MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF STANISLAUS AND
THE STANISLAUS SHERIFF'S MANAGEMENT ASSOCIATION

This agreement is entered into between the County of Stanislaus and the Stanislaus County Sheriff's Management Association (SCSMA) representing the Lieutenant and Custodial Lieutenant's Bargaining Unit.

Pursuant to the Employee relations Ordinance of the County and Section 3500 et seq. of the Government Code, the duly authorized representatives of the County and the SSMA, having met and conferred in good faith concerning the issues of wages, hours and terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE COUNTY:

Terrance Withrow, Chairman
Board of Supervisors

Stan Risen
Chief Executive Officer

Jody Hayes
Assistant Executive Officer

Mick Hardenbrook
Undersheriff

Cari Griffin
Management Consultant

Patrick Cavanah
Management Consultant

Jennifer Valencia
Sheriff's Human Resources Manager

SCSMA:

Paul Konsdorf, Labor Representative
Goyette and Associates

Darin Gharat
President

Ralph Ghimenti
Member, 2014

Ron Lloyd
Member

DATE SIGNED May 15, 2015

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ATTACHMENTS

A – PAY FOR PERFORMCANCE GUIDELINES/PROCEDURES
B – REDUCTION-IN-FORCE POLICY
C – HEALTH INSURANCE AGREEMENT

1. EMPLOYEES COVERED

This agreement covers the wages, hours, terms and conditions of employment for the term of the agreement for those employees in the classification of Lieutenant and Custodial Lieutenant.

2. TERM OF THE AGREEMENT

The agreement shall remain in full force and effect for a thirty six (36) month period commencing on July 1, 2014 and ending at midnight on June 30, 2017. The parties may agree to extend the term of this agreement while meeting and conferring is in progress over renewal of the agreement. Unless otherwise agreed to by parties all changes are effective upon ratification of the union and approval by the Board of Supervisors.

3. NO STRIKE

The SCSMA, its members and representatives, agree that it and they shall not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or refusal to perform customary duties.

4. NON-DISCRIMINATION/FAIR REPRESENTATION

A. 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 SCSMA agrees to encourage its members to assist in the promotion of that program.

B. The SCSMA agrees to acknowledge its responsibility to fairly represent all employees in the bargaining unit without favor or discrimination based upon a protected class as described in Stanislaus County's Equal Employment Opportunity/Non-Discrimination Statement approved annually by the Board of Supervisors in compliance with Federal and State laws. The County acknowledges and agrees that it 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.

Nothing in this section shall give rise to a separate grievance outside of the EEO grievance process.

5. SAFETY PROGRAM SUPPORT

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

6. COUNTY RIGHTS

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

7. COMPENSATION

A. Salary

1. Salary Restoration

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

The County will reduce the current salary deduction from 5% to 2% effective the beginning of the first full pay period following July 1, 2014, in exchange for a corresponding reduction in annual SALT accruals from 40 hours per year to 16 hours per year effective the same date.

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

2. 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 of the hours earned in that fiscal year, however, employees may not go negative in any amount greater than the employee's current vacation accrual amount. The only exception would be office closures. In the event of the office closure, employees would be allowed to have a negative balance up to the amount of time to be accrued during the remainder of the fiscal year. Employees may not carry a negative balance over at the end of each fiscal year. If an employee has a negative balance at the end of the fiscal year, or upon separation from employment, the County will reduce the employee's vacation accrual amount by an equal portion to balance the employee's special accrued leave time to zero.

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

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

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

not accrue any additional special accrued leave time although the deduction will remain in place.

e. Employees retiring from County service will be exempted from the salary deductions for a one year period prior to their identified date of retirement. In order 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 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 than12 months. Employees must be eligible for a regular service or disability retirement in order to receive this exemption.

3. Salary Increase

Effective the beginning of the first full pay period following July 1, 2014, the employees shall receive a salary increase of one percent (1.0%)

Effective the beginning of the first full pay period following January 1, 2017, the employees shall receive a salary increase of two percent (2.0%).

B. Pay for Performance Process

The Pay for Performance process for bargaining unit members will be consistent with the guidelines approved by the Board of Supervisors on June 22, 2010.

The current agreement provides for a process for employees to receive up to two-and-one-half percent (2.5%) in bonus compensation each year based on an annual performance evaluation. The parties have agreed to suspend this benefit starting July 1, 2009 and continuing during the term of the agreement ending on June 30, 2017, consistent with current recommendations for other County management employees. The parties have also agreed to reinstate this performance based bonus program if this benefit is reinstated during the term of the agreement for unrepresented County management employees.

C. Salary on Promotion

The County shall continue to guarantee a five percent (5%) minimum salary increase on promotion in accordance with the existing County Code provisions.

D. Overtime

Lieutenants are designated as "exempt" from the overtime requirements of the FLSA. Lieutenants may be asked to perform duties outside regularly scheduled duty hours, without additional compensation as part of their job requirements. The County has the right to require employees covered by this Memorandum to work outside regular duty hours as necessary.

E. Certificate Pay

1. Advanced POST Certificate

Effective the beginning of the first full pay period following July 1, 2014, those individuals possessing an Advanced POST Certificate will receive a premium of seven percent (7.0%) of actual base salary.

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

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

Advanced POST Certificate pay is non-cumulative and cannot be combined with Custodial Level II STC Certification pay.

2. Custodial Level II STC Certificate

Effective the beginning of the first full pay period following July 1, 2014, those individuals possessing a Custodial Level II STC Certificate will receive a premium of seven percent (7.0%) of actual base salary.

