CALIFORNIA NURSES ASSOCIATION

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MEMORANDUM OF UNDERSTANDING

Between

CALIFORNIA NURSES ASSOCIATION

and

STANISLAUS COUNTY

July 1, 2017 – June 30, 2020

California Nurses Association
770 L Street, Suite 1480
Sacramento, CA 95814
(916) 446-5021

www.calnurses.org

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF STANISLAUS AND
CALIFORNIA NURSES ASSOCIATION

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 California Nurses Association (CNA) 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:

Jim DeMartini, Chairman
Board of Supervisors

Jody Hayes
Chief Executive Officer

Tamara Thomas
Human Resources Director

Dania Torres-Wong
Lead Negotiator

Brandi Hopkins
Senior Management Consultant

Unavailable to sign
Karryn Unruh-Salonen
Director of Clinical Operations
Health Services Agency

Christi Golden, Human Resources Manager
Behavioral Health & Recovery Services

Cynthia Bunch, Human Resources Manager
Health Services Agency

unavailable to sign
Norma Rodriguez
Assistant Management Consultant

Botrus (Peter) Ishaya
Assistant Management Consultant

FOR CALIFORNIA NURSES ASSOCIATION:

Bonnie Castillo
Executive Director, California Nurses Association

Joanne Jung
Director of Collective Bargaining, California Nurses Association

Matthew Schaefer
Labor Representative, California Nurses Association

Jonnie York
Public Health Nurse III, Health Services Agency

Virginia McLain
Public Health Nurse III, Health Services Agency

Lynda Perino PHN III
Public Health Nurse III, Health Services Agency

Sally Eberhard, PHN II
Public Health Nurse II, Health Services Agency

Ricardo Garcia PHN II
Public Health Nurse II, Health Services Agency

9/17/2018
DATE SIGNED

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1. SCOPE OF THE BARGAINING UNIT

The parties agree that California Nurses Association (CNA) is recognized as the formal representative of Nurses in the Registered Nurses Bargaining Unit pursuant to the County's Employee Relations Ordinance. The bargaining unit consists of all regular full-time and part-time regular County Nurses (probationary and permanent) and certain part-time Nurses as herein set forth in the following job classifications:

Staff Nurse I, II & III
Psychiatric Nurse I & II
Public Health Nurse I, II, III
Nurse Practitioner
Senior Nurse Practitioner
Psychiatric Nurse Practitioner
Senior Psychiatric Nurse Practitioner

The County agrees to inform CNA of any proposal to create a new classification which would be assigned to the Nurses' bargaining unit prior to submission of any recommendation to the Board of Supervisors for final adoption.

2. TERM OF THE AGREEMENT

This Agreement shall remain in full force and effect for the period commencing July 1, 2017 and ending June 30, 2020.

3. NON-DISCRIMINATION/FAIR REPRESENTATION

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

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

4. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

The County and CNA 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 CNA

agree to meet and confer if the accommodation will require some modification of the MOU or County policy, which affects any terms or conditions 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.

5. NO STRIKE

The parties agree that during the life of this Agreement there will be no strikes, lockouts, slowdowns, sick-ins or work stoppages of any kind for any reason.

6. CNA RIGHTS

A. Access to County Facilities

Authorized representatives of CNA shall be permitted to enter County facilities at any time during operating hours to verify that the provisions of this Agreement are being observed. This access to work location will be granted with the prior approval of the Department head or designee. Such access shall not be unreasonably denied.

B. Nurse Representatives

CNA will designate not more than eight (8) members of the bargaining unit as "Nurse Representatives" and agrees to notify the County of their names and any subsequent replacements. The function of Nurse Representatives is to inform Nurses regarding rights and responsibilities under this Agreement, to ascertain that terms and conditions of the Agreement are observed, to assist in matters relating to employer-employee relations, and to participate, when requested to do so, in the steps of the complaint or grievance procedures. Nurse Representatives shall be provided with reasonable amounts of on-duty time to carry out these responsibilities with the prior approval of the Department head or designee. The Nurse Representative shall receive permission from the Department head or designee prior to leaving work locations to carry out the responsibilities of a Nurse Representative. Such permission shall not be unreasonably denied.

The parties agree that well-trained Nurse Representatives are essential to resolving workplace issues, and help to foster cooperative labor-management relations. Therefore, the parties agree to the following:

Nurse Representatives shall be allowed County-paid release time to attend one annual, eight (8) hour training sponsored by CNA. Release time for the above training refers to time taken off during the employee's regularly scheduled work hours and shall not result in the payment of overtime. CNA will provide the County with two-weeks of advance notice of annual training programs.

C. Bulletin Boards

CNA shall be assigned a space for posting communications with its members in each work area where Nurses are employed.

A designated representative of CNA will be responsible for posting materials submitted by CNA. A copy of all such materials shall be furnished to the department head or designee before posting. A copy of all materials to be posted on the bulletin board also shall be given to the Chief Executive Officer. CNA staff members or Nurse Representatives shall have the right to distribute official CNA communications to the Nurses covered by this Agreement. The method of distribution will be mutually agreed upon between CNA and the department head or designee. The right of distribution of literature shall not be unreasonably denied. CNA agrees to provide copies of all flyers, literature or other documents distributed to members of the bargaining unit to the Chief Executive Officer, Director of Behavioral Health & Recovery Services, Director of Community Services Agency, and Managing Director - Health Services Agency, at the time of their distribution.

D. Distribution of Information

Four times each calendar year, the Union shall be allowed to distribute information through the County payroll distribution system. The material will be presented in advance to the Director of Personnel for informational purposes. CNA shall sort and label the material for distribution.

The County agrees that a copy of all memos or documents that are sent to employees regarding wages, hours or conditions of employment shall be made available to the Union. A good faith effort will be made to provide a copy of these memos or documents to the Union. Job descriptions, revisions to descriptions and memos concerning the health and retirement plans are considered a part of this provision.

E. Use of County's Email and Facsimile System

The Union may distribute information to individuals, department-wide, or Countywide through the County's email/facsimile system. If available, the Union will be provided a roster of email addresses for bargaining unit members. Nurses may contact CNA and request to be deleted from any CNA email/facsimile list. The Union will provide to the County a copy of all meeting announcements and continuing education programs, being distributed through the email/facsimile system, at the same time the announcement is provided to the bargaining unit. Copies will be provided to the Senior Management Consultant in the County's Chief Executive Office. Other types of information will be presented in advance to the Senior Management Consultant in the County's Chief Executive Office. This information must be informational in nature.

Should the Union decide to establish a “CNA Mailbox,” the Union will pay setup/installation costs associated with the use of the County’s email system. Such costs shall be calculated as if the Union was a County-user department.

When feasible and where electronic equipment is available, Nurses, Union staff, Nurse Representatives, and/or Union officers may utilize electronic mail and/or facsimile equipment for contract enforcement, interpretation, and grievance processing matters. Transmissions will be primarily to expedite communication regarding such matters. Long distance charges that may be incurred must be approved by the manager or designee prior to transmission.

Such use shall be reasonable and shall not interfere with the Nurse’s duties or otherwise negatively impact County operations. While recognizing the provisions of the Memorandum of Understanding, Section 6, CNA RIGHTS, Nurses utilizing email/facsimile for these purposes are encouraged to do so during rest and lunch breaks.

The parties acknowledge that email/facsimile correspondence is not privileged or confidential and may be subject to review by management. Nothing in this policy is intended to replace, supersede or contradict existing County policy. The limited use of electronic equipment as defined herein is deemed to facilitate County business through enhanced communication.

Violations of this provision may result in the elimination of email/facsimile privileges for specific employees and/or the Union.

F. Agency Shop

During the term of this Agreement, the County agrees that it will deduct from the salary of each full-time member of the bargaining unit, who provides written authorization for such deductions, an amount of money equal to 1/26 of the annual dues and CNA service charges for membership in CNA. “Certain Part-Time Nurses” covered by this Agreement may elect to have payroll deductions for Association dues at the rate established by CNA for full-time members of the bargaining unit. The County shall remit said dues and charges, so collected, to the offices of CNA at 155 Grand Avenue, Oakland, CA, 94612 on or before the end of the calendar month in which the deductions have been made. The foregoing, however, is subject to sufficient funds being due to the Nurse for whom deductions are made, after the County has paid all of the legally required or Nurse-authorized payroll deductions. Nurses who are members or become members of the Association shall remain members during the term of this Agreement, unless canceled in writing to the Association within the last fifteen business day period of this Agreement, or during any period in which the Agreement is not in effect.

A list shall accompany the deductions remitted to CNA offices, showing the names of the Nurses from whom deductions have been made and the amount of the deduction for each Nurse. CNA agrees to defend, indemnify and hold

harmless Stanislaus County, its employees and agents against damages and claims of whatever nature arising out of deductions from employee paychecks.

Based upon the November 28, 2007 vote of all members, an Agency Shop provision was implemented for this bargaining unit. As a term and condition of employment, employees of C.N.A. must either:

1.) Join the Association and pay Association dues;

OR

2.) Pay to the Association a service payer fee for services rendered by the Association;

OR

3.) Employees who have a bona-fide religious objection (per Government Code Section 3502.5) to joining or financially supporting a public employee organization may elect to direct an amount equal to the Association service payer fee to a charitable organization of their choice through the United Way in lieu of paying Union dues. Such employees shall do both of the following:

a) Execute and submit a written declaration to CNA and the County that the employee has a bona-fide religious objection (per Government Code 3502.5).

b) Pay a sum equal to the service fee to a non-religious, non-labor, charitable fund though the United Way exempt from taxation under Internal Revenue Service Code Section 501 (c).

If a Nurse does not chose an option, the default option will be the payment of service fees as described in F(2), above.

If a dues-paying Nurse transfers to another bargaining unit, the Nurse shall not be required to continue the dues deductions.

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

After the first pay period each month the County shall transmit via electronic mail to the current Association Representative assigned to the bargaining unit (the Association must provide the County at least thirty (30) days' notice of any change to the Association Representative) the following information for all Nurses covered by this Agreement:

- Employee Name
- Address;
- Job Classification;
- Employment Category;
- Department;

- Work Location;
- Contact Information (work / home / personal cellular telephone numbers / personal e-mail addresses / home address if available);
- Most recent date of hire;
- Current wage rate;
- Employee Identification Number, and
- Last four digits of the employee's Social Security Number (for identification purposes)

The file shall be transmitted in the format provided by the County's Auditor/ Payroll Department. The Association agrees to defend, indemnify, and hold harmless Stanislaus County, its employees, and agents against damages and claims of whatever nature arising out of CNA's use of such lists.

The exclusive Association Representative and Chief Nurse Representatives shall receive not less than ten business days advance notice of a new employee orientation. At the end of the County's new employee orientation, CNA will be allotted 30 minutes to communicate to its new members the rights and obligations created by the Memorandum of Understanding (MOU), the role of the representative and to answer questions. The County orientations are normally scheduled at County Center 3 and the County will provide the Association Representative notice at least ten business days in advanced if the location is changed. The County will provide an appropriate area just for CNA to meet with the new bargaining unit members. It is agreed that, should CNA designate a Nurse Representative to meet with new employees, the Nurse Representative's time will be paid and the Nurse Representative will be released from work for the time needed to travel to and from the meeting location and to meet with employees, provided that the Nurse Representative gives her/his supervisor sufficient advance notice.

7. COUNTY RIGHTS

Stanislaus County retains the exclusive right, except as expressly stated herein, and consistent with provisions of County Ordinances, Resolutions, Memorandum of Understanding and other written policies, to operate and direct the affairs of the departments of County government in all of their various aspects, including, but not limited to, the right to direct the workforce; to plan, direct and control all the operations and services of the County; to determine the methods, means, organizations and schedule by 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 of 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 in this chapter shall be construed to preclude consultation, when appropriate, between employer and employee concerning the practical consequences that decisions on these matters may have on wages, hours and terms and conditions of employment.

8. AUTOMATIC RESIGNATION

The parties agree that a Nurse 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 if the individual alleges that the resignation was the result of fraud, duress, or error.

