



STANISLAUS COUNTY

Contract Proposal



2018 Agreements between AFSCME and County

➤ Scope of Bargaining Units Represented

- The parties agree that the Stanislaus County Employees Association (SCEA), American Federation of State, County and Municipal Employees (AFSCME Local #10) (hereinafter referred to as Union) is formally recognized exclusive representative for wages, hours, and other terms and conditions of employment
 - Mid-Management/Supervisory Bargaining Unit (5)
 - Office Worker/Clerical Bargaining Unit (8)
 - Crafts/Maintenance/Institutional Bargaining Unit (9)
 - Technical Services Bargaining Unit (B)
 - Please refer to Attachment A for all classification represented by AFSCME effective DATE
 - The Union represents all regular, including percentage employees occupying an authorized budgeted position, who are in the above mentioned bargaining units. The Union agrees that no extra positions are represented.



Bilingual Certification Pay

- 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
- Employees will be tested for verbal and or written bilingual proficiency as determined by the County CEO
- Certified bilingual employees required to use their bilingual skills within the course of employment will be granted bilingual certification pay. \$0.85 per hour will be paid to eligible certified bilingual employees
- The Department may self-certify for hard to certify languages where no certified language tester exists. Bilingual certification pay may be removed when the employee is no longer required to use their bilingual skills within the course of employment.



Required Continuing Education

- Licensed Vocation Nurses (LVNs)
 - Licensed Vocational Nurses shall receive fifteen (15) hours of continuing education leave every year. Up to twelve (12) hours of continuing education leave may be carried over from one year to the next with a maximum accrual of twenty-four (24) hours. This paid leave shall be utilized to pursue education needed to maintain the LVN license.
- Clinical Lab Assistants
 - Clinical Lab Assistants shall receive three (3) hours of continuing education leave every year. Up to three (3) hours of continuing education leave may be carried over from one (1) year to the next with a maximum accrual of six (6) hours. This paid leave shall be utilized to pursue education needed to maintain the Clinical Lab Assistant certification.
- Medical investigators
 - Medical Investigators who are certified in phlebotomy and required by management to perform phlebotomy duties shall receive three (3) hours of continuing education leave every year. Up to three (3) hours of continuing education leave may be carried over from one (1) year to the next with a maximum accrual of six (6) hours. This paid leave shall be utilized to pursue education needed to maintain the phlebotomy certification.
- Mental Health Coordinators (MH)
 - MH Coordinators shall be eligible for paid education leave for training in the amount to exceed thirty-two (32) hours in a two (2) year period. Employees will only be eligible for paid education leave after they have first made every attempt to satisfy training requirements by taking appropriate on-site classes for CEU's



Certificate Pay

- The classification of Accountant I/II/III, Internal Auditor I/II, Auditor-Appraiser I/II/III, Senior Auditor Appraiser and Supervising Auditor-Appraiser shall be eligible to receive additional compensation of five percent (5%) for possession of a CPA certificate
- Employees in the classification of Heavy Equipment Maintenance Supervisor, Lead Equipment Mechanic, Maintenance Mechanic, Heavy Equipment Mechanic, Equipment Mechanic and Equipment Service Technician may be paid an additional 5 percent (5%) when they possess at least three (3) valid certificates of competency granted by the National Institute for Automotive Service Excellence (ASE). The classification of Storekeeper I/II assigned to Fleet Services or Public Works shall receive five percent (5%) additional compensation for receipt of three (3) valid certificates of competency granted by the National Institute for Automotive Service Excellence (ASE) effective the start of the first pay period following Board of Supervisors approval of this agreement. Employees in the classifications listed above will be eligible for an additional two and a half percent (2.5%) when they possess at least eight (8) valid certificates of competency granted by the National Institute for Automotive Service Excellence (ASE). Department managers must certify that ASE certificates are related to core job duties.



Educational Reimbursement for Medical Billers

- Tuition and books will be purchased for Medical Billers who are enrolled in a Certified Coding Specialist or Certified Professional Coder program obtained through the American Academy of Professional Coders (AAPC). The County will pay annual AAPC membership dues and annual AAPC webinar subscriptions for employees in the Medical Biller II classification who possess a valid CPC Certification



Access to Department Personnel Files

- With sufficient notice, an employee may review the contents of his or her department personnel file and be provided with a copy of any materials in that file. An employee may also respond to any adverse material contained in that file. With the employee's written consent, a designated representative of the employee may review the contents of the file and be provided with a copy of any materials in that file.
- The intent of the sufficient notice requirement is to allow departments the opportunity to review the personnel file ensuring only appropriate documents are contained therein and that any inappropriate documents are permanently removed or filed appropriately. The goal is to have files provided within three (3) days, notwithstanding any unusual circumstances.



