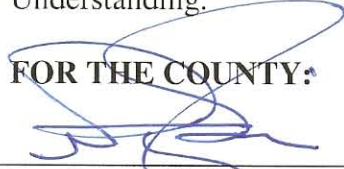


**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF
STANISLAUS
AND THE DEPUTY PROBATION OFFICERS' BARGAINING UNIT**


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

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 SCDPOA, having met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.


FOR THE COUNTY:




Ray Simon, Chair
Board of Supervisors




Richard W. Robinson
Chief Executive Officer



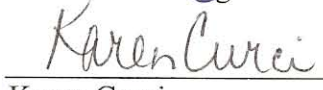
Jody Hayes
Deputy Executive Officer



Nancy Bronstein
Management Consultant

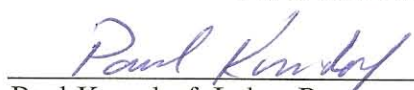


Jill Silva
Probation Manager

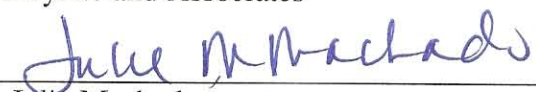


Karen Curci
Human Resource Manager

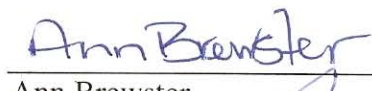
FOR THE UNION:



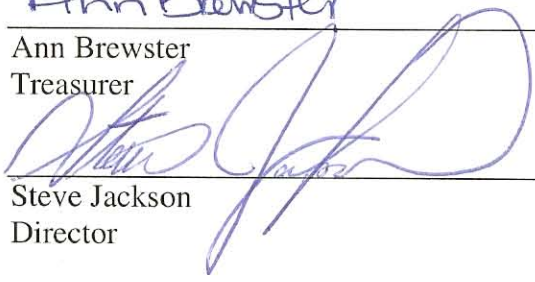
Paul Kinsdorf, Labor Representative
Goyette and Associates



Julie Machado
President



Ann Brewster
Treasurer



Steve Jackson
Director

Date Signed: February 15, 2007

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- C. Discipline of Permanent Classified Employees
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1. SCOPE OF THE BARGAINING UNIT

This agreement covers the wages, hours, and other terms and conditions of employment of those classified employees in the classifications of Deputy Probation Officer I, II, III, and Supervising Probation Officer.

2. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect for a 48 month period commencing on August 1, 2006, and ending on July 31, 2010, and applies to all bargaining unit members. It covers all matters of interest between the Stanislaus County Deputy Probation Officers Association (SCDPOA), representing the Deputy Probation Officers' Bargaining Unit, and the County of Stanislaus (the County). This agreement incorporates all items in previous agreements between the parties, unless specifically amended by this agreement. Unless otherwise agreed to by the parties all changes are effective upon ratification of the union and approval by the Board of Supervisors.

3. NO STRIKE

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

4. NON-DISCRIMINATION/FAIR REPRESENTATION

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

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

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

The County and SCDPOA acknowledge and agree that the ADA may require modification of County policy or MOU provisions in order to provide reasonable accommodation to individuals protected under the Act on a case by case basis. The County and the Union agree to meet and confer if the accommodation will require some modification of the MOU or County policy, which affects term or condition of employment or is otherwise a mandatory subject of bargaining. Said

meet and confer will be on a case by case basis and no single accommodation shall establish a past practice.

6. SAFETY

A. Safety Program Support

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

B. Safety Equipment

The parties understand that field deputies who are assigned to carry pepper spray will continue as is. Pepper spray will be available for other qualified deputies to check out via a department supervisor when going into the field for field contacts.

7. COUNTY RIGHTS

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

8. COMPENSATION

A. Salary Increase

All members of the bargaining unit as indicated below shall receive the following salary increases effective as follows:

The first full pay period beginning on or after September 2, 2006	2.0%
The first full pay period beginning on or after August 1, 2007	2.0%
The first full pay period beginning on or after August 1, 2008	2.0%

B. Salary Administration

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

The parties further agree to the County's policy that a leave of absence without pay, or other time off without pay exceeding 15 calendar days, shall cause the employee's anniversary date to be postponed.

C. Assignment Pay

The County shall provide 2.5% assignment pay for Range Master and 1.5% assignment pay for Assistant Range Master designation. The department will determine the methods for appointing and administering range master assignments.

