficiency;
d) Inexcusable neglect of duties;
e) Insubordination;
f) Dishonesty;
g) Improper use of drugs, including (1) drunkenness on duty, (2) use of drugs while on duty, (3) incapacitation for proper performance of duties by prior use of drugs. The term "drugs" shall mean controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code, and shall also mean alcohol;
h) Unexcused absence from duty, including but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow-downs;

i) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this subsection;

j) Discourteous treatment of the public or other employees;

k) Willful disobedience;

l) Misuse of County property;

m) Inconsistent, incompatible or conflicting employment, activity or enterprise;

n) Violation of a departmental rule;

o) Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the employee's department or employment. (Prior code § 2-240).

B) 3.28.020 Notice of intended discipline.

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

a) Review the proposed action with the Personnel Director;

b) Prepare and serve a written notice reviewed by County Counsel to inform the employee of the intended action, the reasons therefor, and the right to respond to the Department Head intending to impose the discipline. The notice shall identify the materials on which the action is based with sufficient certainty as to permit inspection of them by the employee. A copy of the intended charges be attached to the notice;

c) The employee, given notice of intended disciplinary action, may within seven (7) days after service of the notice, respond to the Department Head either orally or in writing. The employee shall not be entitled to a formal hearing with examination of witnesses but he/she may present statements by himself/herself, written statements of any witness and other documentary material. He/she may be represented by another in presenting his/her response. The Department Head shall fairly and impartially consider the employee's response and shall thereafter: (1) impose the intended disciplinary action; (2) notify the employee that the intended disciplinary action will not be imposed; or (3) amend the charges. In the event the Department Head substantially amends the intended charges or punishment, he/she shall be given another notice as provided in subsection B of this section. (Ord. CS 557 § 39, 1994; prior code § 2-241).

C) 3.28.030 Notice of action and appeal

In the event of the Department Head determines to discharge, suspend or reduce in rank or compensation a permanent employee after completing the procedures provided in Section 3.28.020, he/she shall serve upon the employee an order in

writing stating (A) the nature of the disciplinary action, (B) the effective date of the action, (C) the causes therefor, (D) the specific acts or omissions upon which the causes are based, stated in ordinary and concise language and (E) the right of the employee to appeal. The employee acted against may, within seven (7) days after service of the order, appeal the action of the Department Head. If the employee fails to appeal within the time specified, or subsequently withdraws his/her appeal; the punitive action taken by the Department Head shall be final. An appeal shall be in writing, shall be filed with the Personnel Director 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 Personnel Director shall forthwith transmit the order and appeal to the employee disciplinary proceedings hearing board for hearing. The hearing board shall, within a reasonable time of the filing of the appeal, commence the hearing thereof, and shall notify the interested parties of the time and place of hearing at least five (5) days in advance thereof. (Prior code § 2-242).

D) 3.28.040 Amendment of order

At any time before the hearing, the Department Head may file with the employee disciplinary proceedings hearing board an amended or supplemental order, which shall be served upon the employee. The hearing board shall afford the employee a reasonable opportunity to prepare his defense to the amended or supplemental order but he shall not be entitled to file a further answer unless the hearing board in its discretion so orders. Any new charges shall be deemed denied by the employee. At any time before the matter is submitted for decision, the hearing board may order or permit amendments to the order or answer. The hearing board may offer amendment of the order after submission of the case for decision. Each party shall be given notice of the intended amendment and opportunity to show that he/she will be prejudiced thereby unless the case is reopened to permit the introduction of additional evidence. If such prejudice is shown, the hearing board shall reopen the case to permit the introduction of additional evidence. (Prior code § 2-243).

E) 3.28.050 Notice or order service

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

F) 3.28.060 Hearing board and hearing officer

The Chairman of the Board of Supervisors shall appoint a three (3) member disciplinary proceedings hearing board to hear appeals pursuant to this chapter. The hearing board shall consist of a member of the State Bar of California, who shall act as chairman, a County Department Head and an employee. Proposed members shall be selected as follows:

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

The Personnel Director shall submit the name of a head of a department of the County.

