


**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF STANISLAUS AND
DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION
REPRESENTED BY THE
STANISLAUS COUNTY DISTRICT ATTORNEY INVESTIGATORS' ASSOCIATION**


This agreement is entered into between the County of Stanislaus and the County District Attorney Investigators Association represented by the Stanislaus County District Attorney Investigators Association (SCDAIA).

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 SCDAIA, 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.

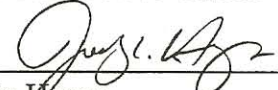
FOR THE COUNTY:



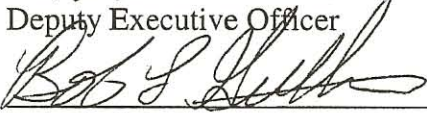
Ray Simon, Chair
Board of Supervisors




Richard W. Robinson
Chief Executive Officer



Jody Hayes
Deputy Executive Officer




Bob Guthrie
Chief Criminal Investigator




Nancy Bronstein
Senior Management Consultant

FOR SCDAIA:



Paul Konsdorf, Labor Representative
Goyette and Associates



Kevin Bertalotto
President

Date Signed: 4/17/07

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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 classifications of Criminal Investigator I/II and Senior Criminal Investigator.

2. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect for a forty-nine (49) month period commencing on March 1, 2006, and ending on March 31, 2010.

3. NO STRIKE

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

4. NON-DISCRIMINATION/FAIR REPRESENTATION

The parties agree that the provisions of this agreement shall be applied without favor or discrimination based upon race, ancestry, religion, color, age, national origin, political affiliation or belief, disability (includes persons with AIDS or those with a record of or regarded as having a substantially limiting impairment), medical condition (cancer related), pregnancy related condition, sex, marital status or sexual orientation. The parties agree to recognize, respect, and support the County's commitment to nondiscrimination in employment as set forth in the County's Affirmative Action Program. SCDAIA agrees to encourage its members to assist in the implementation of that program.

SCDAIA agrees to acknowledge its responsibility to fairly represent all employees in the bargaining unit without regard to race, ancestry, religion, color, age, national origin, political affiliation or belief, disability (includes persons with AIDS or those with a record of or regarded as having a substantially limiting impairment), medical condition (cancer related), pregnancy related condition, sex, marital status, or sexual orientation, job classification, or employment status and in compliance with State laws. County acknowledges and agrees that it will not discriminate or take adverse action against employees on the basis of their choice of SCDAIA representation.

5. SAFETY PROGRAM SUPPORT

SCDAIA 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 Increase

All members of the bargaining unit shall receive the following salary increases effective the date of approval by the Board of Supervisors, unless otherwise indicated:

The first full pay period following May 1, 2006	2 percent
<u>The first full pay period following January 1, 2009</u>	<u>4 percent</u>
49 months	6 percent

B. Salary Administration

1. The parties agree that County salary policy applied to an employee dismissed during probationary service from a position to which he or she had been demoted, promoted or transferred, will be clarified as follows: Such an employee's salary shall be returned to the same step in the appropriate salary range as had been held prior to the promotion, demotion, or transfer. Employee salary review date, if applicable, shall be adjusted by the equivalent number of months during which an employee did not hold the classification to which he or she is returning.
2. The parties agree to the County policy concerning salary administration as follows: "Eligibility for advancement to subsequent salary steps will thereafter be based on one year satisfactory continuous service at the prior step until the employee reaches the maximum step of the appropriate salary range."

3. The parties further agree to the County's policy that a 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.

C. On-Call Pay

On-call pay shall be compensated at \$250.00 for each seven (7) day period of required on-call service. Effective July 8, 2006 Employees will have the option of choosing 8 hours of comp time for each seven (7) day period of required on call service in lieu of paid time.

D. Call-Back Minimum

The parties agree that the three (3) hour minimum call-back, paid at time and one-half, shall apply to members of the bargaining unit in any official call-back situation.