D. Out of Class Assignment

When Department management directs a DPO III to fill in for a Supervisor for 12 consecutive working days or more, the DPO III will be paid out-of-class the first day of the assignment. Such assignments shall be made in accordance with county policy in out-of-class pay.

E. On-Call Pay

1. On-call pay shall be compensated for members of this bargaining unit at a rate of \$200.00 for each seven-day period of on-call assignment. Effective September 2, 2006 on-call pay will be increased to \$250.00 for each seven-day period of on-call assignment. This amount will be pro-rated if the on-call period is less than seven (7) days.
2. Members of the bargaining unit on-call on designated County holidays shall receive vacation credit for the holiday in addition to on-call pay for the full week of their on-call assignment.

F. Call-Back Minimum

The parties agree that the three-hour minimum call-back shall apply to all employees of the bargaining unit in any official call-back situation.

G. Salary on Promotion

The County shall continue to guarantee a 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 employee is promoted is six (6) cents or less per hour under the minimum 5% increase.

H. Designation of Bilingual Positions

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

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

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

I. Shift Differential

The parties recognize that the standard working hours of the Probation Department are within Monday through Friday between 7:00 a.m. and 6:00 p.m. A 5% differential will be paid for all mandated work hours where the majority of the work is performed between 3:00 p.m. and 11:00 p.m., or all mandated hours on Saturday or Sunday. Effective September 2, 2006 a 7% differential will be paid for all mandated work hours between 11:00 p.m. and 7:00 a.m. Only those hours worked during the qualified shift differential time shall qualify for differential pay.

Mandated work can only be directed by a Probation Department supervisor or required by the written job assignment. Differential is paid on a day-by-day basis. Individuals working on-call who are called in on a Saturday or Sunday, are not eligible for the differential.

Example—An employee required to work 11:00 a.m. to 8:00 p.m. would not receive the 5% differential, however an employee required to work 12:00 p.m. to

9:00 p.m. would receive the 5% differential. An employee required to work anytime on a Saturday or Sunday would receive the 5% differential.

J. Salary Continuation

Any Deputy or Supervising Probation Officer injured by a violent act, or while engaged in a physical activity under high stress circumstances, within the course and scope of his or her employment, who, as a result of the injury, is unable to perform any full time duties within the department, will continue to receive full compensation and benefits until he or she is able to return to full time duty within the department, for a period not to exceed one year, unless the employee is separated from employment prior to that time. The cost for this provision will be offset by any payments from the Workers' Compensation System. Determination of whether an injury falls within the scope of this provision will be made by the Chief Probation Officer. His or her determination will be final and nongrievable.

K. Additional Compensation for STC Qualification

Effective the first pay period after February 1, 2000, each member of the bargaining unit who has achieved and/or maintains STC certification qualified to serve as a Deputy Probation Officer pursuant to applicable STC training requirements will receive an additional 3% increase.

L. College Degree Requirement

Each member of the bargaining unit initially appointed by the Chief Probation Officer to a Deputy Probation Officer position shall be required to have received a four-year college degree by the expiration of his or her probationary period of employment, as defined in the Probation Department Policy Manual.

9. SAFETY RETIREMENT

A. General

Each member of the bargaining unit shall become a Safety member of the Retirement System upon initial appointment by the Chief Probation Officer to a Deputy or Supervising Probation Officer position.

B. 3% at 50

Members of the bargaining unit shall receive upon retirement three percent (3%) of base salary at age fifty (50), including the single highest year, to be implemented the first pay period beginning on or after March 1, 2002, but no later than July 1, 2002.

C. Employee retirement contribution rates are established by the Stanislaus County Employee Retirement Association (STANCERA). The County agrees to pay portions of the employee retirement contribution rates for all employees during the term of this agreement as follows:

Effective September 2, 2006, the County shall pay one and one half percent (1.5%) of the employee's retirement contribution rate (Basic and COLA) to STANCERA.

Effective the first full pay period following August 1, 2008, the County shall pay an additional three percent (3.0%) of the employee's retirement contribution rate (Basic and COLA) to STANCERA for a total of four and half percent (4.5%) of the employee's retirement eligible earnings.

Effective the first full pay period following August 1, 2009, the County shall pay an additional four percent (4.0%) of the employee's retirement contribution rate (Basic and COLA) to STANCERA for a total of eight and one half percent (8.5%) of the employee's retirement eligible earnings.