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

9. BEREAVEMENT LEAVE

Leave of absence with pay may be granted to members of the bargaining unit pursuant to County Code 3.32.010 in the event of a death in the Nurse's immediate family. Such leave may not exceed forty (40) working hours and will not be charged against accrued sick leave. The number of hours granted for bereavement leave will be approved by the Department Head or designee based upon the circumstances of the bereavement occurrence. Leave time may be extended upon Department Head approval using the Nurse's accrued vacation or compensatory time. If no accrued vacation or compensatory accruals exist, the Department Head may grant an unpaid leave of absence under existing County leave policies. Unpaid leave extensions must be granted by the Department Head. Paid leave extensions will not be unreasonably denied.

Immediate family shall be defined as parent, spouse, child, sibling, mother-in-law, father-in-law, grandparents, and grandchildren. Family relationships include step, foster, great, domestic partnerships and, upon approval by the department head, other persons with whom the Nurse enjoyed a parent or family-like relationship.

10. CERTAIN PART-TIME NURSES

The parties recognize that certain part-time, extra-help, hourly rate, registered Nurses are working under the provision of letters of understanding with the County providing for certain fringe benefits for them and certain assurances by them that they will be available for work. The following provisions shall apply:

When the County identifies a number of extra-help positions which can be scheduled for work with sufficient regularity to insure a minimum of ninety-six (96) hours per calendar month, those extra-help Nurses will be offered an opportunity to enter into individual employment Agreements with the County. The Nurse will agree to work as scheduled in

advance by Agreement with the Department Head or his/her designee. The following provisions shall apply to these agreements:

Should the Nurse's Agreement be terminated or in the event the Nurse is not scheduled to work for thirty (30) consecutive days, the Nurse will have the right to ask that an informal administrative hearing be conducted by the Department Head or his/her designee to review the reasons. It is our mutual understanding that at such informal hearings the Nurse may be represented, may call witnesses, and may submit verbal and written information in support of his/her position.

These registered Nurses will in turn receive, in addition to hourly rate compensation, the following fringe benefits:

A. The parties agree that the Nurse will be eligible to participate in the health insurance plan(s) and that dependent coverage may be elected in accordance with the provisions of each plan. The Nurse may participate in the group dental, vision and life insurance plans. The Nurse will be required to pay, by payroll deduction, any employee contribution for the health, dental, vision or life insurance plan.

   The parties further agree that should the Nurse be compensated for less than the required ninety-six (96) hours per calendar month because he or she was unavailable for work, the cost of the Nurse's premium and dependent premium (if applicable), shall be the responsibility of the Nurse. The Nurse will be notified by registered mail that they will be required to pay the premium the month following the first month when the Nurse is not compensated for ninety-six (96) hours. Should the Nurse fail to pay the insurance premium as required, the Nurse will be ineligible to participate in the insurance program.

   However, should the Nurse be available to work, but the workload did not require ninety-six (96) hours of service, the County will accept the cost for the applicable insurance premiums as long as the Nurse was compensated for at least sixty-four (64) hours of work in a calendar month.

B. Certain Part Time Nurses will receive 24 hours of continuing education time annually. Certain Part Time Nurses hired between July 1 and December 31 will receive 12 hours of CED time in their first year of employment. Certain Part Time Nurses hired prior to July 1 will receive 24 hours. CED time will not accrue from year to year.

C. The County paid term life insurance in the amount of ten thousand dollars ($10,000.00).

D. The County will pay into the Social Security system such employer contribution amounts as the system requires.

E. Jury duty benefits.

F. Participation in SDI.

G. Nurses covered by this section shall accrue pro-rated vacation time as follows:

1. Nurses who have been employed by the County for 24 months or less will accrue .0385 hours of vacation for each hour worked for each pay period. Maximum possible annual accrual equals 80.08 hours (.0385x26x80).

2. Nurses who have been employed by the County for 25 months but less than 121 months will accrue .05775 hours of vacation for each hour worked each pay period. This amount will be pro-rated for partial hours worked during the pay period. Maximum possible annual accrual equals 120.12 hours (.05775x26x80).

3. Nurses who have been employed by the County for 121 months but less than 241 months will accrue .077 hours of vacation for each hour worked each pay period. This amount will be pro-rated for partial hours worked during the pay period. Maximum possible annual accrual equals 160.16 hours (.077x26x80).

4. Nurses who have been employed by the County for 241 months or longer will accrue .09625 hours of vacation for each hour worked each pay period. This amount will be pro-rated for partial hours worked during the pay period. Maximum possible annual accrual equals 200.2 hours (.09625x26x80).

The parties agree that pro-rated vacation shall be granted to Nurses upon termination of employment.

H. Appointment up to the third step upon Department Head recommendation.

I. Those Nurses identified as “Certain Part-Time Registered Nurses” covered by this Agreement working on one of the specific holidays listed in Section 17C will receive time and one-half compensation for such work. Further, the parties agree that those Nurses identified as “Certain Part-Time Registered Nurses” covered by this Memorandum of Understanding shall accrue equivalent vacation time not to exceed eight (8) hours for work performed on the following holidays: New Year’s Day, January 1; Memorial Day; Independence Day, July 4; Labor Day; Thanksgiving Day; Christmas, December 25; and four hours of time, on Christmas Eve, December 24. Accrual of this time shall be in addition to any compensation as provided by the Memorandum of Understanding.

J. Nurses covered by this section, “Certain Part-Time Nurses” may elect to make voluntary contributions through payroll deduction to the County’s Deferred Compensation program in accordance with established County procedures at the time of the next open enrollment period.

K. Certain Part-Time Nurses will accrue sick leave consistent with applicable Federal and State laws regarding the use of sick leave including but not limited to AB1522 Healthy Workplace Family Act 2014.

L. Certain Part-Time Nurses will be eligible for pro-rated bereavement leave at a maximum of twelve (12) hours in the event of a death in the Nurse's immediate family. All other Bereavement Leave provisions covered in Section 9 shall apply.

M. The County shall reimburse Certain Part-Time Nurses on a pro-rated basis for fees required to renew State required license certification. Fees associated with initial certification will not be covered, with the exception of new certifications required by the County. Payment shall be made upon submission of a County claim form and attachment of a receipt evidencing payment of the fee by the Nurse.

N. Certain Part-Time Nurses who are authorized in accordance with County policy in excess of forty (40) hours per week shall be compensated by cash payment at the rate of time and one-half. Work in excess of twelve (12) hours on any particular day shall be compensated at the rate of two (2) times the regular rate of pay. Double time shall be compensated for twelve (12) hour shift Nurses after the twelfth hour of work.

O. Effective the first full pay period upon California Nurses Association ratification and Board of Supervisors approval of the successor MOU, Certain Part-Time Nurses will receive a pro-rated recruitment bonus payment not to exceed $1,500.

- First installment of $500 effective the first full pay period after completion of twelve (12) calendar months of service;
- Second installment of $500 effective the first full pay period after the completion of twenty-four (24) calendar months of service;
- Third installment of $500 effective the first full pay period after completion of thirty-six (36) calendar months of service.

The parties agree that the foregoing benefits continue in lieu of any entitlement by such Nurse to retirement, holiday pay or any other benefit which may apply to full-time, regular Nurses of the County.

The parties further understand that consistent with provision of the County Code of Stanislaus County, such part-time Nurses shall be eligible for salary step advancement upon evidence of at least satisfactory performance and completion of at least two thousand eighty (2,080) hours of continuous service at the preceding salary step.

Nurses who enter into agreements described above will be considered members of the Registered Nurses Bargaining Unit represented by CNA. It is understood, however, that those Nurses remain extra-help, unclassified employees of the County, and are not entitled to those rights and protections afforded to classified employees in the County service.

11. COMPENSATION

Year 1

All classifications covered by this bargaining unit shall receive a three percent (3%) base salary increase effective the first full pay period after Union ratification and Board of Supervisors approval on the regular agenda.

Effective the first full pay period after Union ratification and Board of Supervisors approval on the regular agenda, each classification below will receive a market adjustment as follows:

Sr. Nurse Practitioner/Nurse Practitioner Series: eleven percent (11%);
Sr. Psychiatric NP/Psychiatric NP: eleven percent (11%);
Public Health Nurse Series: five percent (5%);
Staff Nurse Series: four percent (4%) and,
Psychiatric Nurse Series: four percent (4%).

Year 2

All classifications covered by this bargaining unit shall receive a three percent (3%) base salary increase effective the first full pay period after July 1, 2018.

Year 3

All classifications covered by this bargaining unit shall receive a three percent (3%) base salary increase effective the first full pay period after July 1, 2019.

Recruitment Bonus

Effective the first full pay period after Union ratification and Board of Supervisors adoption of the successor MOU, a recruitment bonus of up to $3,000 shall be paid to each new regular full-time employee hired after the effective date of this Agreement into any of the classifications covered by this Agreement. The payment(s) will be made in installments as listed below:

- First installment of $1,000 effective the first full pay period after completion of twelve (12) calendar months of service;
- Second installment of $1,000 effective the first full pay period after completion of twenty-four (24) calendar months of service;
- Third installment of $1,000 effective the first full pay period after completion of thirty-six (36) calendar months of service.

Unpaid leave time will not count towards the completion of calendar months. Employees may only receive one recruitment bonus in his/her career with the County. Employees who leave County service and return to County service in the same employment status are not eligible for the recruitment bonus, (example: Staff Nurse II leaves County

service and returns at a later date is not eligible. Staff Nurse II who leaves County Service to return to school and returns as a Nurse Practitioner is eligible).

A. Staff Nurse Series

The classification series of Staff Nurse I, II and III is as follows:

1. Staff Nurse I

This classification shall remain at the salary level of the existing classification series of Staff Nurse I. This classification serves as the entry-level position for this series.

2. Staff Nurse II

This classification shall be established at a salary range of five percent (5%) above the Staff Nurse I classification (or nearest amount based on rounding). This classification serves as the intermediate level position for this series.

3. Staff Nurse III

This classification shall be established at a salary range of five percent above the existing classification of Staff Nurse II (or nearest amount based on rounding). This classification serves as the leadership level position for this series.

The County maintains job descriptions with the specific duties and qualifications for each position within the classification series. Updated job descriptions are available through the department's Human Resources Manager or on the County's website at stancounty.com.

Any Staff Nurse II and III shall be eligible to receive three percent (3%) additional compensation for possession of national certification or Master's Degree in the area in which the Nurse is working.

B. Public Health Nurse (PHN) Series

1. Public Health Nurse I

This classification serves as the entry-level position for this series. After one year as a PHN I, with completion of the probationary period and a satisfactory evaluation, the Nurse advances to Step One of the PHN II rate.

2. Public Health Nurse II

This classification shall be established with a salary range of five percent (5%) above the PHN I classification (or nearest amount based on rounding). This classification serves as the intermediate level position for this series.

3. Public Health Nurse III

This classification shall be established with a salary range of five percent (5%) above the PHN II classification (or nearest amount based on rounding). This classification serves as the leadership level position for this series.

The County maintains job descriptions with the specific duties and qualifications for each position within the classification series. Updated job descriptions are available through the department's Human Resources Manager or on the County's website at stancounty.com.

C. Psychiatric Nurses

1. Detention Facility Compensation

Any Psychiatric Nurse I/II assigned to the Detention Program related to Adult Detention facilities shall receive five percent (5%) additional compensation for the assignment.

The Psychiatric Nurses assigned to the CERT (Community Emergency Response Team) program shall be eligible to receive the additional five-percent (5%) compensation granted to the Psychiatric Nurses.

2. Psychiatric Nurse Additional Compensation

Certification/Related Master's Degree. Any Psychiatric Nurse I and II shall be eligible to receive additional compensation of three percent (3%) for possession of national certification as a psychiatric or mental health Nurse or for possession of a Master's in Psychiatric Nursing. It is recognized that Psychiatric Nurse positions are currently budgeted at the Psychiatric Nurse I/II level of the series. Criteria for promotion to the II level of the classification shall be no less than one year of full-time psychiatric nursing experience and at least satisfactory or better overall performance.