Effective the beginning of the first full pay period following July 1, 2015, those individuals possessing a Custodial Level II STC Certificate will receive a premium of nine percent (9.0%) of actual base salary.

Effective the beginning of the first full pay period following January 1, 2017, those individuals possessing a Custodial Level II STC Certificate will receive a premium of ten percent (10.0%) of actual base salary.

Custodial Level II STC Certificate pay is non-cumulative and cannot be combined with Advanced POST Certificate pay.

F. Retirement

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

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

3. Safety Employees PEPRA Tier 6 Retirement Plan. Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), the County shall provide the StanCERA Tier 6 retirement plan (2.75% at age 57) for Safety employees hired on or after January 1, 2013. Final compensation will be based on the average of the highest wages earned in any thirty-six consecutive months.

4. Employees who are rehired/reinstated with the County after the implementation of Tier Two 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 their individual retirement contributions on deposit since their prior period of County service or they have elected and completed the redeposit of withdrawn retirement contributions plus applicable interest. The membership tier will depend on the employee's/member's individual circumstances and prior retirement selections. Employees who are rehired/reinstated with the County after January 1, 2011 are encouraged to confirm their membership status and retirement tier reinstatement options with StanCERA.

5. Employees who are members of the Stanislaus County Employee's Retirement Association who have thirty (30) years of County service will cease to make employee contributions into the retirement system.

6. Management employees, shall, upon approval, be limited in their vacation cash out, or conversion to deferred compensation, to an amount which will not exceed the amount of vacation time earned in a calendar year period. The amount of vacation that can be earned in any given year period will include Special Vacation Time defined in Stanislaus County Ordinance Section 3.36.020(D) will include all holiday time that converts to vacation time; this vacation time, if cashed out or converted to deferred compensation, other than the lump sum final payoff upon termination, shall, consistent with the Ventura decision, be included with the calculation of final compensation for retirement purposes, consistent with the employee's applicable retirement tier; and, consistent with the application of the recent California Supreme Court decision in the Ventura case, "Old Holiday" time that continues to be on employee accrual balances, shall not be included as part of the final compensation for retirement purposes if cashed out according to current policy.

G. Special Assignment Pay Provisions

Members of the bargaining unit shall be eligible for additional compensation as provided herein. The additional compensation shall continue based on the results of annual reappointments made by the Sheriff.

1. Special Pay Assignments

- Assignments receiving special pay shall be made or renewed at the pleasure of the Sheriff. These decisions shall not be subject to the grievance procedure.
- Assignments may be set for a period of one (1) year, and are removable by the Sheriff only, without appeal for non-renewal.
- Anniversary date of the assignment is the date the employee was assigned to the current special pay assignment.

2. Removal/Transfer from Special Pay Assignments

- Removal or a standard transfer at the conclusion of the term is not subject to appeal.
- Involuntary removal from special pay assignments during the term of the assignment or removal for disciplinary reasons is subject to appeal and may be appealed under the applicable procedures set forth in the Memorandum of Understanding or under the procedures in the Public Safety Officers Procedural Bill of Rights Act (POBR).
- Removal from special pay assignments for business or operational reasons during the term of the assignment is not subject to appeal.
- In all cases, upon the request of the employee, a meeting may be

scheduled with the Sheriff to review the facts regarding non-renewal of appointments.

- Voluntary removal by the employee is not precluded.

3. Temporary Assignments

   - Temporary assignments for business or operational reasons are subject to the special pay provision. The term of these assignments is up to ninety (90) days.
   - Temporary training assignments for less than ninety (90) days are not subject to special pay.
   - Temporary assignments of experienced personnel for less than standard assignment periods are permitted and shall be subject to special pay.

4. Additional compensation in the amount of two-and-one-half percent (2.5%) of base pay shall be paid for the following assignments: Air Support Unit, Bomb Team, Canine Unit, Detective Unit, Dive Squad, POSSE and SWAT.

5. Additional compensation in the amount of five percent (5%) of base pay shall be paid for the assignment of Chief of Police. In the event the Sheriff assigns a Lieutenant to the position of Chief for more than one city, the employee shall be paid an additional five percent (5%) of base pay for each and every police department he or she is assigned as Chief.

6. Additional compensation in the amount of two-and-one-half percent (2.5%) shall be paid for Lieutenants assigned to manage the Field Training Officer (FTO) program (no more than one Lieutenant and one Custodial Lieutenant), effective the first full pay period following Board approval on April 22, 2008.

7. The additional compensation as described herein may be earned by one (1) incumbent for as many special pay assignments as the Sheriff assigns and approves.

8. Such assignment pay shall not be paid: (a) during periods of absences for disability leaves (including, without limitation, 4850 leave); (b) unpaid leaves of absence; or (c) any time during which the employee is unable to perform the assignment for a full pay period.

8. HOLIDAY/VACATION TIME PROVISIONS

A. County Holiday Policy

1. The County recognizes the following holidays, which are valued at eight (8) hours each unless otherwise noted.

   New Year's Day, January 1st
   The third Monday in January, Martin Luther King Day
   The third Monday in February, Washington's Birthday
   The last Monday in May, Memorial Day
   Independence Day, July 4th
   First Monday in September, Labor Day
   Veterans Day, November 11th
   Thanksgiving Day
   The day after Thanksgiving Day
   Christmas Eve, December 24th (four (4) hours only)
   Christmas Day, December 25th

2. Employees on a 5-2 (Saturday and Sunday off) work schedule do not receive holiday time when Christmas Eve falls on a Saturday or Sunday. Employees required to work full shifts on Christmas Eve, including Saturday or Sunday, shall be credited with four (4) hours of vacation time.