- D. County contributions towards an employee's retirement contribution rate shall not exceed the actual employee retirement contribution rate being charged by STANCERA at any time. If an employee's retirement contribution rate falls below the amounts provided in Section C the County contribution amount will be lowered to equal the actual employee retirement contribution rate being charged by STANCERA.
- E. Employees in retirement Tier 4 (formerly Tier 1), shall maintain the retirement benefit known as "30-year pay." Tier 4 employees are eligible for this benefit as determined by STANCERA when an employee has reached thirty (30) years of service and is no longer required to make contributions to the retirement system.
- F. All payments made by the County to STANCERA on behalf of the employee's retirement contribution rate shall be vested in the employee.

10. INTERNAL REVENUE CODE SECTION 414(h2)

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

11. BI-WEEKLY PAYROLL

A bi-weekly payroll system will remain in effect during the term of this agreement.

12. GROUP INSURANCE BENEFITS

A. Group Plans Available

The parties agree that health, dental and vision plans are made available to County employees and, where applicable, their dependents through a cafeteria plan. The parties acknowledge these plans are, except the self-insured dental and vision plans, independent group health plans which may adjust their respective premiums or benefits as deemed necessary by the plan provider. Unless

otherwise agreed to by the parties, the County's contribution is fixed and any increase in premiums is the responsibility of the employee.

The parties further agree that the County will only accept employees who wish to change from SCDPOA insurance during open enrollment. The conditions of acceptance are determined by the insurance option selected.

B. Health Insurance

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

C. Group Dental and Vision

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

D. Life Insurance

Employees enrolled in one of the health insurance plans are eligible for a \$10,000 term life insurance policy. This benefit is available for the employee only. Additional life insurance may be purchased at employee expense through the cafeteria plan.

E. IRS Code Section 125

Effective March 1991, the County implemented the mandatory premium conversion plan under Section 125 of the Internal Revenue Code, limited to employee health insurance premium contributions.

F. Participation in Dependent Care and Medical Expense Reimbursement Program

The parties agree that effective with the Fall 1991 open enrollment all interested members of the bargaining unit shall be eligible to participate in the Dependent Care Assistance Plan and the Medical Expense Reimbursement Program at a monthly cost to the employee.

13. HOLIDAY/VACATION TIME PROVISIONS

A. Designated Holidays

All employees shall be entitled to the following observed holidays, which shall be credited or charged as vacation time at the rate of eight hours per observed holiday or at a rate that is proportionately equal as prescribed in Section 3.32.010 of the County Code:

- January 1, New Year's Day
- The third Monday in January, Martin Luther King Day
- The third Monday in February, President's Day
- The last Monday in May, Memorial Day
- July 4th, Independence Day
- The first Monday in September, Labor Day
- November 11, Veterans' Day
- November __ (the Thursday designated as Thanksgiving Day)
- The day after Thanksgiving Day
- December 24, Christmas Eve, 4 hours when Christmas Eve falls on any day of the week except Saturday or Sunday.
- December 25, Christmas Day

If January 1, New Years Day; July 4th, Independence Day; November 11th, Veterans' Day; or December 25th, Christmas Day, fall on a Sunday, the Monday following shall be observed as the holiday. Employees who are required to work on an observed holiday shall be entitled to equivalent vacation time off. If an observed holiday listed above falls on a Saturday or on a regularly scheduled day off, employees shall be entitled to equivalent vacation time.

B. Christmas Eve

The designated four-hour holiday on Christmas Eve shall apply to employees working on a regular night shift assignment of 11:00 p.m. to 7:00 a.m. by the granting of time off or, at the option of the County, by the crediting of four hours of vacation time to the records of affected night shift employees.

C. County Holiday Policy

The parties agree that only the immediate days of mourning or holiday declared by the President and Governor will be considered County holidays in addition to the specific list of holidays already present in the County Code.

D. Combining Optional Holiday Time with Vacation

The parties recognize that on December 31, 1983, any optional holiday time was combined with vacation benefits. The rate of accrual of vacation hours was increased on January 1, 1984 by 16 hours of 'special' vacation time each calendar year in lieu of optional holiday time. See sub-division F of this section for vacation accrual rates.

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

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

E. Vacation Accrual Maximum

The parties agree that employees who have reached the 450 hour vacation accumulation maximum shall not accrue any additional vacation time. Accrual of vacation time shall again commence in the pay period that the employee's vacation time has fallen below the 450 hour maximum. It is the policy of the County that employees take at least their normal vacation each year; provided, however, that for reasons deemed sufficient by their department head, an employee may, with the consent of the department head, take less than the normal vacation time with a correspondingly longer vacation the following year.