D. Charge Nurse

Upon the recommendation of the Clinic Manager and at the Manager's discretion, with the final approval given by the Department Head designee, Nurses in the classification of Staff Nurse II or Staff Nurse III shall be selected to perform the duties of a Charge Nurse. Nurses may be assigned the Charge

Nurse duties in the absence of the Clinic Manager when they are not available by email, phone, etc. and cannot be reached in a reasonable amount of time. Nurses approved for the Charge Nurse assignment will be compensated five percent (5%) above his or her regular classification when performing the Charge Nurse duties.

E. Bi-weekly Payroll/Special Payroll Deductions

The parties agree that the County has a bi-weekly payroll system. Prior to any special deduction being withheld from a Nurse's paycheck in excess of one hundred dollars ($100.00) or more per pay period, including deductions for overpayment, the Nurse shall be notified of the amount and reason for the deduction.

F. On-Call and Call-Back Pay

Members of the bargaining unit who are mandated to be on call (i.e., remain available to return to work) shall be compensated in the form of cash payment at the rate of thirty-five percent (35%) of their hourly straight time rate. Members of the bargaining unit who volunteer for on-call status shall be compensated at a rate of $4.00 per hour.

Members of the bargaining unit called back to work from an off-duty status shall be paid for the actual time worked with a minimum of two (2) hours' pay. Departments may flex employees' time in order to reduce overtime liability.

The parties further agree that on-call pay ceases once a Nurse is called back to work. In addition, Nurses on-call on designated County holidays shall receive holiday time credit and on-call pay.

G. Overtime

The parties agree that for overtime compensation purposes, sick leave time taken and bereavement leave shall not be considered as time "worked." Other paid time off in the form of vacation time, holiday, compensatory time, jury duty or military leave shall be considered as time "worked" for the purpose of overtime calculation. This exclusion does not apply to callback situations where Nurses who are off duty and not scheduled to work are called back to work.

Work authorized in accordance with County policy in excess of forty (40) hours per week shall be compensated at the rate of time and one-half. Work in excess of twelve (12) hours on any particular day shall be compensated at the rate of two (2) times the regular rate of pay.

Double time shall be compensated for twelve (12) hour shift Nurses after the twelfth hour of work.

Overtime for Certain Part-Time Nurses is in accordance with Section 10-Certain Part-Time Nurses of this Agreement.

Nurses shall have the option to receive overtime compensation in the form of either cash payment as set forth above, or to receive compensatory time off as set forth below. The County shall not require a Nurse to take compensatory time off (CTO) with less than twenty-four (24) hours' notice. Compensatory time on the books longer than one hundred twenty (120) days, extendable to one hundred eighty (180) days, will be paid off in cash. If CTO is agreed upon instead of paid overtime, the time off shall be arranged at the mutual convenience of the Nurse and the County. CTO shall be accrued at time and one-half if it is overtime. CTO shall be accrued at double (2) time if it is earned during a period of work in excess of twelve (12) hours per day.

H. Relief in Higher Classifications

The parties agree that when the County formally assigns a Nurse to an assignment in a higher paid classification, and that assignment lasts for four hours duration or longer, the Nurse will be compensated for the period of working such an assignment at the rate of pay at the higher classification to which the Nurse would be entitled pursuant to the provisions of the County Code entitled "Salary on Promotion."

I. Rest Periods Between Shifts

Nurses shall have an unbroken rest period of at least twelve (12) hours between shifts worked. In the absence of said rest periods, the Nurse shall be compensated at the rate of time and one-half the regular rate of pay for any portion of the second shift actually worked. Nurses working a twelve (12) hour shift shall have an unbroken rest period of at least seven and one half hours between shifts worked.

The parties agree to the following change regarding the rest period between shifts: Time worked for which overtime pay has been compensated in either the form of time-and-one-half (1 ½) or double (2) time, including on-call service and callback work, shall count as rest periods for the purposes of this section with the following exception. A Nurse who reports to work prior to the start of his or her shift and who is compensated at time and one-half for such work, and who continues to work through his or her regularly scheduled shift shall be deemed to have not had a rest break if the twelve (12) hour or seven and one half hour rest period requirement as stated in the first paragraph of this sub-section has not been met.

J. 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. An exception to this provision shall be made if the step to which the Nurse is

promoted is six (6) cents or less per hour under the minimum increase. This section shall only apply for promotions to classifications within this bargaining unit or promotions to classifications assigned to another bargaining unit containing this provision.

K. Salary Step Advancement

It is the policy of Stanislaus County that salary step advancements are provided at intervals identified in the Personnel Rules of Stanislaus County. If a department fails to complete the necessary forms to either approve or deny step advancement when it would normally be due, the increase shall be implemented retroactive to the date the step increase was due.

L. Shift Differential

Nurses assigned to the p.m. shift, which begins on or after 12:00 p.m. shall receive a shift differential of one dollar and fifty cents ($1.50) per hour in addition to base pay when the employee works either an eight (8) or twelve (12) hour shift. Nurses assigned to the night shift, which begins on or after 7 p.m., shall receive shift differential of three dollars ($3.00) per hour in addition to base pay.

M. Reimbursement for Damaged or Destroyed Clothing

The parties agree that the County policy providing for reimbursement to personal property such as clothing damaged or destroyed through sudden or unusual occurrence 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.

Reimbursement would require that an incident report describing the events that resulted in the damaged or destroyed clothing be completed within twenty-four (24) hours of the incident. The nurse will submit the receipt for the replacement personal property such as clothing to the nurse's manager or immediate shift supervisor who will review and submit for reimbursement. The nurse should not throw out the damaged property until the nurse's manager has had an opportunity to inspect it, if necessary. The Nurse's manager will submit receipt and appropriate paperwork to the department head for final approval.

N. Bilingual Certification Pay

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

Certified bilingual employees required to use their bilingual skills within the course of employment will be granted bilingual certification pay. Additional compensation of $0.69 per hour will be paid to eligible certified bilingual employees effective the first full pay period following the certification date. Effective July 27, 2014, Bilingual Certification Pay will increase from $0.69 per hour to $0.85 per hour. Bilingual employees who are not receiving bilingual certification pay will not be subject to discipline for declining to use bilingual skills in the course of employment. Bilingual certification pay may be removed when the employee is no longer required to use their bilingual skills within the course of employment.

12. CONVERSION TO PERCENTAGE EMPLOYEE STATUS

Full-time Nurses may request, subject to Department Head approval, conversion to percentage employee status. Such Nurses shall be paid a pro-rated portion of the salary they were paid as a full-time employee. Fringe benefits shall continue to accrue on a pro-rated basis in relation to the number of hours worked.

13. DISCIPLINE AND MEDICAL TERMINATION

A. The parties understand and agree that discipline matters affecting members of the bargaining unit shall occur pursuant to relevant sections of the Discipline Ordinance of the County, which is included in this Agreement as Attachment B. The County agrees to advise the Nurse and CNA at least seven days in advance of any termination for cause, outlining the reason for the action.

B. Grounds for termination from County service in addition to those listed in the Discipline Ordinance shall exist. Under the Medical Termination provision, Nurses who are unable to perform duties due to personal health may be terminated from County service and the process considered to be a non-disciplinary termination. Such termination may be appealed pursuant to the appeal procedure outlined in the Discipline Ordinance.

C. The County agrees that Nurses have the right to have a Union representative at a meeting with his/her superiors when the purpose of such meeting is to investigate facts concerning a possible disciplinary action. The Nurse may request to have an Association representative present at such meeting. Furthermore, the County shall advise a Nurse in advance if a requested meeting may result in discipline and shall inform the Nurse of the right to representation before any such meeting shall proceed.

14. EDUCATION/IN-SERVICE

A. <u>Education Time</u>

A Nurse is eligible for paid education leave in an amount not to exceed thirty-two (32) hours of paid leave time per calendar year pro-rated for new Nurses hired

during the year. Education not used at the end of the calendar year shall only be converted to cash payment if the Nurse has requested use of the time through the calendar year and those requests have been denied, or time scheduled to attend CEU courses has been canceled. For scheduling purposes, Continuing Education (CED) time requested between the Monday before Thanksgiving and December 31 will not be eligible for cash-out if time off is denied due to scheduling issues unless there have been previous requests that were denied.

Education time will not be subject to cash-out upon termination of employment unless that termination is a retirement from County service. Nurses retiring prior to July 1st of the calendar year are limited to a maximum of sixteen (16) hours of cash-out for unused CEU time. Requests to cash out unused CEU time due to retirement must be made in writing. Education time is not cumulative from year to year.

Application for paid education time, including home study courses, shall be made to and is subject to scheduling approval by the Department Head. CNA agrees that Nurses will request leave at least thirty (30) calendar days in advance of the day of the absence. The County will, thereafter, respond to the request within fourteen (14) calendar days. Subject to approval, Nurses may use education leave to attend classes or complete home study courses on days/shifts not normally scheduled to work. Courses attended may include, but are not limited to offerings at Doctors' Medical Center in Modesto, Health Services Agency or Behavioral Health & Recovery Services. Paid education time shall not count as "time worked" for overtime calculations and shall only be compensated at straight time. The County will make every reasonable effort to Accommodate RNs' school schedules.

Nurses have the choice of continuing education program(s) to attend to meet continuing education requirements. In addition, members of the bargaining unit may use the thirty-two (32) hours of education leave for higher education courses limited to BSN, Masters in Nursing, Masters in Public Health, Public Health Nurse certification and/or a Nurse Practitioner program. Members of the bargaining unit may use up to eight hours of education leave per calendar year to take certification exams.

Requests to use CED time must be made on the Request for Paid Education Leave Form.

When CED time is coded on a timecard the Nurse will attach documentation of attendance. Documentation must be one of the following:

A copy of the certificate
An agenda from the class attended
A receipt from the class attended
A receipt from a home study course that includes the number of hours of completion

B. Education Reimbursement

Nurses will be reimbursed up to three hundred twenty-five dollars ($325.00) per year for costs associated with tuition and books necessary towards the pursuit of applicable national certification, BSN or related Master's degrees. Any Nurse receiving education reimbursement agrees to reimburse the County should they voluntarily leave County service within six months of the date they received education reimbursement compensation.

C. Staff Development

The County will continue to maintain a staff development education program for Nurses, including but not limited to the following:

1. Providing an organized plan to orient Nurses to the job description responsibilities and work assignments for nursing classifications.

2. Keep nursing staff abreast of new and expanding nursing care programs and of new techniques, equipment, facilities and concepts of care.

3. Providing an organized plan for orienting all new Nurses to the objectives, goals, policies and procedures of the County nursing service. This orientation shall be tailored to meet the individual needs of the Nurse.

4. The parties agree that attendance at non-mandatory staff development training will be on the individual Nurse's time. Supervisors, however, may allow Nurses to attend continuing education classes during work time if staffing allows.)

5. The County agrees to provide one full Advanced Cardiac Life Support (ACLS) Program each year and one additional ACLS re-certification program each year. If not offered by the County, the County agrees to pay for the program (including associated material costs) if required for the position with pre-approval by department management. The cost of the book required of the ACLS Program sponsored by the County shall be waived for all Nurses required to be ACLS certified.

6. Any member of the bargaining unit may submit requests to the County In-Service for particular programs of interest. Those requests will be reviewed and the Nurse submitting the request will be notified of the feasibility whether the course he or she has recommended will be conducted.

7. CNA will encourage Nurses to attend CE classes provided by HSA, Behavioral Health & Recovery Services, Doctor's Medical Center in Modesto and other departments.

15. GRIEVANCE PROCEDURE

The parties agree that the County's "Procedure for Settling Grievances and Complaints" shall remain in effect during the period of this Agreement. The Grievance Procedure and the EEO Grievance Procedure are attached to this Memorandum of Understanding as Attachments C, D and E.

16. HOLIDAYS

A. Only the immediate days of mourning or holidays 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.

B. When regular Nurses of the bargaining unit are required to work January 1, New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, July 4, Labor Day, Veteran's Day (November 11), Thanksgiving Day, the day after Thanksgiving, Christmas Day (December 25) and the four hour Christmas Eve holiday (December 24), they shall receive, in addition to equivalent vacation credit at straight time, time and one-half compensation for time worked. The time and one-half compensation is for work on the actual holiday only and does not apply to County observances on alternate days.