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

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

G) 3.28.070 Hearing rules

At a hearing, both the appealing employee and the Department Head whose action is reviewed shall have the right to be heard publicly, to be represented by counsel and to present evidentiary facts. The parties may agree to a hearing closed to the public, and the hearing board may at any time exclude any person who may be a witness in the case under consideration. The hearing shall be informal and the hearing board shall not be bound by any of the rules of evidence governing trial procedure in state courts. In arriving at a decision, the hearing board may consider any prior County disciplinary action including any letters of reprimand filed with the County Chief Executive Office. The hearing board shall make an official

decision 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 referenced thereto. A copy of the written decision shall be transmitted to the Department Head and the Personnel Director. The Personnel Director shall serve a copy of the decision upon the employee, and shall notify the employee that the time within which judicial review must be sought is governed by California Code of Civil Procedure Section 1094.6. A copy of the decision shall be placed in the employee's personal history file. The decision of the hearing board shall be final. (Prior code § 2-246).

H) 3.28.080 Immediate Termination

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

I) 3.28.090 Measures pending final determination

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

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

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

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

d) Suspend the employee without pay if accusations against the employee are under investigation, and the accusations are such that, if true, immediate removal is essential to avert harm to the County or to the public, provided: (1) the employee shall be accorded the rights provided by this chapter, and may appeal the order of suspension to the hearing board at any time during the period of suspension; (2) the period of suspension without compensation shall not exceed forty-five (45) days; (3) that in the event the employee is not served with notice of intended charges during the

period of suspension, the employee shall be reinstated in County service as of the initial date of suspension; (4) that in the event the punitive action taken against the employee does not result in termination of employment, the employee shall be restored to County service for the period of the preliminary suspension and any disciplinary suspension or reduction in rank or compensation ordered or approved by the hearing board shall commence on or after the date of the punitive action by the Department Head. The Department Head may discontinue an employee's leave of absence with compensation or his suspension without compensation giving the employee forty-eight (48) hours' notice in writing to return to duty. (Ord. CS 557 § 40, 1994; prior code § 2-248).

J) 3.28.100 Maximum suspension

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

K) 3.28.110 Hearing Procedure

The hearing shall proceed as follows:

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

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

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

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

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

L) <u>3.28.120 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/her free and voluntary act, he/she may submit a written petition to the Personnel Director to set aside his/her resignation and such petition shall be treated in the same manner as an appeal from an order for discharge; provided, however, that no such petition shall be considered by the Hearing Board unless it is filed with the Personnel Director within thirty (30) days after (A) the last date upon which services to the County are rendered; or (B) the date the resignation is tendered to the appointing power, whichever is later. (Prior code § 2-252).

M) <u>Binding Arbitration by an Outside Arbitrator in Lieu of Section 3.28.060</u>

Hearing Board and Hearing Officers of the Stanislaus County Discipline Ordinance:

1) 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 Stanislaus County Code Section 3.28.060, Hearing Board and hearing officers in lieu of binding arbitration by an outside Arbitrator. Should the employee and the recognized employee organization elect to utilize the hearing board or hearing officer as provided by Chapter

3.28.060 of the Stanislaus County Code, the decision of the Hearing Board or hearing officer shall be final and the employee shall forego the option of arbitration by an outside Arbitrator. The employee organization agrees to assume half of the cost of the hearing officer.

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

2) Submission of the Disciplinary Appeal to Binding Arbitration

(a) 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/she shall serve upon the employee an order in writing stating (A) the nature of the disciplinary action, (B) the effective date of the action, (C) the causes therefore, (D) the specific acts or omissions upon which the causes are based, stated in ordinary and concise language, and (E) the right of the employee to appeal. The employee acted against may, within seven (7) days of service of the order, appeal the action of the Department Head. If the employee fails to appeal within the time specified, or subsequently withdraws his/her appeal; the punitive action taken by the Department Head shall be final.

An appeal shall be in writing, shall be filed with the Director of Personnel and shall contain a complete answer to each charge set forth in the order. The answer shall include any objections the employee may have as to the form or substance of the order or the procedures followed by the Department Head.

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

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

request of the State Conciliation and Mediation Service for a list of five (5) qualified Arbitrators. The Arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one (1) name remains, and that person shall serve as Arbitrator.