Employees who are nearing the vacation accumulation maximum of 450 hours (at 370 hours or higher) will receive notification from the department. Employees are encouraged to request vacation upon receiving this notice pursuant to department procedures.

Failure by the employee to make a good faith effort to request vacation in accordance with departmental procedures will result in vacation accrual stoppage at 450 hours.

If the employee does make a good faith effort to request vacation time and the request is denied by the department or if an approved vacation is canceled, the employee will receive up to 80 hours of vacation cash-out. It is understood employees may have to request vacation time outside of high use times, i.e., holiday seasons and summer months.

F. Vacation Accrual Rate

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

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

4.42 hours per pay period (fifteen days a year) for 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, employees shall earn 16 hours of 'special' vacation time each calendar year in lieu of optional holiday time. 'Special' vacation shall be earned in addition to the regular vacation and shall be earned by prorating said amount over twenty-six pay periods.

G. Limited Cash Conversion

The parties agree that employees with 100 or more hours of accrued vacation on the records may request conversion into cash payments of up to 40 hours of accrued vacation not more frequently than once in a fiscal year, or employees with 200 or more hours of accrued vacation on the records may request conversion into cash payments of up to 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 and the Auditor-Controller.

14. LEAVES OF ABSENCE

- A. The parties agree that the County's leave of absence policy will remain unchanged during the life of this agreement and that leaves of absence without pay may be approved for probationary employees. Further, as a condition for a leave of absence without pay to continue, the County may require the employee on leave to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved.
- B. In addition, the parties agree that time worked during the probationary period will be counted toward permanent status even if the person has an intervening leave of absence during the probationary period.
- C. The parties further agree that the County's leave of absence policy will change to reflect the fact that the granting of any leave of absence without pay or other time off without pay exceeding 15 calendar days shall cause the employee's date of eligibility for increased vacation accrual rates to be postponed by the equivalent number of months to the nearest number of months for which the leave of absence is granted based on the number of calendar days in such month.

15. AUTOMATIC RESIGNATION

The parties agree that an employee who is absent without authorization and without contacting his or her supervisor for three 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.

16. BINDING ARBITRATION

The parties agree to a binding arbitration provision (attachment B). SCDPOA acknowledges that binding arbitration does not apply to the Equal Employment Opportunity Grievance Procedure.

17. MAXIMUM SUSPENSION

The parties agree that the maximum time period during which an employee may be suspended for cause pursuant to County discipline policies shall increase effective July 3, 1990, from 45 days to 90 days. Notwithstanding the 90-day maximum, both parties recognize that the Disciplinary Appeals Board could impose a longer suspension in lieu of termination.

18. NINE/EIGHTY WORK SCHEDULE

The parties agree to continue, on a voluntary basis, a nine/eighty work schedule for members of the bargaining unit.

The parties agree that Alternative and Flexible work Schedules, outside the parameters of the core schedule, are available promising there is adequate coverage for services and with department approval. Alternative Work Schedules are defined as 9/80 or 4/10 schedules. Flexible work Schedules are defined as 40-hours of work within a 7-day workweek. The standard schedule is defined as 7:00am to 6:00pm, Monday through Friday.

19. NO CHARGES ON PROBATIONARY TERMINATIONS

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

20. PAYROLL DEDUCTIONS

A. California Probation, Parole and Correctional Association Dues

The County agrees that consistent with the requirements of the Auditor-Controller, employees in this bargaining unit shall be eligible to participate in a voluntary payroll deduction for California Probation, Parole and Correctional Association dues. The County shall inform SCDPOA of the Auditor-Controller's requirements to initiate the dues deduction.

B. Credit Union Deduction-Operating Engineers

The parties agree that the County will maintain a voluntary payroll deduction for the Operating Engineers' Credit Union.

C. Fair Share Fee Payment

1. The County will provide a payroll deduction for the Stanislaus County Deputy Probation Officers Association, pursuant to the following:

All full-time employees (permanent and probationary) shall as a condition of employment, pay a representation service fee which is the employee's proportionate share of the Stanislaus County Deputy Probation Officers Association and their designated representatives cost of negotiations, meeting and conferring, administering the MOU, and disciplinary representation. Such representation service fee shall in no event exceed the total, regular, periodic membership dues paid by bargaining unit employees.

Within 30 days of employment the department will be responsible for ensuring that new employees have made the union/fair share decision within 30 days and that it is processed through payroll.