E. Compensatory Time Off

1. Overtime worked is accrued at one and one half pay rate. Employees who voluntarily work overtime to replace another employee who uses CTO to take time off shall only be paid for hours worked.
2. Compensatory time may be accrued to a maximum of 240 hours. Accumulation of CTO in excess of the maximum shall be paid. Employees may submit requests at a minimum of eight (8) hours to cash out accumulated compensatory time. The County shall cash out such request in the following pay period in which it is received.
3. Employees may be permitted to use CTO within a reasonable period of time of a request as long as the request for time off does not unduly disrupt department operations. The Department shall make a good faith effort to approve the request and notify the employee as soon as practical. If vacation relief or other coverage is not available, the request shall be posted and/or made available for voluntary coverage.
4. Employees may not demand specific date(s) off using CTO, nor may the department order employees to take time off as CTO.
5. All employees who promote shall cash out the total accumulation of compensatory time at the employee's pay rate immediately prior to the promotion.

F. POST Incentive Pay

1. Intermediate

The County agrees that those individuals possessing an Intermediate POST Certificate will receive a premium of two and one-half percent (2.5%) of actual base salary. POST Certificate pay is non-cumulative.

2. Advanced

Those individuals possessing an Advanced POST Certificate will receive a premium of three percent (3%) of actual base salary. Effective February 28, 2006, those individuals possessing an Advanced POST Certificate shall receive a premium of five percent (5%) of actual base salary. POST Certificate pay is non-cumulative.

G. Retirement

1. Members of the bargaining unit shall receive upon retirement three percent (3%) of base salary at age fifty (50),
2. Effective with the implementation of three percent (3%) of base salary at fifty (50), retirement benefits for all employees shall be calculated on the single highest twelve (12) consecutive months.
3. Employee retirement contribution rates are established by the Stanislaus County Employee Retirement Association (STANCERA). The County agrees to pay portions of the employee retirement contribution rates for all employees during the term of this agreement as follows:
 - a. Up to the first full pay period following approval of this agreement from the Board of Supervisors, the County shall pay a portion of the employee's retirement contribution rate (Basic and COLA) to STANCERA equal to three and three quarters percent (3.75%) of the employee's retirement eligible earnings.
 - b. Effective the first full pay period following May 16, 2006, the County shall pay an additional 1.5% of the employee's retirement contribution rate (Basic and COLA) to STANCERA for a total of five and one quarter percent (5.25%) of the employee's retirement eligible earnings.
 - c. Effective the first full pay period following October 1, 2007, the County shall pay an additional 3.0% of the employee's retirement contribution rate (Basic and COLA) to STANCERA for a total of eight and one quarter percent (8.25%) of the employee's retirement eligible earnings.
 - d. Effective the first full pay period following April 1, 2008, the County shall pay an amount equal to the total of the employee's retirement contribution rate (Basic and COLA) to STANCERA based on the employee's retirement eligible earnings. At this time the employee will

no longer pay any portion of their employee retirement contribution rate.

4. County contributions towards an employee's retirement contribution rate shall not exceed the actual employee retirement contribution rate being charged by STANCERA at any time. If an employee's retirement contribution rate falls below the amounts provided in Section 3 (A-C), the County contribution amount will be lowered to equal the actual employee retirement contribution rate being charged by STANCERA.
5. 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. The County will use 3.75% as the retirement pick-up amount utilized in the "30-year pay" calculation to determine the level of compensation the employee will receive.
6. All payments made by the County to STANCERA on behalf of the employee's retirement contribution rate shall be vested in the employee.

H. 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. Effective October 1, 1989, 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. This provision shall apply for promotion to classifications within this unit or for promotion to classifications assigned to the bargaining unit for which this provision applies.

I. Supervisors

The County shall maintain at least a ten percent (10%) spread between Criminal Investigator II and Senior Criminal Investigator classifications in recognition of full-time supervision.

J. Designation of Bilingual Positions

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

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

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

8. AMMUNITION

The County will phase out use of fully leaded handgun ammunition within eighteen (18) months of the parties' approval of this Memorandum of Understanding.

9. HOLIDAY/VACATION TIME PROVISIONS

A. County Holiday Policy

1. The parties agree that only the immediate days of mourning or holiday declared by the President of the United States and the Governor of California will be considered County holidays in addition to the specific list of holidays already present in the County Code.
2. Compensate eight (8) hours of holiday credit while on-call during a recognized holiday:

New Year's Day, January 1st
Martin Luther King Day
President's Day
Memorial Day
Independence Day, July 4th
Labor Day
Veterans Day, November 11th
Thanksgiving Day
Day After Thanksgiving
Christmas Eve, December 24th (four (4) hours only)
Christmas Day, December 25th

B. Combining Vacation & Optional Holiday Time

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 sub-division F of this section for vacation accrual rates.