3. Only the immediate days of mourning or holiday declared by the President and Governor shall be County holidays in addition to the specific list of holidays above.

4. If January 1st, July 4th, November 11th, or December 25th occurs on a Sunday, the following Monday shall be observed as the holiday for employees assigned to a 5-2 (Saturday and Sunday off) work schedule.

5. If January 1st, July 4th, or November 11th occurs on a Saturday, the preceding Friday shall be observed as the holiday for employees assigned to a 5-2 (Saturday and Sunday off) work schedule.

6. Employees who are required to work as determined by their work schedule on a recognized holiday as listed above in Section 8-A-1 shall be credited with equivalent vacation time up to the maximum value of the individual holiday.

7. When a recognized holiday falls on the employee's regularly scheduled day off and the employee is not required to work, the employee shall be credited with vacation time up to the maximum value of the individual holiday.

8. Employees shall be considered “working the holiday” based upon the start date of their shift.

B. 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 “special” vacation time each calendar year in lieu of optional holiday time. See subdivision F of this section for vacation accrual rates.

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

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

C. Vacation Credit for Holidays

1. Exceptions to when equivalent vacation time is credited are as follows:

   a. New hires or employees who return from leave of absence shall receive vacation credit for a holiday if the first day worked is on or before the holiday.

   b. Terminated or discharged employees, or those beginning an unpaid leave of absence, shall receive vacation credit for a holiday if the last day for which pay is received falls after the holiday, or if the last day worked falls on the holiday.

   c. Employees on disciplinary suspension without pay shall not receive vacation credit for a holiday occurring during the period without pay.

   d. Employees taking time off without pay shall not receive vacation credit for the holiday if they are on an unpaid status during the major portion of the pay period.

2. Employees who are required to attend training on a holiday shall receive equivalent vacation time credit on an hour for hour basis.

D. Vacation Accumulation Maximum

Vacation time in the amount not to exceed a maximum of 800 hours plus one calendar year accruals shall be carried over on employee accrual balances from year to year.

The parties agree that, employees who have reached the maximum vacation accumulation 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 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, who are nearing the vacation accumulation maximum of eight hundred (800) hours, or their general or special limit pursuant to County ordinance 3.36.010 (12/23/95), shall receive notification from the department. Employees are encouraged to request vacation upon receiving this notice 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 800 hours plus one calendar year accruals.

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.

E. Limited Cash Conversion

The parties agree that employees may request conversion into cash payments not more frequently than twice in any twelve (12) month period. The cash out payment is limited to budget constraints. For retirement purposes see section 7-F.

F. Vacation Accumulation Rate

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

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

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

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

7.70 hours per pay period (twenty-five [25] days a year) for the twenty-first (21st) year of continuous service and thereafter until separation from County service.

In addition, thirty-two (32) hours additional vacation is credited to each employee's vacation accumulation in January of each year. Those employees hired during the months of January through November will receive the full 32 hours of vacation credit. Those management employees hired during the month of December will receive this additional 32 hours vacation credit only if they work the majority of the working days in that month.

G. Management Leave

Forty (40) hours of management leave shall be available for management employees each calendar year. This time is intended to recognize the additional uncompensated time worked by management employees. This management leave requires department approval before it can be taken, and if not taken, cannot be carried over to the following calendar year and is not subject to cash out.

H. Time Bank

Effective January 1, 2005 every member shall contribute eight (8) hours from Management leave. January 1st of each subsequent year, every employee covered by this agreement shall contribute an equal amount of hours, or portions thereof, from vacation to create a bank of two hundred fifty (250) hours to be used for SCSMA 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 three hundred (300) hours. The time bank shall not be subject to cash out nor shall it be returned to contributing employees.

The time bank shall be used for SCSMA business and shall be approved in advance by the SCSMA president. SCSMA shall endeavor to provide reasonable and timely notice for all time bank leave requests. Requests for time bank leave shall be submitted and approved consistent with the Sheriff's existing policy for approval of vacation time. The SCSMA recognizes that the Sheriff shall not be obligated to hire relief personnel on an overtime basis in order for a time bank leave request to be approved, nor shall previously approved leave requests of other Sheriff's personnel be subject to cancellation so that SCSMA time bank requests can be approved.

Furthermore, the County will contribute an additional eighty (80) hours annually. This supplementary time may only be used when it is of benefit for SCSMA and the County, as determined by the SCSMA president. Requests for time off shall be noted as County time and submitted as described above.

9. LEAVES OF ABSENCE

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

B. Unpaid leaves of absences, or other absences (other than paid vacation), greater than three weeks shall not count toward the minimum service period required to achieve permanent status.

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

10. 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, shall be presumed to have voluntarily resigned from County service, effective on the date at which the unauthorized absence began. The provisions of County Code Section 3.28.130 (Petition to Set Aside Resignation) shall apply. The parties agree that members of the unit do not waive any right to a hearing or other due process by this section or any rights under the "Peace Officer Bill of Rights."

11. MAXIMUM SUSPENSION

The parties agree that the maximum time period during which an employee may be suspended for cause pursuant to County discipline policies is forty-five (45) work days in increments of one full work week or weeks, as that term is or may be defined by FLSA, unless for a major safety infraction.

12. ARBITRATION EXPENSES

This provision shall apply in the event that an individual, as opposed to the SCSMA, pursues arbitration. Prior to engaging the services of an arbitrator or court reporter, the individual shall make a deposit covering each day of arbitration, and certify that he or she is individually responsible for the costs of the arbitrator and court reporter, and that the County will have no responsibility to pay for the individual's share of costs as specified in the grievance and arbitration procedure. An arbitrator shall have no jurisdiction to order that the County assume responsibility for paying an individual's share of grievance and arbitration costs.