Access to Work Sites

- Authorized paid Union representatives will be given access to work locations during working hours for the purpose of observing working hours for the purpose of observing working conditions, investigating and processing grievances and posting materials on authorized bulletin boards. The Union agrees that such access will not cause undue interference with operations of any of the departments, facilities, or activities of County government. Prior to such access, Union representatives agree to secure the authorization from the Department Head or the Department Human Resources Manager, or designee.



Bargaining Unit Lists

- The County will provide the Union monthly bargaining unit lists containing the following information for each bargaining unit employee: Name, Classification, Department, and Work location. The County will also provide: Home Address, Personal Phone Number, and Personal email address, if existing within the County's Human Resources database system (currently PeopleSoft), for bargaining unit members as allowed by law and provide assistance to ensure Union information can be mailed to non-union member. The parties agree to abide by the California Supreme Court ruling regarding home addresses and phone numbers.
- The Union agrees to take all due precautions to ensure that the information on the list will not be used for purposes other than Union representation of its bargaining unit and will be used in any manner so as to harm the confidentiality or right of privacy of members of the bargaining unit. The Union agrees to indemnify, defend and hold harmless Stanislaus County, its employees and agents against damages or claims or whatever nature arising out of SCEA, ARSCME Local #10's control and use of bargaining units lists.



Job Stewards and Negotiators Cont.

- AFSCME's President and Chief Job Steward are not included in the job steward allocation for each department/location. Outstations shared by multiple Departments may have one AFSCME job steward per outstation. DER/Parks may have one job steward per park outstation.
- AFSCME Job Stewards may assist in other County departments/outstations should the need arise due to employee choice of job steward or job steward scheduling or work conflicts. AFSCME will notify the affected Department's Human Resources Manager and CEO-HR when this occurs.
- Only one (1) Job Steward will be provided release time per workplace issue or concern unless agreement is reached with CEO-HR.
- Should the number of employees at the Community Services Agency reduce significantly the parties agree to meet and confer over the total number of designated job stewards
- The Union will provide a list of designated job stewards to the Human Resources Director of designee within thirty (30) days of the date of signing this agreement and shall thereafter advise in writing of any changes with thirty (30) days of the effective date of such changes.



Job Stewards and Negotiators Cont.

- The parties agree that well-trained job stewards are essential to resolving workplace issues and help to foster cooperative labor-management relations. Therefore, the parties further agree to the following:
 - Job Stewards shall be allowed two (2) hours of County-paid release time monthly to attend job steward training.
 - Job Stewards shall also be allowed County-paid release time to attend one annual four (4) hour training which may be sponsored by the Union or its affiliates.
 - 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.
 - The Chief Executive Officer may send no more than two (2) management personnel to attend each monthly training session. To the extent practicable, the County will give prior notice to the Union of who it intends to send.
- The above training shall focus on job steward issues and not internal Union business.



Job Stewards and Negotiators Cont.

➤ The Union President

- The County employee who serves as the Union President shall be given reasonable time off with pay to consult with management representatives to promote greater communication between the parties, or to be at hearings or meetings on behalf of any AFSCME employee. This time may be in addition to time spent during the meet and confer process. Use of this time shall not be for internal Union organizing purposes not shall this time interfere with County operations.



New Employee Orientation

- When new employee orientations are conducted by the Chief Executive Office, the Union shall be notified of the sessions no less than ten (10) business days in advance. The County shall provide release time for one (1) job steward, including travel time to participate in the County's New Employee Orientation. Should AFSCME choose to send a Non-County employee AFSCME representative, the Union will notify the Chief Executive Office in advance of the individual attending. The County will provide the Union a separate space to present to AFSCME Local 10 members not to exceed thirty (30) minutes
- Monthly, the County will provide to AFSCME electronic notification to include: employee's name, classification, and department. The County will also include home address, personal phone number and personal electronic mail address, if existing with the County's Human Resources database system (currently PeopleSoft) for bargaining unit members as required by law.
- The County and/or its department will make their best efforts to give new employees Union information packets, supplied by the Union