The Director of Personnel shall forthwith transmit the order and appeal to the Arbitrator for hearing. The Arbitrator shall, within a reasonable time of the filing of the appeal, commence the hearing thereof, and the Director of Personnel shall notify the interested parties of the time and place of hearing at least five (5) days in advance thereof.

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

(d) Arbitration Expenses Shared - The cost of employing the Arbitrator and the court reporter for all discharges, excluding the transcript, shall be borne equally by both parties to the arbitration. The cost of the transcript shall be covered as provided by Stanislaus County Code Section 3.28.110, subsection A, Hearing Procedure. All other costs such as, but not limited to, attorney's fees shall be borne by the party incurring that cost. If both parties agree to the use of a court reporter other than for discharges, or the Arbitrator requires the use of a court reporter, the cost of the court reporter shall be shared equally.

(e) Duty of Arbitrator - The duties of the Arbitrator shall be those of the hearing board as referred to throughout the Stanislaus County Code, including, but not limited to, Sections 3.28.070 Hearing rules' and 3.28.110 Hearing Procedure.

(f) Arbitrator's Decision Due - Unless the parties agree otherwise, the Arbitrator shall render the decision in writing within thirty (30) days following the close of the hearing. A copy of the written decision shall contain findings of fact which may be stated in the language of the pleadings or be referenced thereto. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

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

(g) Non-Employee Organization Representation - In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the recognized employee organization, the cost of the hearing officer shall be waived. Binding arbitration shall not be an option for an employee who is not represented or seeks representation outside of the recognized employee organization.

17. GRIEVANCE PROCEDURE

Procedure for Settling Grievances

A) Intent: It is the intent of this provision of the Memorandum of Understanding to provide orderly and equitable procedures for the presentation and resolution of misunderstandings and disputes between the County and its employees. It is further intended that the exercises of these rights in good faith be available to all County employees, (except as herein provided) without fear of reprisal or coercion.

B) Definitions:

1) Grievance - A grievance is defined as an employee initiated allegation that a term or condition of employment established by State law, County ordinance, resolution, Memorandum of Understanding or written departmental policy is being violated provided, however, that such term or condition of employment is not subject to the discretion of the County or is not a subject outside of the scope of representation as defined in Section 3500 et set of the Government Code or the County's Employee Relations Ordinance. This grievance procedure shall not apply to matters within the scope of applicable Federal or State grievance procedures.

2) Complaint - A complaint is defined as an employee initiated allegation or dispute concerning terms and conditions of employment which are not grievances as defined above. Complaints shall be handled as herein provided except that a complaint may not be appealed to the Chief Executive Officer.

C) Exclusion of Disciplinary Appeals and Equal Employment Opportunity Grievances - Appeals from disciplinary actions or grievances alleging violation of the County's policies of equal employment opportunity or affirmative action or involving allegations of employment discrimination will be handled pursuant to the County's Equal Employment Opportunity Grievance Procedure.

D) Representation - In presenting and resolving grievances, employees may represent themselves on County time, or may designate a representative of their own

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

E) Time Limits - The time limits herein specified may be extended to a definite date by mutual consent of the parties. Failure to meet time limits by the employee shall constitute withdrawal of the grievance. Such failure by the County shall entitle the employee to request the next step in the procedure.

F) Grievance Procedure Steps:

1) Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. The employee should advise his/her immediate supervisors that a grievance is present and explain it to the immediate supervisor no later than fifteen (15) working days after he/she becomes or should become aware of the issue. The immediate supervisor shall thereafter hear, and decide the matter informing the employee of the decision orally within seven (7) working days.

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

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

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

5) Grievance Appeal - If the employee wishes to appeal the Department Head's decision, he may do so, in writing to the Chief Executive Officer

within seven (7) working days after receipt of the Department Head's decision. The Chief Executive Officer shall thereafter conduct an informal hearing, and any other meetings or investigations as are appropriate in his judgment. Upon the request of either party or motion of the Chief Executive Officer, such hearing and other investigations shall be conducted by a designee(s) selected by the Chief Executive Officer with the consent of the parties. The written decision of the Chief Executive Officer shall be delivered to the employee within fifteen (15) working days after receipt of the appeal. The decision of the Chief Executive Officer shall be the final step in the County's procedure for settling grievances except in the case of an elected Department Head, the decision of the Chief Executive Officer may be appealed by the Department Head to the Board of Supervisors within seven (7) working days after receipt of the decision.