13. PROBATIONARY PERIOD

A. Length of Probationary Period

Any newly appointed employee shall serve a maximum probationary period of eighteen (18) months total. Current employees of the Stanislaus County Sheriff's department shall serve a maximum probationary period of twelve (12) months total, which shall not be extended. Employees, who have held permanent status in the class, shall not serve a new probationary period.

B. No Charges on Probationary Terminations

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

C. Extension of Probationary Periods

Any absence without pay exceeding fifteen (15) calendar days shall cause the employee's probationary period to be extended by the number of calendar days of such absence.

14. REDUCTION-IN-FORCE POLICY

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

Custodial Deputy Sheriffs Bargaining Unit
Sworn Deputy Sheriffs Bargaining Unit
Sheriff's Supervisor Bargaining Unit
Sheriff's Management Bargaining Unit

The parties agree that the joint Reduction-In-Force Policy included in this agreement as Attachment B, applies to all employees covered by this agreement. The joint Reduction-

In-Force Policy may only be amended by mutual agreement of the County and all four represented bargaining units.

15. HEALTH CARE

A. Group Plans Available

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

B. Physical Examination

The parties agree that not more than once in a three (3) year period each employee shall be entitled to request a physical examination to be performed at Stanislaus County Health Services Agency provided such employee is at least forty (40) years of age at the time of making the request. Such examination would be conducted by qualified Stanislaus County Health Services Agency staff members at a time mutually convenient to Stanislaus County Health Services Agency and the employee. Requests for examinations shall be made by written request to the Chief Executive Office or such other place as directed.

C. Eye Examination – ID

All members of the bargaining unit assigned to the Sheriff's Department ID Division shall be eligible each year for one (1) extra eye exam and replacement of lenses only if necessary. This exam is in addition to the exam provided by the employee's respective vision insurance plan.

16. BENEFITS

A. Life Insurance

Employees enrolled in one of the health insurance plans shall be eligible for a thirty thousand dollar ($30,000) term life insurance policy. This benefit is available for the employee only. Additional life insurance may be purchased at employee expense through the cafeteria plan.

B. Deferred Compensation

The County will contribute into a deferred compensation plan 1.5% of base salary for employees.

C. Disability

The county provides a limited income protection plan which provides that if you are completely disabled due to illness or injury (not work-related) the County will continue paying 50% of your monthly salary for up to twelve months starting on the 30th day of disability.

The County provides long term disability insurance coverage. The plan shall be commensurate with all other management employees (bargaining unit M) benefit.

D. Professional Development

An annual amount of seven hundred dollars ($700.00) may be used for cost reimbursement for professional association dues, books, tuition, conference fees and related travel, hotel and meal expenses for job-related or professional development related courses which the employee wishes to attend. Additionally, professional development reimbursement may be used for the purchase of computers and related hardware, software, etc.

The parties agree to broaden the definition of professional development to include the purchase of firearms and exercise equipment as well as reimbursement for fitness membership dues only, excluding social membership, golf, etc. The intent is to use professional development reimbursement for health and fitness only.

The allowance is prorated for new hires, based on the date of hire, and prorated for any periods of unpaid leave status. Professional development allowance must be used or it expires at year-end.

The parties agree that this benefit is currently suspended and the County will reinstate this benefit for members of the bargaining unit if it is reinstated for other County management employees. If this benefit is reinstated, the criteria for professional development will be consistent with other County management employees.

E. Car Allowance

Management employees excluding Department Heads, who use their private vehicles consistently in the course of County work may be granted $1,200 (or $2,400) per year car allowance, in addition to mileage for both in-county and out-of-county travel, based on determination by the Department Head. This is considered taxable additional compensation and is reported to the IRS. The Chief Executive Officer shall maintain specific policy guidelines regarding the administration of this benefit

F. Dependant Care Assistance & Medical Reimbursement Program

The County shall extend to members of the bargaining unit the Dependent Care Assistance and Medical Expense Reimbursement program.

17. PAYROLL DEDUCTIONS

A. Payroll Deduction

The County agrees to maintain a payroll deduction for members of this bargaining unit who voluntarily approve of such deduction in an amount determined by the SCSMA and consistent with the requirements of the Auditor-Controller.

B. Credit Union Deduction

The parties agree that the County shall provide a voluntary payroll deduction for the Credit Union.

18. MILEAGE REIMBURSEMENT

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

19. FUTURE MEET AND CONFER TOPICS

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

A. Health and Welfare Benefits
B. Retiree Health Care
C. Amend Stanislaus County Personnel Policies
   1) SCPP 3.08.050 to include Psychologists
   2) SCPP 3.28.130 to redefine time limits to appeal dismissal for Absent Without Leave (AWOL)
D. Examine Medical Terminations Pursuant to Section 19253.5(a) Government Code
E. Changes to the existing Pay for Performance Evaluation Process
F. Accrual Policies and Procedures relating to Sick Leave, Management Leave, and Vacation Benefits (does not include annual accrual amounts)

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

20. PERSONAL PROPERTY DAMAGE PROCEDURE

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

21. SICK LEAVE

A. Sick Leave Cash Out

The parties agree that the Sick Leave Policy of the County in effect immediately prior to the commencement of this agreement shall remain in effect during the term of this agreement, with the exception that the policy of the County concerning pay for a portion of accrued sick leave upon termination of County employment shall be amended as follows in the consideration of the salary and other fringe benefit increases in this agreement. The parties agree that employees who terminate from County service as a result of death, non-service connected disability retirement, or service retirement shall be eligible to receive cash for accrued, but unused sick leave on the books at the rate of seventy-five percent (75%) of the salary equivalent of such sick leave.