Union Information

- Four (4) times each fiscal year, the Union shall be allowed to distribute information through the County payroll distribution system, The material will be presented in advance to the Human Resources Director or designee for informational purposes



Use of Electronic Equipment

- The Union may distribute information countywide or department wide through the County email/facsimile system to Union members only (as opposed to All GroupWise users). Such material, which must be informational in nature, will be presented in advance to the Human resources Director, Department Head, or designees as appropriate. Employees may choose to be deleted from any Union information list.
- When feasible and where electronic equipment is currently available, employees, Union staff, stewards and/or officers may utilize electronic mail and/or facsimile equipment for contract enforcement and interpretation, and grievance processing matters. Transmissions will be primarily to expedite communication regarding such matters. Such use shall be reasonable and shall not interfere with employee's duties or otherwise negatively impact County operations. While recognizing the provisions of MOU Section 11, Subsection K "Job Stewards and Negotiators", employees utilizing email/FAX for these purpose and encouraged to do so during rest periods and lunch breaks.
- The Union will pay setup or installation costs associated with the use of the County's email system and long distance FAX charges. Such costs shall be calculated as if the Union were a County user department. Long distance charges that may be incurred must be approved by management prior to transmission. Any such charges are due thirty (30) days after the County submits the charges to the Union



Use of Electronic Equipment Cont.

- The parties acknowledge that email/FAX is not privileged or confidential and may be subject to review by management at any time. In addition, materials sent through the County's email or FAX system may be discoverable under the Public Records Act. 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. Misuse of the email/FAX systems by County employees is grounds for discipline up to and including termination.
- Violations of the provisions of this section may result in the elimination of email/FAX privileges for specific employees and/or the Union this agreement may be cancelled by either party with sixty (60) days written notice to the other party.



Reclassification Study

- The parties agree to meet and confer regarding the classifications of Family Services Specialist IV and Nursing Assistant (working title: Medical Assistant at the request of AFSCME during the term of the agreement. The goal of the study is to ensure employees are appropriately classified.
- The meet and confer shall begin no later than August 2018 and continue on not less than a monthly basis.



Insurance Benefits

➤ Health Insurance Agreement

- 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 current health insurance agreement is included in the MOU as Attachment B.

➤ Employee Benefits Committee

- As employee Benefits Committee consisting of one employee and/or the designated labor representative per bargaining unit will meet in February, May, and September to evaluate the financial performance of the self-insured medical plans and recommended rate adjustment. The County maintains all plan fiduciary responsibilities, including setting annual rate adjustments based on actuarial review and analysis.

➤ Domestic Partner Coverage

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

➤ Insurance Updates

- The County will provide to the Union copies of any health insurance updates sent to employees



Leave of Absence

➤ Administration

- The parties agree that the County's leave of absence policy as defined in Stanislaus County Code Section 3.44.101 (TBA based on Tab 11 meet and confer) et seq., will remain unchanged during the life of this agreement and that leaves of absence without pay must be approved for probationary employees. Further, as a condition of a leave of absence without pay to continue, the County may require the employee on leave to provide periodic status reports demonstration that the conditions still remain upon which the leave of absence was initially requested and approved
- In addition, the parties agree that time paid during the probationary period will be counted toward permanent status even if the person has an intervening leave of absence during he probationary period.
- The parties further agree to the County's policy that an unprotected leave of absence without pay, or other time off without pay exceeding fifteen (15) calendar days, shall cause the employee's date of eligibility to increased vacation accrual rates to be postponed, Employees who are on a protected unpaid leave of absence qualifying for leave under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), or other benefit protected leave as defined by State or Federal law shall not have his/her anniversary date postponed.



On-Call Pay/Holiday Call-Back

➤ Weekly Flat Rate Compensation

- The parties agree that on-call compensation rates for those employees formally assigned by the department to remain available to return to work shall be at a rate of three hundred and one dollars (\$301) per week, or forty-three dollars (\$43) daily. Unless the amount is otherwise specified in the Memorandum of Understanding, any classification formally assigned by the Department Head to perform on-call work shall be eligible for the amount of compensation as provided in this subsection or as provided for elsewhere.