C. Nurses shall receive the following holidays in accordance with provisions of the County Code: New Year's Day, Rev. Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, ½ day before Christmas and Christmas Day.

D. Where operations allow, the County will close offices during the week in which December 25th occurs. Office closure schedules will be communicated by September 30th of each Fiscal Year for the entire Fiscal year. Employees may opt to use vacation accruals, comp time or approved time off to cover any work days during the week in which holiday pay is not provided. With Department Head approval, employees may work during periods of approved office closures in limited circumstances to provide required County services. Employees using approved time off and not on an unpaid leave of absence will be eligible for Holiday pay even if on an unpaid status the day before and after the holiday.

17. INSURANCE

A. <u>Health Insurance</u>

Employee health 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 insurance agreement covering January 1, 2018 through December 31, 2020 is included in the MOU as Attachment F.

B. Domestic Partner

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

18. IRS CODE SECTIONS

The County has implemented IRS code section 129 (dependent care) and 414h2 (retirement) for Nurses covered by this Agreement. All health care premium deductions will be deducted on a pre-tax basis. The County will not charge an administrative fee for having the premiums deducted on a pre-tax basis.

19. COURT APPEARANCES

All employees shall receive full compensation as though they were performing their duties such time, as they are required to appear as a witness before any Grand Jury or in any court as:

1. A juror;
2. Witness in a criminal case for the purpose of giving testimony as to the facts related to or the knowledge of which they have received in the course of their County employment;
3. Witness in a civil case for the purpose of giving testimony as to the facts related to or the knowledge of which they have received in the course of their County employment; and,
4. A party to an action arising out of the course of County employment

The employee shall claim any jury, witness, or other fee to which the employee may be entitled by reason of such appearance and forthwith pay the same over to the Auditor-Controller to be deposited in the appropriate fund of the County. The reimbursement shall not apply to any meal allowance or travel allowance, unless the employee is reimbursed by the County.

Whenever practicable, as determined by management, employees called for jury duty will be assigned to the day shift schedule.

20. LEAVES OF ABSENCE

A. Members of the bargaining unit may request, and leaves of absence shall be granted pursuant to the County Code and the County Family Medical Leave Policy which is consistent with the Family Medical Leave Act.

Leaves may be granted for maternity or paternity needs, illness (upon exhaustion of available paid sick leave), educational and professional development pursuits,

including attending schools, seminars, conventions, and workshops, etc. and other compelling personal reasons.

Unpaid leaves of absence may be approved by the department head or his/her designee upon the written request of the Nurse.

Leaves of absence of fifteen (15) consecutive calendar days or less shall not result in a change of salary or vacation accrual anniversary dates.

The County may adopt reasonable procedures providing for the administration of these provisions. The Parties agree that the County's unpaid leave of absence policy will remain unchanged during the term of this Agreement to include that unpaid leaves of absence be approved for probationary Nurses.

As a condition for an unpaid leave of absence to continue, the County may require the Nurse on leave to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved.

In addition, it is agreed that in order to accrue holiday, vacation, and sick leave benefits for a given pay period, the Nurse on an unpaid leave of absence must work or be in a "paid status" for the major portion of his/her regular work schedule for the pay period.

B. Parties agree that Section 3.36.030 of the County Code has been amended as follows: "The granting of any leave of absence without pay or other time off without pay exceeding fifteen (15) consecutive calendar days shall cause Nurse's date of eligibility of increased vacation accrual rates under this section to be postponed by the equivalent number of days."

C. The leave of absence policy of Stanislaus County will be in compliance with the Family Medical Leave Act.

21. PERFORMANCE EVALUATION

After six (6) months of employment, a new Nurse shall receive a written performance evaluation. Thereafter, each Nurse shall receive, at least annually, a written performance evaluation of the Nurse's work performance. Additional written evaluations may be given at any time at the discretion of the County or at the request of the Nurse.

Evaluations shall be given no earlier than thirty (30) days prior to and no later than thirty (30) days after the due date (the Nurse's salary anniversary date) of such evaluations. The written evaluation shall be presented during an evaluation appointment and the Nurse shall be given a copy of the evaluation for his/her personal files.

The Nurse shall be notified of the right to attach comments to the document. Each evaluation shall have a place for the Nurse's signature and date the Nurse was

presented with the evaluation. The Nurse's signature shall indicate only that s/he has received the evaluation and read it.

It shall be the responsibility of the County to make every effort to provide prompt counseling between formal performance evaluations for any Nurse who is deemed to be performing below expectations.

A performance evaluation with a less than satisfactory overall performance rating shall include areas where improvement is needed and how that improvement can be accomplished. A follow-up performance evaluation shall be completed within six (6) months from the date of any performance evaluation with an overall rating of less than satisfactory. Failure by the County to complete the follow-up evaluation shall result in the time worked after the six month period to be counted for purposes of seniority calculations.

The County will develop competency-based job descriptions and performance evaluations, which will be reviewed with CNA prior to implementation.

The parties agree that registered nurses will be evaluated on their clinical skills by a registered nurse.

22. DEPARTMENTAL PROBATIONARY PERIOD

Nurses taking a voluntary demotion in the same series or transferring between departments in the same classification may be required to serve a new departmental probationary period as a condition of the transfer not to exceed six (6) months. All other County policies in effect prior to the commencement of this Agreement concerning the probationary period shall remain in effect.

23. NURSING PRACTICE

No action by the County shall exceed the limits of Nursing licensure as defined by law and by pertinent regulations, jeopardize the health and safety of Nurses covered by this Memorandum of Understanding, the Nurse Practice Act or violate the standards of commonly recognized nursing practice. If a Nurse believes that circumstances are present which may jeopardize a patient's or Nurse's health or safety, the Nurse shall immediately report the details to the person in charge.

24. LICENSING AND FURNISHING FEES

The County shall reimburse Registered Nurses for fees required to renew State required license certification. Fees associated with initial certification will not be covered, with exception of new certifications required by the County. Payment shall be made upon submission of a County claim form and attachment of a receipt evidencing payment of the fee by the Nurse.

In addition, the County will reimburse Nurse Practitioners (NPs) for fees required to obtain and maintain a "furnishing number." NPs whose positions require a DEA (Drug

Enforcement Agency) license in the future must have the department's CFO's (Chief Financial Officer's) signature on the application to determine if waiver of fee for government agency is available.

25. PROFESSIONAL PERFORMANCE COMMITTEE

A Professional Performance Committee (PPC) shall be established at the County. The Committee shall determine its appropriate composition. The Committee will not be involved in the evaluation of the performance of any individual, the processing of grievances, or meeting and conferring within the meaning of the Employee Relations Ordinance of the County.

The Professional Performance Committee shall act as an advisory body making recommendations to the department head. Such recommendations will be advisory, will be considered in good faith and will be acted upon if deemed in the department's best interest and feasible by the County.

Such recommendations shall be presented for review and discussion with appropriate County officials at a mutually agreeable time and place. Any written recommendation from the committee chair to a department head will be responded to by the department head or her or his designee in a timely manner but no later than thirty (30) days from the date on which the department head received the recommendation.

The County recognizes the value that input from the Registered Nurses may have in improving the existing staffing system and, to that end, supports the concept of meeting jointly with the Nurses to discuss staffing systems/concerns as needed.

The Committee will coordinate their efforts with existing quality initiatives in the departments to ensure that efforts are not duplicated.

Goals and Purposes:
The goals and purposes of the Professional Performance Committee shall be to review and make recommendations on:

A. Matters concerning professional standards of nursing
B. The application of such standards in the County
C. Issues which relate to the professional practice of nursing
D. The quality of patient care
E. Effectiveness of acuity staffing systems
F. Relations with other professionals
G. Such other subjects that are deemed by the Committee as relevant to the development and maintenance of the highest level of patient care

Meetings and Facilities:
The Committee will schedule meetings on a regular basis. Any department head may also request an opportunity to meet with the Committee. The Committee may use County facilities to hold meetings with prior scheduled approval of the department head

or designee. Committee members will attend meetings during their own time unless prior approval is received from the department head or designee.

Composition:
For the term of the Memorandum of Understanding, two hours of release time per month shall be provided, for up to four Nurses, to participate in the Professional Performance Committee.

Assignment Despite Objection (ADOs):
The Assignment Despite Objection is a vehicle by which Registered Nurses notify their employers of conditions that adversely affect patient care. RNs will submit ADOs within 48 hours of their next assigned shift. Management copy of the completed ADO form will be hand-delivered by the RN to a Relevant Manager/Supervisor to guarantee timely receipt. RNs will submit PPC and CNA copies to the PPC via hand delivery or county Interdepartmental Mail. The relevant manager will respond, in writing, and directly to the RN who submitted the ADO within ten (10) working days of the receipt of the ADO. A copy of the response will be given to the site union steward who will forward to the PPC Chair.

The PPC will take responsibility to summarize Assignment Despite Objection (ADOs) and provide the summary and trending data, at least quarterly, to the Deputy Director/Department Head. The Deputy Director/Department Head will be available to discuss ADOs and trending data with the Committee. The Committee will have a location in each clinic or facility where RNS can collect blank copies.

The forms utilized will be mutually agreed upon by both parties.

26. SENIORITY

The seniority of a Registered Nurse shall be based upon the amount of total continuous service with the County.

27. REPORTING PAY

Nurses who are permitted to come to work without receiving prior notice that no work is available in their regular assignment shall perform any nursing work to which they may be assigned. Assignments will be made in accordance with the Nurse Practice Act and the Standards of Competent Performance (California Code of Regulations, Section 1443.5). The County will make reasonable efforts to have the Nurse work in an area in which the Nurse prefers to work.

When the County is unable to utilize such Nurse, the Nurse shall be paid an amount equivalent to two (2) hours times the straight time hourly rate plus applicable shift differential. The provisions of this section shall not apply if the County makes a reasonable effort to notify the Nurse by telephone as far in advance as possible, but at least two (2) hours in advance, before the Nurse's scheduled time to work. If the County cannot contact the Nurse by telephone, a contact attempt shall be made as verification that cancellation efforts were made in accordance with this section. The person making

the call shall make a note of the call including their name, the date and time of the call. The log of the call attempt shall be available for review by the Nurse.

In all likelihood, Nurses will be required to report to work and remain for the two-hour period if the required two (2) hour advanced notice is not met. The County may call the Nurse after the required two (2) hour period to inform him or her of the staffing situation and give the Nurse the option to waive the required two hour "reporting pay" by not reporting for work. The option to not report in this instance will be left to the discretion of the affected Nurse. This section shall only apply up to the first two (2) hours of the start of the shift.

28. RESIGNATION NOTICE

A Nurse wishing to leave the classified service in good standing shall file with the Department Head, a written resignation giving at least two (2) weeks' notice unless the Department head consents to the Nurse leaving sooner. The written resignation, together with notice of its acceptance on forms prescribed by the Chief Executive Officer, shall be immediately forwarded to the Chief Executive Office. In the event a Nurse leaves the classified service without filing a written resignation, the department shall so indicate on the form forwarded to the Chief Executive Officer, and the Nurse may be denied future employment with the County.

Nurses resigning shall be entitled to receive payment for accrued but unused vacation, holiday, overtime and for a portion of unused sick leave pursuant to the County Code.

29. WORKPLACE HEALTH AND SAFETY

The parties acknowledge the mutual responsibility to provide a working environment free from unsafe or harmful working conditions. The parties further agree to strive to reduce the number of job-related illnesses or injuries.

CNA agrees to support and encourage its members to participate in such safety training as the County may provide, wear such safety equipment as is required by the County, and to adhere to such safety procedures governing methods of work or equipment as may be required. The County will purchase or reimburse Nurses for purchase of any personal safety equipment specifically required by the County in order to comply with the provisions of CAL-OSHA.

The County will comply with all aspects of the California Code of Regulation, that are applicable to the County, including but not limited to, providing education to Nurses relating to various Nurse safety and security topics appropriate to each work environment. Such training and education will be provided to the Nurses on County time.