The parties agree that at the time a member of the bargaining unit is granted a service connected disability retirement the employee shall not have the option to continue his or her disability leave charged against accrued sick time. Any accrued sick leave shall be cashed out at seventy five percent (75%). The seventy-five percent (75%) cash out shall be limited to this circumstance only.

The maximum amount of sick leave that shall be applied toward the cash out provisions as provided for herein shall be six hundred (600) hours. For example, if an employee retires from County service, he or she would be cashed out for seventy five percent (75%) of six hundred (600) hours or four hundred fifty (450) hours. Time in excess of the six hundred (600) hours shall continue to accrue and be used in the case of illness.

In addition, any current employee who has accrued time in excess of six hundred (600) hours shall, upon retirement, consistent with current MOU provisions, cash out the amount of time accrued as of the pay period ending January 6, 1995 or the

end of the last pay period in October, whichever time is higher. The total sick leave accrual on the date for each employee shall become the employee's individual maximum or cap for sick leave cash out purposes while the employee remains in the continuous employment of the County. For example, if the employee has one thousand (1,000) hours on the date the cash out maximum takes effect, he or she would be cashed out for seventy-five percent (75%) of one thousand (1,000) hours or seven hundred fifty hundred (750) hours upon retirement. Any time accrued and in excess of this time shall not be subject to cash out. The County agrees that any sick leave credited toward retirement of the employee will be made in good faith.

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.

Furthermore, the County agrees all sick leave accrued above the employees individual cash out maximum shall be converted toward service credit upon retirement on an hour-for-hour basis.

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

The parties recognize that employees covered by this agreement participate in the DSA Medical Trust. Upon retirement, any sick leave cash out benefits shall be directed to the DSA Medical Trust. This program must continue to meet the criteria of the Auditor-Controller and Internal Revenue Codes for tax purposes. This provision has no effect on the percentage of sick leave cash out.

22. UNIFORM ALLOWANCE

Uniform allowance shall be one thousand two hundred seventy dollars ($1,270.00) per year, paid monthly in twelve (12) equal payments. In exchange for this additional compensation, employees shall be responsible for the maintenance, care, purchase and replacement of uniforms.

Refer to Section 21, Personal Property Damage Procedure for reimbursement of personal property damaged or destroyed in the line of duty.

No uniform allowances shall be provided to employees absent from duty for three (3) or more consecutive calendar months on 4850 or other disability-related leave.

23. BODY ARMOR

The Sheriff will provide Threat Level IIA body armor to all sworn personnel in the Operations Division. All such personnel are required to wear the body armor; provided,

however, the Sheriff may designate exceptions to the requirement for certain personnel. The Sheriff's designation of exceptions is not grievable or arbitrable.

24. TAKE HOME VEHICLES

Take home County vehicles will be based upon assignment and assignment will be at the Sheriff's discretion. The use of a County vehicle will not be considered as compensation.

25. RETIREE MEDICAL TRUST

The parties agree to allow the SCSMA to participate in the Central Valley Retiree Benefit Trust including requiring a payroll deduction in order to participate. Effective the first full pay period after December 1, 2004 a non-taxable deduction of one percent (1%) of the employee's salary shall be directed to the retiree medical trust.

26. SEVERABILITY

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

27. FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

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

ATTACHMENT A

STANISLAUS COUNTY

CEO-Human Resources

Pay for Performance Guidelines/Procedures Effective July 1, 2010

PAY FOR PERFORMANCE
DEPARTMENT HEADS/MANAGERS/CONFIDENTIAL ASSISTANTS
EFFECTIVE JULY 1, 2010

PROCESS IMPROVEMENT OVERVIEW

Based on feedback from Managers, Supervisors, and Department Heads, the County is streamlining the Pay for Performance Process (PFP) effective July 1, 2010. The County is acutely aware of the challenging fiscal constraints and staff reductions that departments are facing. With that in mind, the Pay for Performance process has been re-designed to improve turnaround time. It was developed to be efficient, yet effective, for departments to successfully complete in a timely manner. The new process no longer includes a development plan or team member evaluations. This does not, however, preclude a supervisor from gathering and utilizing informal feedback from other co-workers to gain additional perspective. If the Department chooses to utilize some method of obtaining feedback from co-workers, contact the Chief Executive Office beforehand to validate the methodology.

The new process includes two components: a self-evaluation and supervisor evaluation. The self-evaluation ratings do not count toward the overall score. The ratings are gathered to allow the employee to reflect on his/her performance. The new Pay for Performance plan does not require a development plan, however, it is anticipated that Department Heads/Managers/Confidential Assistants will be working on self-development by establishing goals to develop and enhance learning. It is essential to recognize the importance of making a contribution by adding value to the business results of the County.

The Pay for Performance evaluation program applies to Department Heads, Managers, and Confidential Assistant employees. Every employee who is a Department Head (except elected Department Heads), Manager, or Confidential Assistant is expected to participate in this evaluation process annually regardless of where the employee falls in the salary band. Appointed Department Head evaluations are performed by the appropriate Assistant Chief Executive Officer. Employees who are at the top of their band should still be focused on continuous improvement.

PAY FOR PERFORMANCE OBJECTIVE

An effective performance appraisal system is a partnership between the supervisor performing the evaluation and the staff member receiving the evaluation. One of the most important responsibilities of any supervisor is to motivate staff to accomplish assignments and develop new skills. Staff members need to understand what is expected of them, receive the necessary training and resources to do what is assigned, and receive feedback on their performance on an ongoing basis.