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

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

C. Vacation Credit for Holidays

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

1. New hires or employees who return from leave of absence will receive vacation credit for a holiday if the first day worked is on or before the holiday.
2. Terminated or discharged employees, or those beginning an unpaid leave of absence, will accrue vacation credit for a holiday if the last day for which pay is received falls after the holiday, or if the last day worked falls on the holiday.
3. Employees on disciplinary suspension without pay will not receive vacation credit for a holiday occurring during the period without pay.
4. Employees taking time off without pay will not accrue the holiday if they are on an unpaid status during the major portion of the pay period.
5. Optional (floating) holidays will continue to be credited to vacation balances at the first of the year.

D. Limited Cash Conversion

The parties agree that employees with one hundred (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 more than once in a fiscal year. Such conversion shall be granted upon approval of the department head and the Auditor-Controller. Requests shall not be unreasonably denied.

E. Vacation Accumulation Maximum

For the term of this agreement only, the vacation accrual maximum shall be increased so that vacation time in the amount not to exceed four hundred fifty (450) hours shall be carried over on employee accrual balances from year to year. The additional vacation time carried over under this provision shall not be subject to cash out upon termination and shall be considered the first time used.

The parties agree that employees who have reached the four hundred fifty (450) hour vacation accumulation maximum shall not accrue any additional vacation time. Accrual of vacation time shall again commence in the pay period that the employee's vacation time has fallen below the four hundred fifty (450) hour maximum. It is the policy of the County that 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 four hundred fifty (450) hours (at three hundred seventy (370) hours or higher) will 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 four hundred fifty (450) hours.

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

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 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) pay periods.

10 LEAVES OF ABSENCE

- A. The parties agree that the County's leave of absence policy will remain unchanged during the life of this agreement and that leaves of absence without pay may be approved for probationary employees. Further, as a condition for a leave of absence without pay to continue, the County may require the employee on leave to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved.
- B. In addition, the parties agree that time worked during the probationary period will be counted toward permanent status even if the person has an intervening leave of absence during the probationary period.
- C. The parties further agree that the County's leave of absence policy will not 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 months to the nearest number of months for which the leave of absence is granted based on the number of calendar days in such month.

11. 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 County code Section 3.28.130 (Petition to Set Aside Resignation) shall apply.

12. 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 ninety (90) days. Notwithstanding the ninety (90) day maximum, both parties recognize that the Disciplinary Appeals Board could impose a longer suspension in lieu of termination.

13. NO CHARGES ON PROBATIONARY TERMINATIONS

The parties agree that the County will not be required to prepare a statement to the file as to why an individual's probationary period was terminated.

14. REDUCTION-IN-FORCE POLICY

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

15. PERSONAL PROPERTY DAMAGE PROCEDURE

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

16. GROUP INSURANCE BENEFITS

A. Health Insurance

The parties recognize that the County has joined Pacific Business Group on Health (PBGH). The group has not yet negotiated their rates for the upcoming year. The parties agree to meet and confer in the Joint Task Force for discussion of health insurance when rates become available. These rates will be available in June of each year. Current benefits and cafeteria contributions will stay in effect until January of the following year, unless agreed to otherwise.

The County agrees that any changes made as a result of meet and confer pursuant to this section shall not result in a loss of salary, compensation or cafeteria contributions currently provided to DA Investigator members.

B. Group Dental and Vision

The parties agree that group dental and vision care insurance benefits and dollar amounts that the County contributes for dental and vision insurance premiums through the Cafeteria Plan shall remain in effect during the term of this agreement.

C. 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 affects 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 terms of the agreement, unless amended through the joint negotiation process on health insurance.

D. State Disability Insurance

The County agrees to submit a request to the appropriate State agency to remove the members of the bargaining unit from the State Disability Insurance program effective January 1, 2007.