The parties agree that CNA shall appoint representatives to serve on the County's Safety Committees at BHRS (Behavioral Health Recovery Services, including outpatient clinics), HSA (Health Services Agency, including outpatient clinics), and the CSA (Community Services Agency).

The designated CNA representative will receive an annual calendar regarding meeting dates, time and place and will receive the same monthly notification as other members of the Safety Committee. Release time, with prior approval from the supervisor, will be allowed for attendance at the meeting.

The issue of campus safety will be placed on the committee agenda on a regular basis. Identification of campus safety and security issues will be documented in the committee minutes, listing intervention and possible resolutions in order to assure protection for all staff.

A copy of the minutes will be given to the designated CNA representative. The CNA representative will share this information with the Nurses, protecting the confidentiality of the items addressed.

30. WORKER'S COMPENSATION

The parties agree that the County's Worker's Compensation benefits shall remain undiminished under the life of this Agreement except that, in lieu of temporary disability, for a period not to exceed six months from the date of injury, the County will provide a continuation of full salary for Registered Nurses who sustain illness or injury arising in and out of the course of employment. The six months of time shall be limited to a total of six (6) months of time within a twelve (12) month period, beginning with the first date of absence covered by this provision.

The parties agree that Nurses receiving worker's compensation payments will have the option to request those payments to be supplemented by charges against any holiday, vacation or compensatory time off which the Nurse has accrued up to a level that would provide the Nurse with compensation not exceeding the Nurse's base salary.

31. SICK LEAVE

A. <u>Accrual/Use</u>

In accordance with existing County policy, full-time regular Nurses shall accrue 3.7 hours of sick leave for each pay period.

Employees designated as percentage under the County's Percentage Schedule Policy will accrue sick leave on a pro-rated basis not to exceed 3.7 hours each pay period. Part-Time employees shall be entitled to accrue paid sick leave at the rate of one hour of paid sick leave for every thirty (30(hours worked, beginning on the first day of employment. This is in accordance with AB1522 Healthy Workplace Family Act of 2014.

The County will comply with applicable State and Federal laws regarding the use of sick leave including, but not limited to, CA Labor Code 233 Kin Care and CA Labor Code Section 230.8 Family School Partnership Act.

B. Sick Leave Cash-Out at Termination

Nurses who leave County service as a result of death, disability retirement or service retirement excluding deferred retirement, shall receive cash for accrued, but unused sick leave on the books at the rate of fifty percent (50%) of the salary equivalent of such sick leave.

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

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

The maximum amount of sick leave that shall be applied toward the cash-out provisions as provided for in the MOU shall be six hundred (600) hours. For example if a Nurse 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 may continue to accrue and be used in the case of illness.

Any Nurse who, as of January 1, 1995, has accrued time in excess of six hundred (600) hours shall be cashed out upon termination for the amount of time accrued as of January 1, 1995 as provided for in this Section. The total sick leave accrual on that date shall become the Nurse’s individual maximum or cap for sick leave cash-out purposes while the Nurse remains in the continuous employment of the County. For example, if the Nurse 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 and in excess of this time will not be subject to cash-out.

C. Sick Leave Accrual in Excess of Maximum Cash-Out

Time in excess of the six hundred (600) hours may continue to accrue and be used in the case of illness.

32. RETIREMENT

General members of the bargaining units employed prior to January 2, 2011 shall receive upon retirement two percent (2%) of base salary at age fifty-five (55), with final average salary calculated on the employee's highest consecutive twelve (12) months of service. (Refer to Attachment H, dated February 12, 2002)

Tier Two level retirement benefits will be reinstated for all newly hired members of the bargaining unit effective January 1, 2011. Tier Two benefits are established per Government Code Section 31676.1 (approximately 2% at age 61) with final average salary calculated on the employee's highest consecutive three (3) years of service.

33. TRANSFER REQUESTS

Nurses covered by this Agreement desiring to be considered for openings may submit a letter to the Human Resources Manager specifying the unit(s), shift(s), and classification(s). Nurses who have submitted this letter will be considered for the position together with those Nurses who have submitted a formal application.

In the event a position has not been filled within the five (5) calendar day posting period, Nurses who have a transfer request letter on file with the Human Resources Manager will be considered for the position. This transfer request letter will be maintained by the Human Resources manager for one year or until withdrawn by the Nurse.

The Nurse may be required to complete an application prior to the selection decision.

34. POSTING AND FILLING OF VACANCIES

All Registered Nurse assignment vacancies covered in this Agreement shall be posted for five (5) calendar days on the CNA bulletin boards. A notice of assignment vacancy shall also be posted through the email system of each department that employs registered nurses.

It shall be the policy of the County whenever possible, to fill more desirable and/or promotional positions from personnel within the County, qualifications being approximately equal.

All Nurses employed by the County may apply for existing current assignment vacancies or newly created assignments, and shall be given preference in filling such assignments on the basis that the person must be qualified, including consideration of desirable qualifications. Where qualifications and performance are approximately equal, seniority shall prevail.

35. VACATION

A. Vacation Accrual

Full-time Registered Nurses who have been employed by the County and who have not had a break in service or unpaid leave of absence shall be eligible for vacation time as follows:

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

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

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

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

In addition, all members of the bargaining unit will receive an additional .93 hours per bi-weekly pay period.

B. Vacation Pay

Paid vacation time off shall include all additional compensation generally earned. Pro-rated vacation pay shall be granted to Nurses upon termination of employment.

C. Vacation Time Request

The Division Head and/or Manager shall approve or deny written requests for vacation within thirty (30) days of receipt of the request and shall make reasonable efforts to accommodate such requests. No vacation request shall be unreasonably denied because of the season of the year.

D. Limited Cash Conversion of Vacation

Nurses with one hundred (100) or more hours of accrued vacation on the records may request conversion into cash payment of up to forty (40) hours of accrued vacation not more frequently than once in a fiscal year. Nurses with two hundred (200) or more hours of accrued vacation on the records may request conversion into cash payment of up to sixty (60) hours of accrued vacation, not more frequently than once in a fiscal year. Such conversion will be granted upon approval of the Department Head in consideration of the department's budget constraints and the Auditor-Controller. The vacation conversion request shall not be unreasonably denied.

E. Vacation Accumulation Maximum

Nurses 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 Nurse's vacation time has fallen below the four hundred and four hundred fifty (450) hour maximum. It is the policy of the County that Nurses take at least their normal vacation each year; provided, however, that for reasons deemed sufficient by her/his department head, a Nurse may, with the consent of the department head, take less than the normal vacation time with a correspondingly longer vacation the following year.

Nurses who are nearing the vacation accumulation maximum of four hundred fifty (450) hours (at three hundred seventy [370] hours or higher) will receive notification of vacation accrual balances through the employee's paycheck advice notice. Nurses are encouraged to request vacation upon receiving this notice pursuant to department procedures.

Failure by the Nurse 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 Nurse makes a good faith effort to request vacation time and the request is denied by the department, the Nurse will receive up to eighty (80) hours of vacation cash-out. It is understood Nurses may have to request vacation time outside of high use time, i.e., holiday seasons and summer months.

F. Cash-Out in Deferred Compensation Program

Nurses who have the option of cashing out vacation, pursuant to Sections "D" and "E" of this Article may choose to place their vacation cash-out in the deferred compensation system. The Nurse is responsible for complying with the current IRS regulations.

36. WORK SCHEDULING

A. Every Other Weekend Off Schedule

The County agrees to maintain an every other weekend off schedule for Nurses who are required to work weekends and who currently are provided with this schedule.

B. Meal Periods

Nurses who are scheduled to work eight (8) hours within a time period of eight and one-half (8½) hours shall not receive less than half (1/2) hour for meals. If such Nurses are required and authorized by the supervisor to work during the meal period or if relief for such meal period is not provided, such meal shall be

considered time worked for the purposes of computing overtime and compensated as CTO or cash.

C. Work Schedule Posting

The work schedule shall be posted at least fourteen (14) days in advance.

D. Rest Periods

The parties agree that Section 3.32.090 of the County Code governing County employee rest periods remains in effect. The section provides that each department head is empowered to grant to Nurses in his or her department, rest periods during the working hours of the day. Such rest periods are not to exceed fifteen (15) minutes in any four (4) consecutive hours of work. It is further recognized that rest periods are not cumulative and if not used are lost to the Nurse.

E. Alternative Work Schedule

With the concurrence of the Department Head or his/her designee, and in consideration of the individual assignment, department needs, and the nature of the specific schedule proposed, employees shall be eligible to work alternative/flex schedules, consistent with the County's Flextime Policy and the Department's Flextime Policies. Flextime work schedules may be available to full-time hourly employees when it is in the best interest of the organization and the employee, and consistent with County Policy. Management shall retain the right to designate a work schedule for any particular function if necessary to maintain the efficiency and integrity of the organization.

Employees may request to work a flexible schedule or to modify a current flexible schedule with written notice to the Department Head or designee of no less than four weeks. Employees working a flexible schedule will be provided no less than four weeks' notice prior to the department altering their flexible schedule (other than short-term changes to accommodate business needs). Flexible schedules should be evaluated no less than annually in order to confirm the schedule continues to meet the needs of both the employee and/or the department. Department has sole discretion to approve or deny flexible schedule requests and such decisions are not subject to review.

37. 12-HOUR SHIFT PROCEDURES

A Registered Nurse in the job classification of Staff Nurse may be assigned to work a 12-hour shift or may request assignment to a 12-hour shift at HSA. The needs of the department and clinics will be considered when scheduling the Registered Nurse. The pertinent clinic manager(s) or Department Head designee will make the determination of the need for the 12-hour shift.

A. During each 12-hour shift, a Nurse is entitled to one 30-minute meal period and three 15-minute breaks. The meal periods and rest breaks will be scheduled by the Nurse with the prior approval of the Supervising Nurse. Meal periods and rest periods are not cumulative and must be used by the Nurse or will be lost. The only exception will be the meal periods missed due to unavoidable working requirements, approved in advance by the Supervising Nurse on duty, will be compensated at the rate of time and one-half.

B. Each Nurse working a 12-hour shift schedule will receive every other weekend off unless the Nurse requests an exception and it is approved by the respective Clinic Manager. In addition, except in cases where staffing emergencies preclude, Nurses shall receive at least two consecutive days off each week. Further, except in cases where staffing emergencies preclude, no Nurse shall be required to work more than four consecutive days.

C. Work on a 12-hour shift schedule will not result in any change in the number of hours or methods of accrual of hours or work, sick leave, holiday, or vacation benefits.

D. Double time shall be compensated for twelve- (12) hour shift Nurses after the twelfth hour of work.

38. AUTOMOBILE USE

The County will continue to use its best efforts to provide County automobiles for use on County business. In the event, however, that an RN uses his/her personal automobile on authorized County business, he/she will be reimbursed for mileage at the rate designated by the Internal Revenue Service for business use of the automobile. The IRS rate will be adopted by the County Auditor-Controller on January 1st of each year or in accordance with any changes made by the IRS, those changes will be made in the month the IRS enforces them.

39. PHONE USE

The County will reimburse a RN for the charge attached to any call made by a RN on authorized County business. This includes reimbursement for cellular phone calls that can be substantiated and are approved by the Nurse's Manager prior to reimbursement.

40. PERSONNEL FILES

A. Access to Official Personnel Files

The parties agree that the County Chief Executive Office policy, as found in Section 3 of the County Personnel Policies, on access by an employee to the contents of his or her official personnel file maintained by the Chief Executive Office will continue. That policy provides that upon request, an employee may review the contents of his or her official file and be provided with a copy of any

materials in that file. With the written consent of the employee, a designated representative of the employee may review the contents of the file.

B. Access to Department Personnel Files

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

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

C. Adverse Material

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

41. JOINT DISCUSSIONS

Joint Labor-Union Management Committee

The parties recognize the importance of on-going communication. To foster this communication, the parties agree to establish a Joint Labor Management Committee to discuss items of mutual interest. These mutual, non-binding discussions may include matters that affect wages, hours, or terms and conditions of employment. Upon approval of both parties Agreements from the Joint Labor Management Committee may be incorporated into this contract through a side letter or amendment.