A performance appraisal system can contribute significantly to enhanced communication between a supervisor and the staff he/she supervises. Further, it can lead to improved morale, productivity, and the continued development of staff potential.

Performance appraisal is constantly occurring. Communication and feedback should occur on a regular basis. Supervisors should review work, adjust workloads, provide direction or instructions, and respond to questions. In turn, supervisors should relay observations about work performance to the employee. Feedback allows an employee to be aware of good performance in which case it can be continued. On the other hand, an employee made aware of performance deficiencies is provided with an opportunity to improve that performance. This feedback process culminates in the formal pay for performance evaluation to be held once a year.

Employee development comes from managers and supervisors who take the time to develop their employees. The most skilled managers and supervisors uncover and help nurture an employees potential. An effective supervisor and/or manager is a catalyst who help employees to think for themselves.

Each year department heads set strategic and operational goals for their departments for the upcoming year. In turn, Supervisors will be asking Managers and Confidential Assistants to set professional and developmental goals and expectations for the coming year.

BUSINESS AND LEADERSHIP CORE COMPETENCIES

It is clear that the demands County staff face on a daily basis is changing rapidly. Change requires us to continually stretch ourselves and adapt. The County's Leadership and Business Core Competencies have been integrated into the performance factors that form the basis of the Pay for Performance evaluation. Core competencies are the characteristics of an employee that results in effective performance on the job. It is the "how" of job performance. With diminished revenue streams and less funding for the County to operate, supervisors are increasingly relying on staff to demonstrate a greater level of skill and performance. Managers and Confidential Assistants are encouraged to identify individual competency areas for self-development. The County's continued organizational excellence depends on you--our current and future leaders.

NEW PAY FOR PERFORMANCE TOOLS

There are four new tools:

- Department Head/Manager Self-Evaluation Form
- Department Head/Manager Supervisor's Evaluation Form
- Confidential Assistant Self-Evaluation Form
- Confidential Assistant Supervisor's Evaluation Form

SELF-EVALUATION

Each employee will complete a self-evaluation. Please rate your performance for each criterion in the evaluation which includes some of the following areas: quality and quantity of work performed, customer focus, initiative, process improvement, work ethic, communication, adherence to County policies, overall achievement of business results, supporting effective teams, and employee development. There is also a section for employees supervising others that includes: develops and communicates performance expectations, monitors job performance, effectively communicates performance results, provides timely evaluations, and recognizes individual accomplishments.

The Manager/Confidential Assistant self-evaluation must be completed within two weeks. The rest of the process is contingent upon the self-evaluation being completed in a timely manner. To ensure that the entire process is completed by the end of the employee's rating period, the Manager/Confidential Assistant must submit the completed self-evaluation **no later than four weeks prior** to the end of the current rating period. The self-evaluation rating form and comments will be shared with the Supervisor before he/she completes the Supervisor Evaluation.

It will be important for the Designated Receiver to record the date he/she receives the employee's self-evaluation. This date will be used to determine whether the employee is eligible for a retroactive pay increase if the process is delayed.

The self-evaluation rating score will not be included in the overall rating; however, it provides you with a basis to compare your evaluation of your performance with that of your supervisor. It also encourages you to give serious thought to how you have performed in the past year.

Page Two of the self-evaluation provides an opportunity to provide comments in the following areas:

- **General comments—**Provide general comments about your work performance. You are not limited to commenting on areas rated on Page One. You should include additional information you would like to highlight about your performance or clarifying comments about your ratings in this section. Describe how your contributions provide value to the overall business results in your department.

- **Strengths demonstrated in past year—**Provide general comments about your important strengths. Consider any items rated as Outstanding or Top Performer.

- **Opportunities for Improvement—**List improvement opportunities to be considered for a goal during the next rating period.

- **Prior Rating Period Self-Development—**Provide general comments about the professional and developmental goals you accomplished over the past year.

- **Next Rating Period Self-Development—**Provide general comments about the professional and developmental goals you hope to accomplish in the next year.

SUPERVISOR EVALUATION

After reviewing the employee's self-evaluation, please rate the employee's performance for each criterion in the evaluation which includes some of the following areas: quality and quantity of work performed, customer focus, initiative, process improvement, work ethic, communication, adherence to County policies, overall achievement of business results, supporting effective teams, and employee development. There is also a section for employees supervising others that includes: develops and communicates performance expectations, monitors job performance, effectively communicates performance results, provides timely evaluations, and recognizes individual accomplishments. If you rate the employee as a Developmental Performer, you are required to have verbally counseled the employee on the areas you consider below standard prior to the evaluation. If you rate the employee as a Non-Performer, you are required to have counseled and documented the discussion(s) prior to the evaluation.

After you have rated the employee's performance, you will then provide comments in the following areas:

- **General comments—**Provide general comments about work performance. Your comments should include additional feedback or clarify your ratings in this section. You are not limited to commenting only on the criteria included in the work performance section. If you have comments you would like to add about other areas of work performance, it would be important to include them in this comment section.

- **Strengths demonstrated in past year—**Identifying strengths is very important to the person being evaluated. This allows the person to make a concerted effort to continue doing what they do well.

- **Opportunities for Improvement—**As an organization that is committed to continuous improvement, staff must be focused on improving performance. Input from the employee's supervisor is valuable in this process and helps guide the employee's development efforts in the coming year. Often, opportunities for improvement identified in the evaluation will help the employee to develop his/her self-development goals. It is important to remember that each employee wants to improve performance and this feedback serves as a guide. When providing comments on opportunities for improvement, be sure they are constructive in nature.