17. PAYROLL DEDUCTIONS

The County will provide a payroll deduction for DA Investigators pursuant to the following:

A. Fair Share Fee Payments

1. All regular full-time, non-probationary employees shall, as a condition of employment, pay a representation service fee which is the employee's proportionate share of the Stanislaus County District Attorney Investigators Association and their designated representatives (referred to as Union) cost of negotiations, meeting and conferring, administering the Memorandum of Understanding (MOU), and disciplinary representation beginning ninety (90) days after the MOU is ratified and adopted by the Union and the County, or after an employee attains such status, or after the Union has provided the employee(s) and the County with the legally required expenditure information as outlined in the Hudson Act, whichever is latest. Such representation service fee shall in no event exceed the total, regular, periodic membership dues paid by unit employees.
2. The representative service fee arrangement provided by this section may be rescinded by majority vote determined in a secret ballot election in which all regular bargaining unit employees are eligible to vote as provided by the Meyers-Milias-Brown Act.
3. Employees opposed to having a portion of their fees being spent on activities or causes of a partisan political or ideological nature, may exercise relief under the Beck decision.
4. Any employee who objects to joining or financially supporting employee organizations shall not be required to financially support the Union. Such employee, in lieu of a representation service fee, shall instruct the County, in writing, with a copy to the Union, to deduct and pay a sum equal to the representation service fee to the United Way of Stanislaus County.
5. When an authorized agent of the County is served with written notice by a concerned unit employee or employees, or by the Union that a dispute exists between such unit employee or employees and the Union involving a claimed violation of employee rights with respect to (1) representation service fee expenditures or obligations by the Union, or (2) employee exemption pursuant to paragraph 4, the County shall thereafter deposit such disputed dues or fees in an interest bearing escrow or comparable account pending final resolution of the dispute, and shall so advise in writing the employee or employees and the Union. The County shall not

be obligated to take any other or further action pending final resolution of the dispute. Final resolution as used in this subdivision shall mean resolution of the dispute by way of legally binding arbitration between the employee(s) and the Union. The sole obligation of the County with respect to such disputes is as set forth in this paragraph. The County shall not be made a party to the arbitration.

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

B. Credit Union Deductions - Operating Engineers

The parties agree that effective after Board of Supervisors approval of this agreement, the County will provide a voluntary payroll deduction for the Operating Engineers Credit Union.

C. Voluntary Dues Deduction - Long Term Disability Income Protection Plan

The County agrees to implement a voluntary dues deduction program for members of the bargaining unit to participate in a long term disability insurance plan. The voluntary deduction shall be implemented after Board of Supervisors approval of this Agreement, and in accordance with the policy of the Auditor-Controller.

18. 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 Health Services Agency provided such employee is at least forty (40) years of age at the time of making the request. Such examination will be conducted by qualified Stanislaus Health Services Agency staff members at a time mutually convenient to Stanislaus Health Services Agency and the employee. Requests for examinations will be made by written request to the Personnel Department or such other place as directed.

19. SICK LEAVE

A. Cashout Provisions

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 will be amended as follows in consideration of the salary and other fringe benefit increases in this agreement. The parties agree that Criminal Investigators and Senior Criminal Investigators 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 fifty percent (50%) of the salary equivalent of such sick leave.

The parties agree that effective November 1, 1987, at the time a Criminal Investigator or Senior Criminal Investigator is granted a service connected disability retirement, the employee will not have the option to continue his or her disability leave charged against accrued sick time. Any accrued sick leave will be cashed out at seventy-five percent (75%). The seventy-five percent (75%) cash out will be limited to this circumstance only.

Criminal Investigators or Senior Criminal Investigators terminating from County service for all other reasons, including but not limited to resignation and discharge, shall not be eligible to receive any cashout of unused sick leave.

The maximum amount of sick leave that shall be applied toward the cashout provisions as provided for in this section shall be six hundred six hundred (600) hours. For example if an employee retires from County service, he or she would be cashed out for fifty percent (50%) of six hundred (600) hours or three hundred (300) 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, and consistent with current MOU provisions, cash out the amount of time accrued as of January 1, 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 fifty percent (50%) of one thousand (1,000) hours or five hundred (500) hours upon retirement. Any time accrued in excess of this time shall not be subject to cashout.

The purpose of this provision is to place a ceiling on the County's cashout liability for sick leave while maintaining unlimited accrual of sick leave for catastrophic illness.

Furthermore, the County agrees to request an actuarial study to determine the increased cost of retirement rates should time above the sick leave cashout maximum be converted toward service credit upon retirement. The conversion amount would be at the same rate if the time would have been cashed out, i.e. either fifty percent (50%) or seventy-five percent (75%). The parties agree to reopen negotiations to discuss the results of the actuarial study.