On-Call/Call-Back

➤ Employees Required to Report to Work Location

- Employees required by their Department Head or designee to physically return to work from an off duty status shall be paid for the actual time worked with a minimum of two (2) hours pay at a rate of time-and-one-half. The call-back pay starts at the time the employee leaves their residence and stops at the conclusion of the work performed.
- If an employee is performing call-back work and while performing this work receives another call, this call will not be a second call-back, but rather a continuation of the on-duty work status. Additionally, if an employee completes their work prior to the two (2) hour minimum and later receives another call during the same two (2) hour minimum, this call will not be a second call back.
- If an employee is called in within two (2) hours of the start of their regular scheduled work shift, the employee will receive two (2) hours of call-back pay, however, employees will not be paid twice for the same hours. For example, if an employee is called in at 7:00 a.m. and the start of their regular scheduled work shift is at 8:00 a.m., they will receive one (1) hour of call-back pay from 7:00a.m. To 8:00 a.m. For the overlapping hour, from 8:00 a.m. to 9:00 a.m., the employee will receive one (1) hour of regular pay plus one (1) hour of half time call-back pay.



On-Call/Call-Back Cont.

➤ Employees Not Required to Report to a Work Location

- Employees who are required to handle telephone calls and related work from home shall be paid for the actual minutes worked at a rate of time-and-one-half. Time worked will be rounded to the nearest quarter hour in which they are on the phone or handling work that is related to a phone call. Time spent on non-work related activities (preparing to return to work, showering etc.) shall not be compensated.
- Minute Breakdown:
 - Actual time worked between 1-22 minutes=shall be paid 15 minutes call-back
 - Actual time worked between 23-37 minutes=shall be paid 30 minutes call-back
 - Actual time worked between 38-52 minutes=shall be paid 45 minutes call-back
 - Actual time worked between 53-67 minutes=shall be paid 60 minutes call-back



Special Accrued Leave Time (SALT)

➤ SALT

- Employees who currently have Special Accrued Leave Time (SALT) on the books received from July 1, 2012 through June 30, 2014 will not expire. SALT does not have a vested cash value and may not be cashed out during employment or at the time of separation of employment. **Department Heads may substitute the use of vacation with SALT as necessary, unless an employee is at four-hundred (400) hours or more of vacation accrual.**



Assignment Pay

- SRC, CERT, & Business Locked Family
 - The following classifications shall receive an additional five (5%) percent inpatient compensation on an hour for hour basis when assigned to the Stanislaus Recovery Center (SRC), Community Emergency Response Team (CERT), and the Business Office in a locked Facility:
 - Family Service Specialist
 - Staff Services Technician
 - Administrative Clerk I/II/III



Assignment Pay

➤ Added Family Services Specialist

- An employee in the classification of Family Services Specialist, Administrative Clerk I/II/III Legal Clerk I/II/III/IV, Supervising Legal Clerk, Account Clerk II/III, Administrative Secretary, Supervising Account Admin Clerk I/II, Stock/Delivery Clerk I/II, Storekeeper I/II, Assistant Cook I/II, Custodial Cook or Supervising Custodial Cook who is assigned to perform work in the Adult or Juvenile Detention Facilities shall be paid, in addition to regular salary, a custodial facility assignment pay of 10 percent (10%). The custodial facility assignment pay shall be prorated on a minimum eight (8) hour shift basis



Assignment Pay

➤ Defining Locked Facility

- A Sheriff's Department's locked housing facility is defined as working inside a secured inmate area (inmate medical, inmate housing, inmate programming area, Programing Account Clerk, booking and intake) at the Public Safety Center West (PSC West), Public Safety Center East (PSC East), Minimum Housing or the Re-entry and Enhanced Alternative to Custody Training (REACT). The REACT Office Administration staff is not considered a locked housing facility.



Assignment Pay

➤ Parks

- The Director of Parks will designate a number of specialized assignments to receive Project Pay of up to five percent (5%). These assignments currently include:
 - Certification from the State Water Resources Control Board of California as:
 - Waste Water Treatment Plant Operator Grade I or higher
 - Water Treatment Plant Operator Grade I or higher
 - Water Distribution Operation Grade I or higher
 - *Certification in:*
 - Back-flow Prevention Device Tester
 - Playground Equipment Safety Inspector
 - Pool Operator
 - Arborist



Assignment Pay

➤ Medical Investigator

- Employees in the classification of Medical Investigator when assigned to the Adult or Juvenile Detention Facilities shall be eligible to receive an addition five percent (5%) criminal custodial facilities assignment pay. This pay shall be prorated on an hourly basis for each full hour of work performed in one of these locked criminal facilities.