- **Performance Goals and Expectations**—Provide general comments on the goals and expectations for the employee during the next rating period. You may provide a general overview or detailed summary based on the individual needs of the position.

When you have completed your evaluation, return the form to the Designated Receiver within **two weeks** after the date you received the form. An effective performance evaluation from a supervisor should:

- Be completed on time;
- Make certain the person being evaluated is fully aware of performance standards as they apply to their positions;
- Define how each task affects the overall work of the unit and/or Department;
- Assist the employee in becoming an outstanding performer;

- Recognize exemplary performance;
- Recognize incremental performance improvements;
- Set individual goals and objectives which drive the Department goals;
- Educate the employee on the shared responsibility for performance and development; and
- Encourage the employee to be innovative in their thinking and problem solving.

EVALUATION MEETING

Performance appraisal meetings are an essential aspect of supervision. When handled effectively, they can be of assistance in helping the employee and supervisor to close the gap between what the employee's actual performance is and what the expectations are. It is important to take into consideration the employee's input on how he/she has developed professionally in the past review year and what goals he/she has planned for the coming year. This can provide a good resource in establishing goals and expectations of the employee for the coming year.

EVALUATION RATING CATEGORIES

There are five rating categories on the performance evaluation. The Supervisor is being asked to mark the rating he/she believes is appropriate based on experience over the past year with the employee being evaluated. The rating categories are defined as follows:

PERFORMANCE FACTOR	DEFINITION
5. Outstanding (Role Model)	The employee clearly demonstrates outstanding performance. This person serves as a role model and sets a standard of performance others should work to achieve.
4. Top Performer	The employee's performance is good and is above standard.
3. Standard	The employee's performance meets the expectations of the job.
2. Developmental Performer (Counseled)	The employee's performance is below standard. There is evidence the employee is working to improve performance and meet job expectations.
1. Non-Performer (On Record)	The employee's performance is below standard and there is no evidence the employee is working to improve performance. (Note: For a supervisor to use this category, counseling must be on file.)

EVALUATION SCORING

The employee's evaluation score will be based 100% on the Supervisor's score. The employee's self-evaluation will not be factored into the evaluation score. The evaluation score provides feedback to the employee on his or her level of performance and will determine the employee's salary increase if the employee is not at the top of his or her band. All employees are expected to complete an evaluation regardless of whether they are at the top of the band or not. The following point range will be used to calculate salary increases:

POINT RANGE

POINT RANGE	% SALARY INCREASE
4.00– 5.00=	5%
3.50 – 3.99=	4%
3.00 – 3.49=	3%
2.50 – 2.99=	2%
2.00 – 2.49=	1%

TIMELINE

The new PFP Process should occur annually and should start **six weeks in advance** of the employee's anniversary date.

TIMELINE	WHO PERFORMS	TASK	EXAMPLE
6 Weeks in advance	Designated Receiver	Sends out notice to employee to begin self-evaluation. Employee has two weeks to complete.	July 12, 2010
4 Weeks in advance	Designated Receiver	Collects self-evaluation from employee. Sends employee self-evaluation to supervisor. Supervisor has two weeks to complete	July 26, 2010
2 Weeks in advance	Supervisor	Supervisor meets with the employee to discuss evaluation.	August 9, 2010
1 Week in advance	Designated Receiver	Collects the signed evaluation from the Supervisor. Completes checklist and PAF for processing.	August 16, 2010
DUE DATE		**EFFECTIVE**	**August 23, 2010**

PAY FOR PERFORMANCE CHECKLIST

NAME OF EMPLOYEE: **POSITION:**

NAME OF SUPERVISOR: **RATING PERIOD:**

PAY FOR PERFORMANCE CHECKLIST			
		YES	**DATE**
1	Designated Receiver sent out notice to employee to begin self-evaluation.	☐	
2	Designated Receiver received self-evaluation from employee within two weeks.	☐	
3	Designated Receiver sent employee evaluation to Supervisor.	☐	
4	Designated Receiver received Supervisor evaluation within two weeks.	☐	
5	Supervisor met with the employee to discuss evaluation.	☐	
6	Designated Receiver collected the signed evaluation from the Supervisor.	☐	
7	Designated Receiver completes *documents and submits for processing. *Documents include the PAF, PFP Checklist, Supervisor and Employee Evaluations.	☐	

PAY FOR PERFORMANCE—EXCEPTIONS				
		YES	**NO**	**EXPLANATION (Please include dates)**
1	Process was delayed by employee	☐	☐	
2	Process was delayed by department	☐	☐	
3	Retroactive pay for performance	☐	☐	

SUMMARY	
DATE PAY FOR PERFORMANCE EFFECTIVE	
PAY FOR PERFORMANCE % RATE INCREASE	

ATTACHMENT B

Sheriff's Represented Bargaining Units
Reduction-In-Force Policy

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

Deputy Sheriffs Association (DSA)
Stanislaus Sworn Deputys Association (SSDA)
Stanislaus Sheriff's Supervisors Association (SCSSA)
Stanislaus Sheriff's Management Association (SCSMA)

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

REDUCTION-IN-FORCE

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

In the event that a Reduction-In-Force action is to be recommended, a good faith effort will be made by the County to notify the Union, and meet upon Union request to discuss alternatives to the Reduction-In-Force action including voluntary time-off, approval of leave of absence requests, and voluntary lay-offs. The County will do what it reasonably can to make available to employees who are laid off retraining opportunities as available through Federal or State job training programs or other available County programs.