Absent the County agreeing to convert the time to service credit, the parties agree that the prior cash out policies shall take effect for members of the bargaining unit employed at that time, retroactive to the implementation date, including any member who may have retired. In addition, if the County does not agree to convert the time to service credit, the parties acknowledge that all new hires appointed on or after April 1, 1995 shall have a maximum of six hundred (600) hours of sick leave to apply toward cashout upon retirement. The only exception to the new hire appointment will be in the case of an employee promoting or transferring to an investigator position from another department in the County who has a higher individual maximum as provided by this Section. In this case, the employee's individual sick leave maximum shall be maintained.

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

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

20. POSTING ACCRUED BENEFIT TIME

Accumulated vacation, sick leave, and compensatory time off shall be posted at each work site no later than sixty (60) calendar days after the end of the pay period to which it refers.

21. IRS CODE SECTIONS

The parties acknowledge that the County has implemented the provisions of Internal Revenue Code Section 414 (h2) dealing with the employer "pickup" of the employee's retirement contribution for both Tier I and II.

Effective with the first pay period in March 1991, the County installed Section 125 of the Internal Revenue Code, which limited employee health insurance premium contributions. The parties further agree that all interested members of the bargaining unit shall be eligible to participate in the Dependent Care Assistance Program and the Medical Expense Reimbursement Program at a monthly cost to the employee.

22. 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.

23. 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 Myers-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 that are subject to meet and confer
- D. Examine Medical Terminations Pursuant to Section 19253.5(a) Government Code
- E. Safety Equipment

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 cafeteria contributions currently provided.

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

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

25. 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 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.

26. FULL UNDERSTANDING

- 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 Memoranda of Understanding, Understandings, and Agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.

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

- 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 REDUCTION-IN-FORCE

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

In the event that a Reduction-In-Force action is to be recommended in the District Attorney Investigators' Bargaining Unit during the period of this agreement, 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 class shall be separated considering seniority and type of appointment 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
3. Trainee
4. Regular Full-Time and Regular Part-Time

Within regular part-time and regular full-time appointments, employees with probationary status shall be laid off before employees with permanent status in the same class regardless of relative seniority.

SENIORITY: Employees' seniority will be based on amount of total continuous service with the County. In an affected classification, that employee with the least total continuous service shall be the first separated from the affected department except as otherwise provided herein. In cases of equal seniority among employees, the order of separation shall be determined by the Director of Personnel based on a review of relative performance efficiency as evidenced in performance evaluations and such relevant materials as may be submitted by the Department and affected employee in an informal hearing.

PERFORMANCE: Notwithstanding the above, service time credit for the purpose of determining seniority shall not include employment during any periods between completion of a performance evaluation evidencing an overall rating below satisfactory and completion of a subsequent evaluation with satisfactory or better overall rating.

WRITTEN NOTICE: Written notice of layoff shall be served on affected employees in person or by a certified letter mailed to the last address on file with the Director of Personnel. 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.

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 in the County. 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 Chief Executive Office in writing no later than seven working days after receiving notice of layoff.

TRANSFER IN LIEU OF LAYOFF: 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. Such requests require approval by the gaining Department Head.

RE-EMPLOYMENT: For a period of one-year from the effective date of lay off 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. Re-employment lists shall be in inverse order of lay-off with the most senior employee from among 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 lay-off. Benefits paid out at the time of separation such as vacation or such 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 Chief Executive Office. The former employee shall have 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 allegations of error, fraud, irregularity or bias in application of the reduction-in-force procedures. The affected person may, within seven days after receipt of the decision by the Chief Executive Officer, appeal that decision. An appeal shall be filed with the Chief Executive Officer. The Chief Executive Officer shall forthwith transmit the appeal request to the hearing board established pursuant to

Section 3.28.060 of the Stanislaus County Code. 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 hearing at least five days in advance hereof.

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. 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 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 Stanislaus County Code shall govern the hearing process. 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. 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 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.