Supervisory Salary Differential

➤ Supervisory Salary Differential

- The County agrees to continue its past practice of maintaining at least ten percent (10%) base salary differential between supervisory classifications assigned to the Mid-Management/Supervisory bargaining unit and the classification of the highest paid subordinate. When determining the minimum ten percent (10%) spread it shall be based upon a comparison of salaries paid at step 5 between the two classifications in question:
- The ten percent (10%) minimum salary differential between a supervisory and subordinate classification may not be maintained when a Non-Local #10 represented classification receives a salary adjustment which decreases the ten percent (10%) minimum differential, and the supervisory classification will receive an already approved increase later which would re-establish the minimum ten percent (10%) differential.



Shift Differential

➤ Shift Differential

- Unless otherwise specified, all employees who are assigned to regularly scheduled shifts during the time periods are specified herein shall be eligible to receive shift differential
 - Represented employees assigned to work shifts where fifty percent (50%) or more of the scheduled hours fall between 3:00 p.m. and 11:00 p.m. shall receive an additional compensation of five percent (5%) for the entire work shift.
 - Represented employees assigned to work shifts where shifts were fifty percent (50%) or more the scheduled hours fall between 11:00 p.m. and 7:00 a.m. shall receive an additional compensation of seven-and-one-half percent (7.5%) for the entire work shift
 - Eligibility for shift differential is based on the total scheduled hours during the shift, regardless of lunch or break periods, where fifty percent (50%) or more of the scheduled hours fall within the shift differential time periods in 1 and 2 above.



Shift Differential Cont.

➤ Shift Differential

- The middle of the scheduled shift, regardless of lunch or break periods, determines which shift differential time period the shift may be eligible for. To determine the middle of the shift, take the total scheduled hours and divide by two. Then add the number to the start time of the shift. This time (middle of the shift) determines which shift differential time period would be paid if eligible.
- Employees assigned to work a double shift at the Sheriff's Department shall be eligible for shift differential as defined above for each separate shift. Work shifts will not be combined to determine the middle of the shift



Anniversary Date

➤ Anniversary Date

- Any unprotected leave of absence without pay, or other unprotected time off without pay exceeding fifteen (15) calendar days, shall cause the employee's date of eligibility for increased vacation accruals to be postponed by the equivalent number of days to the nearest number of days for which the leave of absence was granted. Employees who are on a protected, unpaid leave of absence qualifying for leave under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), or Pregnancy Disability Leave (PDL) shall not have his/her anniversary date postponed. Vacation accrual while on an unpaid leave of absence will be extended on a day-for day basis for all unprotected, unpaid time exceeding fifteen (15) calendar days. For example, if an employee was in an unpaid status for sixteen (16) days, his/her date for increased vacation accruals would be extended by one day



Classification Study-Medical Biller Pay

- Medical Biller Pay



Bereavement Leave

➤ Bereavement Leave

- Stanislaus County Code Section 3.40.010 covers bereavement leave, which generally states, in the event of a death in the employee's immediate family, bereavement leave, not to exceed forty (40) working hours may be granted to the employee without charge to sick leave, The number of hours granted will be approved by the Department Head or designee based upon the circumstances of the individual occurrence.
- Immediate family normally mean: parent, spouse, registered domestic partner, children, siblings, grandparents, grandchildren, current step-relationships and in-law relationships; however, for reasons held to be sufficient by the employee's Department Head and approved by the Chief Executive Officer, this definition may be expanded to include other persons with whom the employee had enjoyed a parent or family-like relationship.



Holidays

➤ Dates observed:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King Day
- Third Monday in February, Washington's Birthday
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- November, Thanksgiving
- Day after Thanksgiving
- December 24, Christmas Eve (See Christmas Eve below)
- December 25, Christmas Day
- Every Monday following a Sunday which falls on January 1, July 4, November 11 or December 25.
- Every Friday preceding a Saturday which fall on January 1, July 4, November 11
 - Christmas Eve is only considered a holiday (eight hours) when Christmas Eve falls during an employee's regular work schedule. Employees who work Monday through Friday, will not be provided eight (8) hours when Christmas Eve falls Monday through Friday. Employees required to work full shifts as part of a regular work schedule when Christmas Eve falls on Saturday or Sunday shall be provided eight (8) hours