42. 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 to this collective bargaining Agreement. The parties hereto agree that in the event that any provisions of the Agreement are finally held or determined to be illegal or void or as being in contravention of any such laws, rulings or regulations, 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 portions of this Agreement.

43. FULL UNDERSTANDING

The parties agree that the provisions of this Memorandum of Understanding fully set forth the Agreement of the parties on the matters of wages, hours, terms and conditions of employment herein set forth. Any prior understanding or Agreements by the parties whether formal or informal regarding these matters are hereby superseded or terminated.

The parties agree that except as provided herein, the mutual obligation of the County and CNA to meet and confer over matters of wages, hours, terms and conditions of employment have been met in good faith.

44. NURSE RECRUITMENT AND RETENTION

It is the mutual agreement of both the County and the Association that Nurse recruitment and retention is vital to maintaining quality patient care and that during the term of this MOU aggressive recruitment will be carried out for all open and impending nursing positions. Recruitment will reflect key economic and professional benefits of employment with the County and include advertisement in newspapers and nursing journals.

45. PATIENT CARE TECHNOLOGY

When the County considers introducing any new technology and/or change to current technology or equipment that impacts the delivery of nursing care/nursing services, the County shall bring such new technology and/or change and/or modification to current technology or equipment to the PPC who shall then have the opportunity to constructively consider and/or make recommendations based on the input of nurses directly affected.

Attachment A
Special Accrued Leave Time Provisions

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

2. Special accrued leave time will be utilized during any period of office closure approved by the Board of Supervisors. Office closure schedules will be communicated by September 30th for 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.

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

4. Employees and departments are encouraged to schedule and utilize all special accrued leave time within the fiscal year in which it is accrued. Special accrued leave time not utilized will not expire (unless negotiated in the future), does not have 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.

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

ATTACHMENT B
DISCIPLINE

Discipline of Permanent Classified Employees

3.28.010 Causes for Discipline

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

A. Omission or willful misrepresentation of a material fact or other fraud in securing employment;
B. Incompetence;
C. Inefficiency;
D. Inexcusable neglect of duties;
E. Insubordination;
F. Dishonesty;
G. Improper use of drugs, including (1) drunkenness on duty, (2) use of drugs while on duty, (3) incapacitation for proper performance of duties by prior use of drugs. The terms “drugs” shall mean controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code, and shall also mean alcohol;
H. Unexcused absence from duty, including but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow-downs;
I. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this subsection;
J. Discourteous treatment of the public or other employees;
K. Willful disobedience;
L. Misuse of County property;
M. Inconsistent, incompatible or conflicting employment, activity or enterprise;
N. Violation of a departmental rule;
O. Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the employee’s department or employment. [Prior Code § 2-240]

3.28.020 Notice of Intended Discipline

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

A. Review the proposed action with the Director of Personnel;

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

C. The employee, given notice of intended disciplinary action, may within seven days after service of the notice respond to the department head either orally or in writing. The employee shall not be entitled to a formal hearing with examination of witnesses but he may present statements by himself, written statements of any witness and other documentary material. He may be represented by another in presenting his response. The department head shall fairly and impartially consider the employee's response and shall thereafter: (1) impose the intended disciplinary action; (2) notify the employee that the intended disciplinary action will not be imposed; or (3) amend the charges. In the event the department head substantially amends the intended charges or punishment, the employee shall be given another notice as provided in subsection B of this section. [Prior Code § 2-241]

3.28.030 Notice of Action and Appeal

In the event the department head determines to discharge, suspend or reduce in rank or compensation a permanent employee after completing the procedures provided in Section 3.28.020, he shall serve upon the employee an order in writing stating (A) the nature of the disciplinary action, (B) the effective date of the action, (C) the causes therefore, (D) the specific acts or omissions upon which the causes are based, stated in ordinary and concise language, and (E) the right of the employee to appeal. The employee acted against may, within seven (7) days after service of the order, appeal the action of the department head. If the employee fails to appeal within the time specified, or subsequently withdraws his appeal, the punitive action taken by the department head shall be final. An appeal shall be in writing, shall be filed with the Director of Personnel and shall contain an answer to each charge in the order. The answer shall include any objections the employee may have as to the form or substance of the order or the procedures followed by the department head. The Director of Personnel shall forthwith transmit the order and appeal to the employee disciplinary proceedings hearing board for hearing. The hearing board shall, within a reasonable time of the filing of the appeal, commence the hearing thereof, and shall notify the interested parties of the time and place of hearing at least five (5) days in advance thereof. [Prior Code § 2-242]

3.28.040 Amendment of Order

A. At any time before the hearing, the department head may file with the employee disciplinary proceedings hearing board an amended or supplemental order, which shall be served upon the employee. The

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

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

3.28.050 Notice or Order Service

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

3.29.060 Hearing Board and Hearing Officer

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

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

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

3. Upon the request of the Director of Personnel, each recognized employee organization shall, within five working days, nominate a permanent full-time employee of the County, and the Director of Personnel shall submit the name of the employee chosen by lot, provided that if a recognized employee organization fails to nominate an employee, the Director of Personnel shall do so. In the event the appellant is from the same department as a member of the appeal board, the Director of Personnel shall submit another

name for appointment to replace such member for that case only. The term of each member shall end on December 31st of each year, but a member shall continue to act on any appeal filed before that date. Two members of the appeal board shall constitute a quorum, provided, however, that the Director of Personnel or the chairman of the appeal board may request the temporary appointment of a member to replace a member who is or will be unavailable on the scheduled hearing date.

B. Upon written Agreement of the County and the appellant made at any time before the hearing board is convened, the appeal shall be heard and decided by the chairman of the appeals board as a hearing officer. The rule and procedures set forth in this chapter for hearing by a hearing board shall also apply to a hearing by a hearing officer. [Prior Code § 2-245]

3.28.070 Hearing Rules

At a hearing, both the appealing employee and the department head whose action is reviewed shall have the right to be heard publicly, to be represented by counsel and to present evidentiary facts. The parties may agree to a hearing closed to the public, and the hearing board may at any time exclude any person who may be a witness in the case under consideration. The hearing shall be informal and the hearing board shall not be bound by any of the rules of evidence governing trial procedures in state courts. In arriving at a decision, the hearing board may consider any prior County disciplinary action including any letters of reprimand filed with the County Personnel Department. The hearing board shall make an official decision either affirming, modifying, or revoking the order. The decision shall contain findings of fact which may be stated in the language of the pleadings or be reference thereto. A copy of the written decision shall be transmitted to the department head and the Director of Personnel. The Director of Personnel shall serve a copy of the decision upon the employee, and shall notify the employee that the time within which judicial review must be sought is governed by California Code of Civil Procedure Section 1094.6. A copy of the decision shall be placed in the employee's personal history file. The decision of the hearing board shall be final. [Prior Code § 2-246]

3.28.080 Immediate Termination

Notwithstanding the provisions of Section 3.28.020, the department head may discharge a permanent employee without prior notice if immediate termination is essential to avert harm to the County or to the public. In such case, the notice of discharge shall inform the employee of his right to reconsideration by the department head who shall follow the procedures of Section 3.28.030 [Prior Code § 2.247]

3.28.090 Measures Pending Final Determination

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

A. Defer the imposition of the punishment until the final order of the hearing board;

B. Place the employee on leave of absence with compensation;

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

D. Suspend the employee without pay if accusations against the employee are under investigation, and the accusations are such that, if true, immediate removal is essential to avert harm to the County or to the public, provided: (1) the employee shall be accorded the rights provided by this chapter, and may appeal the order of suspension to the hearing board at any time during the period of suspension; (2) the period of suspension without compensation shall not exceed forty-five (45) days; (3) that in the event the employee is not served with notice of intended charges during the period of suspension, the employee shall be reinstated in County service as of the initial date of suspension; (4) that in the event the punitive action taken against the employee does not result in termination of employment, the employee shall be restored to County service for the period of the preliminary suspension and any disciplinary suspension or reduction in rank or ordered or approved by the hearing board shall commence on or after the date of the punitive action by the department head. The department head may discontinue an employee's leave of absence with compensation giving the employee forty-eight (48) hours' notice in writing to return to duty. [Prior Code § 2-248]

3.28.100 Maximum Suspension

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

3.28.110 Hearing Procedure

The hearing shall proceed as follows:

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

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

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

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

E. The hearing board may affirm or revoke the action taken by the department head or may modify such action to a less severe punishment. The hearing board may order the employee returned to his/her position either as of the date of the punitive action by the department head or as of such later date as the hearing board may specify. If the hearing board shall revoke or modify the order of the department head, the appealing employee shall be granted forthwith all rights and privileges pertaining to County service in accordance with the order of the hearing board. [Prior Code § 2.250]

3.28.130 Petition to Set Aside Resignation

In the event a person claims his resignation was given by reason of mistake, fraud, duress, undue influence, or that for any other reason it was not his free

and voluntary act, he may submit a written petition to the Director of Personnel to set aside his resignation and such petition shall be treated in the same manner as an appeal from an order for discharge; provided, however, that no such petition shall be considered by the hearing board unless it is filed with the Director of Personnel within thirty days after (A) the last date upon which services to the County are rendered; or (B) the date the resignation is rendered to the appointing power, whichever is later. [Prior Code SS2-252]

ATTACHMENT C
GRIEVANCE PROCEDURE – MOU PROVISION

Procedure for Settling Grievances Including Binding Arbitration

I. Intent:

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

II. Definitions:

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

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

III. Exclusion of Disciplinary Appeals and Equal Employment Opportunity Grievances:

Appeals from disciplinary actions or grievances alleging violation of the County's policies of equal employment opportunity or affirmative action or involving allegations of employment discrimination will be handled pursuant to the County's Equal Employment Opportunity Grievance Procedure and does not include binding arbitration as the final step in the procedure.

IV. Representation:

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

V. Time Limits:

The time limits herein specified may be extended to a definite date by mutual consent of the parties. Failure to meet time limits by the employee shall constitute withdrawal of the

grievance. Such failure by the County shall entitle the employee to request the next step in the procedure.

VI. Grievance Procedure Steps:

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

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

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

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

E. Grievance Appeal - If the employee wishes to appeal the department head's decision, he/she shall do so in writing to the Director of Personnel within ten working days after receipt of the department head's decision. The employee may elect to submit the grievance for final decision to the Chief Administrative Officer. If the employee is represented by the recognized employee representative of the assigned bargaining unit, through the elected representative only, the grievance may be submitted for binding arbitration. Within the specified time period the employee and/or the elected representative as specified herein, shall specify in writing to the Director of Personnel whether the grievance should be submitted to the Chief Administrative Officer or binding arbitration. The decision to utilize binding arbitration shall be the prerogative of the recognized employee organization only, with the employee's concurrence; access to only one of the two procedures for the purpose of resolving the alleged grievance shall be given the employee(s); the option of

procedure utilized shall be binding and irrevocable upon the employee and the employee's recognized employee organization; and the procedure utilized shall be limited to grievances only as defined in section II, Subsection A "Definitions, Grievance" herein, excluding complaints.

1. Submission of the Grievance Appeal to Chief Administrative Officer

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

2. Submission of the Grievance Appeal to Binding Arbitration

   If the employee wishes to appeal the department head's decision and elects to not refer the matter to the Chief Administrative Officer for final resolution, the employee may, through the recognized representative of the employee's assigned bargaining unit only, elect binding arbitration by writing to the Director of Personnel within ten working days after receipt of the department head's decision. Prior to the selection of the arbitrator and submission of the grievance for hearing by an arbitrator, the Director of Personnel shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the parties. The Director of Personnel shall have ten (10) working days in which to review and seek amicable resolution of the grievance.

   a. Selection of Arbitrator

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

b. Arbitration Issues

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

c. Arbitration Expenses Shared

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

d. Duty of Arbitrator

The arbitrator shall conduct an informal hearing, and any other meetings or investigations as are appropriate in his/her judgment. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Memorandum of Understanding, County ordinance, resolution, or written departmental policy. He/she shall consider and make a decision with respect to only the specific issue(s) submitted, and shall not have authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of the Memorandum of Understanding, applicable State or Federal law, County Ordinance, board resolution or written departmental policy, he/she shall decide the appropriate resolution. The arbitrator shall have no authority to substitute his/her judgment for that of the County as to any matter within the County's discretion. The decision and award of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties.