Attachment B

Health Insurance Agreement Between Stanislaus County and the
California Association of Interns and Residents
California Nurses Association
County Attorneys' Association
Operating Engineers Local 3 representing the District Attorney Investigators Association
Stanislaus County Deputy Probation Officers Association
Service Employees International Union Local 535
Stanislaus County Deputy Sheriffs Association
Stanislaus County Employees Association AFSCME/Local 10
Stanislaus County Sheriff Supervisors Association
Stanislaus Regional Emergency Dispatchers' Association
Stanislaus County Sheriff's Management Association

Health Insurance

This agreement shall remain in full force and effect for the period of January 1, 2006 through December 31, 2008 unless extended by mutual agreement of the parties.

For the term of this agreement, the County shall provide a 100% County funded health insurance plan for each benefit selection level (Employee, Employee +1 and Family), based on the lowest cost health plan available to Stanislaus County.

Health insurance co-pays will be adjusted annually on January 1st of each year as follows:

	2006	2007	2008
Office Visit	\$10.00	\$15.00	\$20.00
RX	\$10.00	\$10.00	\$10.00
Chiropractic	\$15.00	\$15.00	\$15.00
Emergency Room	\$50.00	\$50.00	\$50.00
Hospitalization	100%	100%	100%

Other than those co-payment changes reflected in this agreement, the County will not request other benefit level reductions. The parties recognize that health insurance providers may institute benefit changes that are not within the control of the County.

The "waive" credit for health insurance will remain at current levels for the term of this agreement for those employees who waive health insurance. The waive credit for health insurance is \$47.50 monthly for regular employees and \$150.00 monthly for management employees. Proof of other coverage is still required.

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. 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. In the event that any of the current PBGH carriers contracted with Stanislaus County to provide health insurance coverage for their active employees elect to discontinue health insurance service in Stanislaus County or the County discontinues their contract with PBGH during any plan year, the County will make a good faith attempt to replace these carriers from available alternate carriers. As in the past, the County agrees to meet and confer with the employee organizations over carrier changes.

Flexible Credit for Dental, Vision and Supplemental Life

This agreement shall remain in full force and effect for the period of January 1, 2006 through December 31, 2008 unless extended by mutual agreement of the parties.

The Flexible Credit Allowance designed to purchase dental, vision or voluntary supplemental life insurance will remain at the current level for 2006, 2007 and 2008 calendar years, with excess applied towards health insurance, if necessary. The Flexible Credit Allowance is \$125.00 per month for regular employees and \$200.00 per month for employees represented by the Sheriff Management Association.

Dental and Vision rates charged to employees in 2006, 2007 and 2008 are as follows:

	Dental	Vision	Total
Employee Only	\$32.68	\$9.86	\$42.54
Employee +1	\$59.34	\$20.22	\$79.56
Family	\$97.38	\$27.62	\$125.00

The County may include the full cost of dental and vision rates on employee benefit forms, but will also include a credit to ensure the actual costs charged to employees equals the rates in this agreement.

Employee representatives acknowledge that the County may include an administrative fee to voluntary supplemental life insurance premiums to fund benefit administration costs.

It is understood by the parties that these provisions fully set forth the agreement of the parties in matters of dental, vision and supplemental life insurance as herein specified.

Additional Provisions

Benefit deductions are taken out of 24 of the 26 paychecks each year. 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.

The County and employee representatives agree to form a labor/management working group to explore future options for health care coverage.

Signed this ____ day of _____, 2005:

FOR THE COUNTY:

FOR THE UNIONS:

Jeff Grover, Chair
Board of Supervisors

Debbie Hiebert
AFSCME/SCEA Local 10

Richard W. Robinson
Chief Executive Officer

Nic Ramos
CAIR/CIR

David L. Dolanar
Deputy Executive Officer

John Pickles
California Nurses Association

Barbara R. Cooper
Employee Benefits Manager

WR McKenzie
County Attorneys Association

Eileen Melson
Deputy Executive Officer

Larry Seymour
Deputy Sheriffs Association

Jody Hayes
Senior Management Consultant

Paul Konsdorf
Goyette and Associates

Brenda Kiely
Associate Management Consultant

Elaine Carter
SEIU Local 535

Kristina Alfaro
Assistant Management Consultant

John Halford
Stanislaus County Sheriff's
Supervisors Association

Jim Silva
Stanislaus County Sheriff's
Management Association

Julie Machado

Deputy Probation Officers Association

Erwin Loriaux
Operating Engineers Local 3