ORDER OF SEPARATION

Employees in the same classification shall be separated considering type of appointment and 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 appointment types shall be:

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

Employees with prior probationary or permanent status in a lower level classification who are subject to a Reduction-In-Force action shall be returned to their prior classification, subject to the seniority provisions of this agreement.

REDUCTION-IN-FORCE PROCEDURES

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 in cases of equal or near equal seniority , the Chief Executive Office may utilize such payroll or other records which may be on file with the Auditor-Controller's Office or other department.

Continuous Service Defined

Employees on approved leaves of absence without pay, catastrophic leave (donated time) or unpaid suspension shall retain seniority accumulated before the leave of absence. The first 60 calendar days on each individual approved unpaid leave, catastrophic leave, or disciplinary suspension will be included in the seniority score computation. Time will be deducted starting the 61st calendar day of such leave. Time spent on military leave is not deducted for the purposes of calculating seniority regardless of the length of such leave.

Service to the County including PSC, unpaid volunteer/intern, or any service which is not in an employer-employee relationship does not count toward total County seniority.

Any voluntary separation is considered a break-in-service; time spent prior to leaving County service shall not be counted for the purposes of calculating seniority for a reduction-in-force. Persons hired from a reduction-in-force reemployment list regain all previously earned seniority on the date of reemployment.

SENIORITY CALCULATIONS:

Among permanent and probationary employees in the classifications of Deputy Sheriff-Custodial, Deputy Sheriff-Coroner, Sergeant-Custodial, Sergeant, Custodial Lieutenant, and Lieutenant, the order of layoff will be determined by employee's seniority calculations in the following order:

1. Classification Seniority
2. Department Seniority
3. County Seniority
4. Lottery

1. Calculation of Classification Seniority

Among permanent and probationary employees in the classifications listed above, the order of layoff will first be determined by the total full-time service in the employee's current classification and higher ranking classification(s). Extra-help/part-time service is not counted in calculating Classification Seniority.

For the purposes of calculating Classification Seniority, employees who were released from probationary status and subsequently returned to the same classification will not receive credit for time served during the first probationary period. (Example: Lieutenant is released from probation and subsequently promotes back to Lieutenant. Only the

current time spent as a Lieutenant shall be counted towards classification seniority. Time in classification spent prior to the probationary release does not count.) If an employee is released from probation and demotes to a lower level classification all time spent in the higher level classification shall count towards Classification Seniority in the lower level classification and toward overall County Seniority.

Example of Classification Seniority Calculation:

Initial Reduction in Force of One Lieutenant Position

Seniority Rank	County Service	Time in Classification (or higher)	
1.	20 yrs	Lt. 10 yrs	
2.	16 yrs	Lt. 7 yrs	
3.	16 yrs	Lt. 5 yrs	
4.	18 yrs	Lt. 3 yrs	Least time spent as a Lieutenant, bumped to prior Sergeant position

Impact on Sergeants

Seniority Rank	County Service	Time in Classification (or higher)	
1.	25 yrs	Sgt. 15 yrs	
2.	22 yrs	Sgt. 12 yrs	
3.	18 yrs	Lt. 3 yrs Sgt. 7 yrs	Previously held permanent status as a Sergeant, 10 years seniority in class or higher
4.	20 yrs	Sgt. 8 yrs	Bumped to prior Deputy Sheriff position

2. Calculation of Department Seniority

In the case of two or more employees with equal Classification Seniority, the order of layoff will then be determined by total full-time service in all positions held in the Sheriff's Department. Extra-help/part-time service is not counted in calculating Department Seniority.

3. Calculation of County Seniority

In the case of two or more employees with equal Classification and Department Seniority the order of layoff will then be determined by County Seniority. Calculation of County Seniority means all continuous service in the County, regardless of classification and department. Continuous extra-help service shall be included in the calculation of County Seniority.

Extra-help hours served on or after January 1, 1999, shall be calculated on an hour-for-hour basis with eight (8) hours as the equivalent of one (1) 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 per calendar week).

4. Lottery

Should the order of layoff not be determined in the calculation of Classification, Department, or County Seniority an agreed upon lottery system will be used to determine the order of layoff. The County and the impacted bargaining unit(s) will meet and confer over the terms and conditions of the lottery process prior to each lottery.

WRITTEN NOTICE

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

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

DEMOTION RIGHTS IN LIEU OF LAYOFF

In lieu of being laid off, an employee may elect to voluntarily demote within the Sheriff's Department to a lower paid classification previously held and in which the employee presently meets the minimum qualifications of the classification. Less senior employees 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 Deputy Executive Officer of Human Resources in writing no later than seven (7) working days after receiving notice of layoff.

VOLUNTARY TRANSFER OR DEMOTION 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 the Sheriff's Department or any other County department. The transferring employee must meet the minimum qualifications of the classification at the time of transfer. Such requests require approval by the Department Head. Employees transferring or demoting may be required to serve classification and/or department probation consistent with existing County personnel policies.

RE-EMPLOYMENT

For a period of two (2) years 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 the re-employment rights based upon the provisions outlined in each Association's agreement with the County: Implementation of 5% Salary Savings in Fiscal Years 2010-2011 and 2011-2012. 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 and continuous service in the administration of this section.

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 (7) days of receiving the notification of the reduction-in-force. The Deputy Executive Officer shall review the applicable MOU, Reduction-in-Force Policy, and the seniority calculation methodology. The Deputy Executive Officer shall respond to the 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 person 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 3.28.06 within seven (7) days of receipt of the Chief Executive Officer's decision. . The Chief Executive Officer shall forthwith transmit the appeal request to the Hearing Board. The Hearing Board shall within a reasonable time from the filing of the appeal, commence the hearing 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 present 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 by 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.

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.