Proposals to add to or change the Memorandum of Understanding or written Agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding,

nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section.

e. Binding Decision

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

f. Arbitrator's Decision Due

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

g. Non-Employee Organization Representation

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

ATTACHMENT D

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

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

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

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

B. Submission of the Disciplinary Appeal to Binding Arbitration

1. Notice of Action and Appeal

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

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

The recognized employee organization, on behalf of the represented employee may, within fourteen (14) calendar days of service of the order request in writing

to the Director of Personnel the use of binding arbitration in lieu of the discipline appeals board. Should the request for appeal be filed within the seven-calendar day period and the request for binding arbitration not be submitted to the Director of Personnel with the specified time frame, the matter will be scheduled and heard by the discipline appeals board.

2. Selection of Arbitrator

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

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

3. Arbitration Issues

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

4. Arbitration Expenses Shared

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

5. Duty of Arbitrator

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

6. Arbitrator's Decision Due

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

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

7. Non-Employee Organization Representation

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

ATTACHMENT E

STANISLAUS COUNTY
PERSONNEL MANUAL
BOARD OF SUPERVISORS RESOLUTION
APPROVED JANUARY 24, 2012/RESOLUTION #2012-026
EQUAL EMPLOYMENT OPPORTUNITY (EEO) COMPLAINT PROCEDURE

Stanislaus County is committed to maintaining equal opportunity in all employment actions and public services in compliance with all applicable federal and state laws. The County's Workplace Harassment, Discrimination and Retaliation Policy is intended to prohibit, eliminate and prevent unlawful harassment, discrimination and retaliation and its effects in the workplace. The policy is located in the County's Personnel Manual and on-line on the County's Equal Rights website.

The following Equal Employment Opportunity Complaint (EEO) Procedure was developed to provide specific procedures to address complaints under the County's Workplace Harassment, Discrimination and Retaliation Policy and associated complaints regarding public services. These procedures apply to every County employee, job applicant, or person seeking County services who believes he or she may have been treated differently based upon a protected classification.

All employee labor organizations have agreed to the Equal Employment Opportunity Complaint Procedure which follows. Using this procedure is the most effective way to have an equal rights complaint reviewed, investigated and possibly resolved locally and in a timely manner.

A. Intent - It is the intent of this procedure to provide an effective means of resolving individual or group problems of a sensitive nature in a timely manner and with a minimum of formal procedural requirements.

B. Scope - This procedure shall apply to allegations of harassment, discrimination and retaliation in any employment action or in the delivery of public services based upon a protected classification. County departments may develop separate policies and procedures related to processing complaints regarding the delivery of public services in compliance with all applicable federal and state laws and regulations.

C. Limitations - the establishment of this procedure for resolving complaints of discrimination, as it relates to matters of County employment practices, is not intended to supplant regular grievance or complaint procedures or prohibit employees or applicants from filing complaints with the Department of Fair Employment and Housing (DFEH), Equal Employment Opportunity Commission (EEOC), or the courts. This procedure is intended and should be viewed as a means of providing the special skills needed to promptly and fairly handle the sensitive issues involved, and to ensure full cooperation with Federal and State compliance agencies.

D. Representatives - In presenting and resolving complaints, persons submitting complaints may represent themselves or may designate a representative of their own choosing. Costs associated with such representation, if any, will be borne by the complainant.

E. Definitions

Complainant: An employee or applicant for employment who alleges that he or she has been the subject of harassment, discrimination or retaliation on the basis of a protected classification. May also be a member of the public who alleges that he or she has been denied access to County government services or been discriminated against in the provision of such services on the basis of a protected classification.

Third Party: A separate individual from the subject (Complainant) who alleges that he or she witnessed another party be subjected to harassment, discrimination, or retaliation on the basis of a protected classification and brings forward a complaint.

County Equal Rights Officer: The Deputy Executive Officer assigned to the Chief Executive Office Human Resources Division, who is in close reporting relationship to top management and is assigned the responsibility of managing the County's Equal Rights Program including the procedure for handling complaints under this policy.

Departmental Equal Rights Officer: An employee assigned the responsibility of managing a department's equal rights program trained in EEO procedures and who provides informal counseling on matters pertaining to discrimination. Each County Department Head shall have an assigned Departmental Equal Rights Officer. Departmental Equal Rights Officers may be required to offer assistance to other Departments as requested by the County Equal Rights Officer or designee.

Protected Classification: The term describes characteristics or factors which are specifically protected from harassment, discrimination or retaliation based on federal or state laws. Protected classifications include, but are not limited to, race, color, national origin, ancestry, sex, sexual orientation, religion, political affiliation, action, or belief, marital status, age (over 40), pregnancy related condition, medical or physical disability, and genetic history.

Annually, the Board of Supervisors reaffirms its commitment to non-discrimination by adopting the County's Non-Discrimination Statement. Please review the Non-Discrimination Statement for updates to the list of protected classifications. The Non-Discrimination Statement is located in each department, in the Personnel Manual, and on-line on the County's Equal Rights website.

F. Steps in the Procedure

To initiate the EEO Complaint Procedure, any employee, job applicant, or person seeking County services who believes he or she has been subject to harassment, discrimination or retaliation based on a protected classification may make a complaint orally or in writing with any of the following:

1. Immediate supervisor;
2. Any supervisor or manager within or outside the department;
3. Department Head;
4. Departmental Equal Rights Officer;
5. Director of Personnel; or
6. County Equal Rights Officer.

Complainants are encouraged to report complaints as soon as learning of the issues related to their complaint. Any delays in reporting complaints may impact the department's ability to fully investigate and respond to the issues presented.

Complainants are encouraged to use the County EEO Complaint form to assist in documenting all of the issues in the complaint. The form is located in the County's Personnel Manual and on-line at http://www.stancounty.com/personnel/equal-rights/doc/eeo-complaint-form.doc.

Department Level Complaints

Complaints should first be addressed at the department level in an effort to resolve the issues presented. The Departmental Equal Rights Officer (or alternate Departmental Equal Rights Officer) will be responsible for evaluating and responding to the complaint. Due to the nature of certain complaints, the Department and the County Equal Rights Officer may assign an alternate Departmental Equal Rights Officer to complete the departmental level review or may forward the matter directly to the County Equal Rights Officer to coordinate the appropriate follow-up.

The Department process will typically include the following:

a) Consult with the complainant to reach a complete understanding of the issues presented.

b) Make necessary inquiries in an attempt to resolve the complaint. This may include interviews with other witnesses or subjects as necessary.

c) Seek informal resolution of problems by facilitating open communications between the complainant and any other involved parties.

The Departmental Equal Rights Officer will provide a response to the complainant in writing within 60 calendar days of learning of the complaint. If the complaint will require more than 60-calendar days to fully evaluate and respond, the Departmental Equal Rights Officer will notify the complainant of the additional period of time necessary to complete their findings.

County Level Complaints

Complainants may appeal the findings of the Departmental Equal Rights Officer to the County Equal Rights Officer. It is recommended Complainants appeal to the County Equal Rights Officer as quickly as possible to assist the County Equal Rights Officer in completing a timely investigation.

The County Equal Rights Officer, upon receipt of a complaint:

a) Shall review the case with the Departmental Equal Rights Officer.

b) May assign an investigator to conduct a prompt, impartial investigation, if necessary, and review finding thereafter. The complainant will be notified of the assigned investigator.

c) The County Equal Rights Officer shall be authorized to issue subpoenas as necessary.

d) Explore further the possibility of informal adjustment of the problems through negotiation or conciliation with Department Head or the parties to the complaint.

e) Respond to the Complainant in writing with the County Equal Rights Officer decision and provide notification of appeal rights. If the Complainant wishes to appeal the County Equal Rights Officer's decision, he/she may do so in writing to the County Chief Executive Officer within fourteen (14) working days of receipt of the County Equal Rights Officer's decision.

1. Appeal to Chief Executive Officer: Upon receipt of an appeal of the County Equal Rights Officer's decision the County Chief Executive Officer shall:

   a) Review the case with the County's Equal Rights Officer, the Investigator, or Departmental Equal Rights Officer as appropriate.
   b) Request the Investigator gather further information and analysis as appropriate.
   c) Provide the complainant with a written decision and advise complainant of appeal rights.

2. Appeal to Hearing Board: Shall the affected individual wish to appeal the Chief Executive Officer's decision; he/she may request a hearing with the Hearing Board established pursuant to Stanislaus County Ordinance Code 3.28.060 within fourteen (14) calendar days of receipt of the Chief Executive Officer's decision. The appeal shall be in writing and shall be filed with the Chief Executive Officer. 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 and shall notify the interested parties of the time and place of hearing at least five (5) working days in advance.

   At the hearing, both the complainant 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 persons 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, a 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 is final.

ATTACHMENT F

HEALTH INSURANCE AGREEMENT

August 31, 2017

Health Insurance Agreement Between Stanislaus County and the
California Nurses' Association
County Attorneys' Association
District Attorney Investigators' Association
Stanislaus County Deputy Probation Officers' Association
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

1. Term of the Agreement

This agreement shall remain in full force and effect for the period of January 1, 2018 through December 31, 2020, unless extended by mutual agreement of the parties.

2. 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>

- United Healthcare (UHC)EPO
- United Healthcare (UHC)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 Health Savings Accounts (HSA) in the following amounts:

Employee only - $1,250 annually

Employee +1 - $2,100 annually

Family - $2,100 annually

HSA contributions will be made as a lump sum equivalent to six months of the annual contribution processed on the first payroll cycle paid 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 2017).

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.

3. 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 August 24, 2017.

4. 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 addition of Applied Behavioral Analysis (ABA) treatment for Autism as a covered expense , and those changes which may be required by law during the term of this agreement.

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

In-Network SCPH and UHC	Out-of-Network UHC
$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.

ATTACHMENT G

STANISLAUS COUNTY
REDUCTION-IN-FORCE
Total Seniority Calculation Based

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

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

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

REDUCTION-IN-FORCE

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

Alternatives to Layoffs

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

ORDER OF SEPARATION

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

The sequence of separation by appointment types shall be:

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

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

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

REDUCTION-IN-FORCE SENIORITY PROCEDURE

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

Continuous Service Defined

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

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

SENIORITY CALCULATIONS

Among permanent employees the order of layoff will be determined by the employee's seniority calculation in the following order:

1. Employee with the greatest continuous full-time County service;
2. Employee with the greatest seniority in the classification in which the reduction-in-force is being made and in higher classifications;
3. Employee with the greatest seniority in the Department of the reduction-in-force;
4. Seniority with extra help service included; and
5. Employee whose name is drawn by lottery by the Chief Executive Officer or designee

1. Calculation of Seniority for Full-Time Regular Employees

Calculation of County Seniority means all continuous service in the County in a regular full-time position. Extra-help/part-time service time is not counted in calculating regular full-time County seniority.

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

2. Calculation of Classification Seniority

In the case of two or more employees with equal County seniority the order of layoff will then be determined by total continuous full-time service in the employee's current classification and higher ranking classification. Extra-help/part-time is not counted in calculating classification seniority.

3. Calculation of Department Seniority

In the case of two or more employees with equal Classification Seniority the order of lay off will then be determined by total continuous full-time service in all positions held in the impacted department. Extra-help/part-time service is not counted in calculating Department Seniority.

4. Extra Help Service Calculation

In the event of a tie extra-help hours during continuous service will be included in the total Seniority calculation. Extra-help hours served on or after January 1, 1999, will be counted on an hour-for-hour basis with eight (8) hours as the equivalent of one (1) work day of service. Extra-help hours served prior to January 1, 1999, are not available in the existing payroll system and will be calculated at 2.86 hours a day per seven (7) calendar days of service (equivalent of 20 hours).