18. BINDING ARBITRATION

It is the intent of this provision of the Memorandum of Understanding to provide orderly and equitable procedures for the presentation and resolution of misunderstandings and disputes between the County and its employees. It is further intended that the exercises of these rights in good faith be available to all County employees, (except as herein provided) without fear of reprisal or coercion.

A.) Definitions:

1) Grievance - A grievance is defined as an employee initiated allegation that a term or condition of employment established by State Law, County Ordinance, Resolution, Memorandum of Understanding, or Written Departmental Policy is being violated provided, however, that such term or condition of employment is not subject to the discretion of the County or is not a subject outside of the scope of representation as defined in Section 3500 et. seq. of the Government Code or the County's Employee Relations Ordinance. This grievance procedure shall not apply to matters within the scope of applicable Federal or State grievance procedures.

2) Complaints - A complaint is defined as an employee initiated allegation or dispute concerning terms and conditions of employment which are not grievances as defined above. Complaints shall be handled as herein provided except that a complaint may not be appealed to the Chief Executive Officer or to arbitration.

3) Grievances - Appeals from disciplinary actions or grievances alleging violation of the County's policies of equal employment opportunity or affirmative action or involving allegations of employment discrimination will be handled pursuant to the County's Equal Employment Opportunity

Grievance Procedure and does not include Binding Arbitration as the final step in the procedure.

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

5) Time Limits - The time limits herein specified may be extended to a definite date by mutual consent of the parties. Failure to meet time limits by the employee shall constitute withdrawal of the grievance. Such failure by the County shall entitle the employee to request the next step in the procedure.

B.) Grievance Procedure Steps:

1) Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. The employee should advise his/her immediate supervisor that a grievance is present and explain it to the immediate supervisor no later than fifteen (15) working days after he/she becomes or should become aware of the issue. The immediate supervisor shall thereafter hear, and decide the matter informing the employee of the decision orally within seven (7) working days.

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

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

4) Advisory Opinion of Director of Personnel - At any point in this procedure after filing a written grievance or complaint, the Director of Personnel

may offer, or either party may request, the non-binding advisory opinion verbally or in writing to the Director of Personnel concerning resolution of the grievance or complaint.

C.) Grievance Appeal

If the employee wishes to appeal the Department Head's decision, he/she shall do so in writing to the Director of Personnel within ten (10) working days after receipt of the Department Head's decision. The employee may elect to submit the grievance for final decision to the Chief Executive Officer. If the employee is represented by the recognized employee representative of the assigned bargaining unit, through the elected representative only, the grievance may be submitted for Binding Arbitration. Within the specified time period the employee and/or the elected representative as specified herein, shall specify in writing to the Director of Personnel whether the grievance should be submitted to the Chief Executive Officer or Binding Arbitration. The decision to utilize Binding Arbitration shall be the prerogative of the recognized employee organization only, with the employee's concurrence; access to only one (1) of the two (2) procedures for the purpose of resolving the alleged grievance shall be given the employee(s); the option of procedure utilized shall be binding and irrevocable upon the employee and the employee's recognized employee organization; and the procedure utilized shall be limited to grievances only as defined in Section II, Subsection A "Definitions, Grievance" herein, excluding complaints.

D.) Submission of the Grievance Appeal to the Chief Executive Officer

If the employee wishes to appeal the Department Head's decision to the Chief Executive Officer, in lieu of Binding Arbitration, the employee shall do so in writing to the Director of Personnel specifically stating this option, within ten (10) working days after receipt of the Department Head's decision. The Chief Executive Officer or his/her designee shall thereafter conduct an informal hearing, and any other meetings or investigations as are appropriate in his/her judgment. The written decision of the Chief Executive Officer or his/her designee shall be delivered to the employee within fifteen (15) working days after receipt of the appeal. The decision of the Chief Executive Officer or his/her designee shall be the final step in the County's procedure for settling grievances. For the purpose of this section, the Director of Personnel shall not serve as the designee if the Director of Personnel has rendered an advisory opinion concerning the grievance. This does not preclude the Chief Executive Officer from utilizing the advisory opinion of the Director of Personnel.