5. Lottery

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

WRITTEN NOTICE

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

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

DEMOTION IN LIEU OF LAYOFF

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

TRANSFER IN LIEU OF LAYOFF - VACANCY

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

TRANSFER ACROSS DEPARTMENT LINES – FILLED POSITIONS

Employees may bump across department lines in only one circumstance. A permanent employee, who has been impacted by a reduction-in-force action, shall have the right to transfer to a position filled by a probationary employee if the position is in the same classification and if the less senior employee is on initial County probation. The employee electing to "bump" to the new County department may be required to complete the receiving Department's background process and serve Department Probation for a period not to exceed six (6) months. The employee shall maintain his or her re-employment rights within the Department he or she transferred from.

RE-EMPLOYMENT

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

Re-employment lists shall be in inverse order of lay-off with the most senior employee from amongst those laid-off rehired first. Such re-employment would be at the same salary step or the salary range assigned such classification and with the same seniority as the employee had earned

at the time of layoff. Benefits paid out at the time of separation such as vacation or sick leave may be bought back at employee expense. Written notice of the re-employment opportunity shall be sent by certified mail to the last known-address of the former employee by the Department Head or designee. The former employee shall have fourteen (14) calendar days to respond to the notice.

ADMINISTRATIVE DECISIONS

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

SPECIAL CIRCUMSTANCES

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

APPEALS

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

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

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

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

At the hearing, both the appellant, and the County shall have the right to be heard publicly, to be represented by Counsel and to participate in the appeal process including presenting evidentiary facts. In certain situations in which an affected employee is disputing the seniority calculation of another employee both the affected employee who is disputing the seniority calculation and the

employee whose seniority is being questioned may have the right to be present at the hearing subject to agreement from the affected labor organization and the County. The parties may agree to a hearing closed to the public and the Hearing Board may at any time exclude any person who may be a witness in the appeal under consideration. The hearing shall be informal and the Hearing Board shall not be bound by any of the rules of evidence governing trial procedure and State courts. The Hearing Board shall render a written decision, copy of which shall be transmitted to the Chief Executive Officer. The Chief Executive Officer shall serve a copy of the decision upon the appellant. The decision of the Hearing Board shall be final.

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

SICK LEAVE CASH OUT PROVISIONS

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

UNREPRESENTED COUNTY EMPLOYEES

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

ATTACHMENT H

Enhanced Retirement Benefit Agreement between Stanislaus County and All Employee Organizations February 12, 2002

California Nurses Association (CNA)
County Attorneys Association (CAA)
Operating Engineers Local 3 representing the District Attorney Investigators Association,
The Emergency Dispatchers Association, and
The Deputy Probation Officers Association
Service Employees International Union Local 535 (SEIU)
Stanislaus County Deputy Sheriffs Association (SCDSA)
Stanislaus County Employees Association AFSCME/Local 10 (SCEA)
Stanislaus County Sheriff Supervisors Association (SCSSA)

1. Effective Date

The terms of this Agreement and the enhanced retirement benefits shall be effective the first full pay period beginning on March 9, 2002.

All references to the March 9, 2002 date shall be March 10, 2002 for those Departments on a Sunday-to-Saturday payroll calendar.

2. Retirement Benefits

Pursuant to the respective MOU with each employee organization, the County shall provide enhanced retirement benefits defined as follows:

Safety: The formula outlined in Govt. Code Section 31664.1, commonly known as 3% at 50.

General: The formula outlined in Govt. Code Section 31676.14, commonly known as 2% at 55.

3. Eligibility

The parties agree that only regular, full-time, current, active employees of Stanislaus County on or after March 9, 2002 (March 10, 2002 for those Departments on a Sunday-to-Saturday payroll calendar), and who are members of the Stanislaus County Employees' Retirement Association (StanCERA) are eligible for the enhanced benefits.

The earliest date an employee/member can retire is March 10, 2002 (March 11, 2002 for those Departments on a Sunday-to-Saturday payroll calendar).

The enhanced benefits shall not apply to retirees or deferred members who were retired or deferred prior to the effective date of this Agreement.

4. New Tiers

To implement the enhanced benefits, there will be two (2) new tiers as follows:

Current Tier	New Tier
1	4
2	5
3	Remains 3

These new tiers will have both the general and safety designations.

All eligible employees/members shall be automatically moved to the respective new tier. The employee/member may opt-out of the new tier by notifying StanCERA in writing of their desire to remain in the old tier. The employee/member shall request and complete an opt-out election form available from StanCERA, indicating their desire to remain in the old tier. The employees/members shall have 90 days to opt-out of the new tiers. All completed election forms must be received in the StanCERA Office by close of business on June 10, 2002, at which point no changes can be made and the original terms of the StanCERA lifetime election shall remain in full force and effect. StanCERA may, at its option, require any employee/member choosing to opt-out, make an appointment and be personally counseled. Any employee/member electing to opt-out of the new tier will have any excess contributions withheld from their check refunded and any shortage of contributions deducted from their payroll check.

Tiers I, II, III, and IV shall be closed to new hires on or after March 9, 2002. The default tier for new hires shall be Tier V.

5. Tier III Provisions

The parties agree that current Tier III employees/members remain in Tier III as outlined in section 4 “New Tiers” above. Current Tier III employees/members shall also be given a 90-day opt-in period to elect to move into the new Tier V. The employee/member shall request and complete an opt-in election form from StanCERA indicating the desire to move to Tier V. This opt-in election shall be effective the start of the first full pay period after the election date. The employees/members shall have 90 days to make this election. All completed election forms must be received in the StanCERA Office by close of business on June 10, 2002, at which point no changes can be made and the original terms of the StanCERA lifetime election shall remain in full force and effect.

Tier III employees/members electing to opt-in to Tier V shall have prospective Tier V membership and benefits effective March 9, 2002 or the start of the first full pay period after the election date, if later, with a “blended” service benefit of their Tier III service and their Tier V

service from March 9, 2002 forward. Tier III employees/members who opt-in will retain their current Tier III age at entrance in StanCERA.

Once a member of Tier V, the employee/member can choose to buy back their old Tier III service, pursuant to the StanCERA buy-back rules. Because Tier III is a non-contributory plan, the employee/member has not made contributions and is responsible for the employee/member contributions that would have been paid by the employee/member, plus interest.

6. Second Election Period

In addition to the election periods as defined in Section 4 "New Tiers" and Section 5 "Tier III Provisions", employees/members shall be extended a second 90-day opt-in election period as designated by the Board of Supervisors within five (5) years, under the same conditions.

This second election period shall only apply to regular, full-time, current, active employees of Stanislaus County on the date designated by the Board of Supervisors for this second election period.

After this second election period, the original terms of the StanCERA lifetime election shall remain in full force and effect.

7. Deferred Members Who Are Rehired

The parties agree that should a deferred member return to Stanislaus County service, the following provisions shall apply:

> The deferred member shall be considered a "new hire" and be placed into the default Tier 5 effective with the first day of employment.
>
> The deferred member must complete two (2) full years (4,160 hours) of service before their past service credit converts to the new tier.

8. Former Employees Who Cashed-Out of StanCERA Who are Rehired

The parties agree that should a prior member of StanCERA who was refunded their contributions (cashed-out) returns to Stanislaus County Employment, the following provisions shall apply:

Former Tier I or Tier II members shall NOT have a 90-day opt-out period and shall be treated as a newly hired employee, with the Tier V default. A former Tier III member shall, by default, be placed into Tier V.

A former member may redeposit withdrawn contributions pursuant to StanCERA's buy-back/redeposit rules. Re-deposited contributions will remain at the original tier until the employee/member has completed two (2) full years (4,160 hours) of service in which time they shall convert to the new tier. For example, a person was previously a Tier I employee/member who terminated Stanislaus County employment and withdrew their accumulated contributions.

This person is now rehired and will become a member of Tier V pursuant to Section 4. The employee/member re-deposits their Tier I contributions and after completing two (2) full years of service, the re-deposited contributions will now be upgraded to the higher benefit level.

9. Disability Provisions

The parties understand and agree that current Tier III members do not have any disability retirement benefits, unless they were a former Tier I or 2 member who cashed-out to Tier III during the window period of 180 days, beginning on January 28, 1986 or were hired into Tier III prior to January 4, 1988.

The parties further agree that should a Tier III member opt-in to a Tier V as outlined in Section 4 "New Tiers', their opt-in date becomes their official entrance date for disability benefits. For example, an employee/member who is Tier III opts-in to Tier V on March 9, 2002. They are eligible for StanCERA disability retirement benefits for a service connected disabling event, which occurs on or after March 9, 2002, or a non-service-connected disabling event after completing five (5) years of service (March 9, 2007). They shall not be eligible for StanCERA disability retirement benefits or service credit for a service connected disabling event before March 9, 2002. If the employee/member buys back all of their past service credit, and the service-related disabling event occurred during this past service credit period, the employee/member would be eligible for StanCERA disability retirement benefits upon completion of the buy-back. If the employee/member buys back all of their past service credit, they would become eligible for StanCERA non-service disability retirement benefits once they have a total of five (5) years of service credit, including current and time bought back.

10. Election to Convert Prior Service Credit to New Tier

Any deferred member may elect to convert his/her past service credit from any tier to Tier V service by paying the full difference in the actuarial cost of the service, including both employee and employer costs. Any member electing to pay the cost of enhancing their prior service credit, who later becomes eligible to have that service credit converted to the enhanced benefit level will NOT be eligible for any refund when the service credit would otherwise become eligible for conversion to a higher benefit level.

For example, a deferred Tier I member wishes to have available the enhanced benefit level. That Tier I member may pay the difference in actuarial cost of between Tier I and the enhanced Tier IV/V benefit. If that person was later rehired, or was previously rehired but had less than the required two (2) years of service for that benefit to automatically convert, the past service credit would be at the Tier IV/V level. At no time would the member be refunded the cost difference unless they terminated StanCERA membership and withdrew all of their contributions.

This section would also apply to a member who withdrew their funds and terminated StanCERA membership and was rehired by Stanislaus County and became eligible to redeposit their withdrawn contributions.

11. Final Compensation

The parties agree that the benefits in Tier V shall be calculated based on one- year final compensation. The parties recognize and agree that in some of the individual MOUs, this is referred to as "single highest year". These two terms are interchangeable, and in all cases the definition of Final compensation as outlined in Govt. Code Section 31462.1 controls.

12. Retirement Funding

The parties understand and agree that the unfunded accrued actuarial liability (UAAL) for the enhanced retirement benefits is being funded through StanCERA reserve accounts of approximately $50 million. This includes any reserves that were previously designated for negotiations and legal contingencies. These reserves have been provided for this purpose through an agreement between the County and StanCERA.

13. Full Understanding

The parties understand that these provisions fully set forth the Agreement of the parties in matters of retirement benefits as herein specified.

14. 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 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.

15. Grievance Provision

The parties agree that all disputes regarding this Agreement shall be controlled by StanCERA and the 1937 Retirement Act, as amended. Pursuant to Government Code Section 31520, StanCERA has final authority in the interpretation of retirement matters.

16. Coordination with Current Memoranda of Understanding Between the County and the Respective Employee Unions

The parties agree that nothing in this Agreement shall abridge or diminish any rights of either party established under the respective Memoranda of Understanding between the County and the respective employee unions. Where there is a conflict between the individual MOU and this Agreement, the terms of this Agreement shall prevail.

Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
012400	Nurse Practitioner	46.71	49.05	51.50	54.08	56.78
076200	Psychiatric Nurse I	33.87	35.56	37.34	39.21	41.17
076300	Psychiatric Nurse II	35.96	37.76	39.65	41.63	43.71
076800	Public Health Nurse I	35.86	37.65	39.53	41.51	43.59
077100	Public Health Nurse II	38.19	40.10	42.11	44.22	46.43
076900	Public Health Nurse III	40.11	42.12	44.23	46.44	48.76
012500	Sr Nurse Practitioner	50.25	52.76	55.40	58.17	61.08
083900	Staff Nurse I	33.87	35.56	37.34	39.21	41.17
083800	Staff Nurse II	35.50	37.28	39.14	41.10	43.16
084100	Staff Nurse III	37.77	39.66	41.64	43.72	45.91

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