E.) Submission of the Grievance Appeal to Binding Arbitration

If the employee wishes to appeal the Department Head's decision and elects to not refer the matter to the Chief Executive Officer for final resolution, the employee may through the recognized representative of the employee's assigned bargaining

unit only, elect Binding Arbitration by writing to the Director of Personnel within ten (10) working days after receipt of the Department Head's decision. Prior to the selection of the Arbitrator and submission of the grievance for hearing by an Arbitrator, the Director of Personnel shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the parties. The Director of Personnel shall have ten (10) working days in which to review and seek amicable resolution of the grievance.

F.) Selection of Arbitrator

If the required steps of the grievance procedure have been exhausted and the grievance remains unresolved and is subject to arbitration, the Arbitrator may be selected by mutual agreement between the Director of Personnel and the grievant's recognized representative of the assigned bargaining unit. However, should the parties fail to mutually agree on an Arbitrator they shall make a joint request of the State Conciliation and Mediation Service for a list of five (5) qualified Arbitrators. The Arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one (1) name remains, and that person shall serve as Arbitrator.

G.) Arbitration Issues

The parties shall, within fifteen (15) working days following the informal review of the Director of Personnel, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the Arbitrator no later than five (5) working days prior to the arbitration hearing.

H.) Arbitration Expenses Shares

The cost of employing the Arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorney's fees shall be borne only by the party incurring that cost. If both parties agree to the use of a Court Reporter, or if the Arbitrator requires the use of a Court Reporter, the cost of the Court Reporter shall be shared equally. Absent mutual agreement, the side requesting use of the Court Reporter shall absorb the cost. The cost of the transcript, if one is prepared, shall be absorbed by the party requesting the transcript, unless both parties mutually agree to share the cost of the transcript. If the Arbitrator requests that a copy of the transcript be prepared both parties shall equally share the cost of the transcript.

I.) Duty of Arbitrator

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

J.) Binding Decision

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

K.) Arbitrator's Decision Due

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

L.) Non-Employee Organization Representation

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

19. REDUCTION-IN-FORCE POLICY

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

Alternatives to Layoffs

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

ORDER OF SEPARATION

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

The sequence of separation by appointment types shall be:

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

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 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.

20. IRS CODE SECTIONS

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

21. FUTURE MEET AND CONFER TOPICS

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

1.) Retiree Medical Trust
2.) Juvenile Detention Facilities Policy and Procedures
3.) Agility assessment qualifications for new employees
4.) Vacation Bidding and wait list

22. JOINT DISCUSSIONS CONCERNING POLICY REVISIONS

The Union agrees to meet and confer over revisions to the Personnel Policies. Should additional items be considered by the County which impact employee wages, hours and other terms and conditions of employment, the Union shall be notified of those additional items prior to the joint discussions. These discussions will occur jointly with other employee organizations as practical.

23. SEVERABILITY

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

24. FULL UNDERSTANDING

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

STANISLAUS COUNTY
HEALTH INSURANCE AGREEMENT
January 1, 2015

Stanislaus County Chief Executive Office

California Nurses' Association

County Attorneys' Association

District Attorney Investigators' Association

Stanislaus County Deputy Probation Officers' Association

Service Employees International Union Local 521

Stanislaus County Deputy Sheriffs' Association

Stanislaus County Employees' Association/AFSCME Local 10

Stanislaus County Sheriff Supervisors' Association

Stanislaus Regional Emergency Dispatchers' Association

Stanislaus County Sheriffs' Management Association

Stanislaus County Probation Correction Officers' Association

Stanislaus Sworn Deputy's Association

HEALTH INSURANCE AGREEMENT

January 1, 2015

Health Insurance Agreement Between Stanislaus County and the
California Nurses' Association
County Attorneys' Association
District Attorney Investigators' Association
Stanislaus County Deputy Probation Officers' Association
Service Employees' International Union Local 521
Stanislaus County Deputy Sheriffs' Association
Stanislaus County Employees Association/AFSCME Local 10
Stanislaus County Sheriff Supervisors' Association
Stanislaus Regional Emergency Dispatchers' Association
Stanislaus County Sheriffs' Management Association
Stanislaus County Probation Correction Officers' Association
Stanislaus Sworn Deputy's Association

Term of the Agreement

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

Medical Insurance

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

<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.