2. This representative service fee arrangement provided by this section may be rescinded by majority vote determined in a secret ballot election in which all regular bargaining unit employees are eligible to vote as provided by the Meyers Miliias Brown Act.
3. Employees opposed to having a portion of their fees being spent on activities or causes of a partisan political or ideological nature may exercise relief under the Beck decision.
4. Any employee who objects to joining or financially supporting employee organizations shall not be required to financially support the Union. Such employee, in lieu of a representation service fee, shall instruct the County in writing, with a copy to the Union, to deduct and pay a sum equal to the representation service fee to the United Way of Stanislaus County.
5. When an authorized agent of the County is served with written notice by a concerned unit employee or employees, or by the Union that a dispute exists between such unit employee or employees and the Union involving claimed violation of employee rights with respect to (1) representation service fee expenditures or obligations by the Union, or (2) employee exemption pursuant to paragraph 4, the County shall thereafter deposit such disputed dues or fees in an interest bearing escrow or comparable account pending final resolution of the dispute, and shall so advise in writing the employee or employees and the Union. The County shall not be obligated to take any other or further action pending final resolution of the dispute. Final resolution as used in this subdivision shall mean resolution of the dispute by way of legally binding arbitration between the employee(s) and the Union. The sole obligation of the County with respect to such disputes is as set forth in this paragraph. The County shall not be made a party to the arbitration.
6. The Union agrees to indemnify and defend the County and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County under this section.

21. REDUCTION-IN-FORCE

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

22. PERSONAL PROPERTY DAMAGE PROCEDURE

The parties agree that the County policy providing for reimbursement to personal property such as clothing damaged or destroyed in the line of duty and without employee negligence will continue with the specific understanding that normal wear and tear is not covered as

reimbursable and that any and all disputes arising out of this process will be referred for resolution to a County department head mutually agreed upon. If the parties cannot agree on a particular department head, one will be selected by an alternate striking method. Normal wear and tear refers to the wearing out of articles of personal property or clothing that results over time and through no sudden or unusual occurrence such as line of duty accident. This covers the fact that many articles of clothing wear out with age and would be replaced in the normal course of our personal lives.

23. SICK LEAVE

A. Cashout Provisions

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

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

Employees in a "regular" employment status for six 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. Employees 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 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 600 hours. For example if an employee retires from County service, he or she would be cashed out for 50% of 600 hours or 300 hours. Time in excess of the 600 hours may continue to accrue and be used in the case of illness.

In addition, any current employee who has accrued time in excess of 600 hours may, upon retirement, consistent with current MOU provisions, cash out the amount of time accrued as of the pay period ending January 6, 1995. The total sick leave accrual on this date shall become the employee's individual maximum or cap for sick leave cashout purposes while the employee remains in the continuous employment of the County. For example, if the employee has 1000 hours on the date the cashout maximum takes effect, he or she would be cashed out for 50% of 1000 hours or 500 hours upon retirement. Any time accrued and in excess of this time will not be subject to cashout.

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

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

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

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

24. MILEAGE REIMBURSEMENT

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

25. SEVERABILITY

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

26. FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

- C. It is the intent of the parties that Ordinances, Board Resolutions, rules and regulations enacted pursuant to this Agreement be administered by mutual agreement of the parties.
- D. Nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this agreement.

26. FUTURE MEET AND CONFER TOPICS

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

- A. PBGH Health Plan Changes
- B. Retiree Health Trust Fund
- C. Pay Incentive Program
- D. Examine Medical Separations Pursuant to Government Code 19253.5(a)
- E. Amend Stanislaus County Personnel Policies that are subject to Meet and Confer
- F. Reinstatement for demotion under Reduction In Force policy
- G. Random Drug Testing

The County agrees that any changes made as a result of meet and confer pursuant to this section shall not result in a loss of salary, compensation or cafeterias contributions currently provided to Association members, except item e 3) 3.08.280e.

ATTACHMENT A REDUCTION-IN-FORCE

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

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

ORDER OF SEPARATION

Employees in the same class shall be separated considering seniority and type of appointment with the least senior employee in any category of appointment being the first separated and with tied seniority scores broken as provided herein. The sequence of appointment types shall be:

1. Provisional
2. Extra-Help
3. Trainee
4. Regular Full-Time and Regular Part-Time

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

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

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

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

DEMOTION IN LIEU OF LAYOFF: In lieu of being laid off, an employee may elect to voluntarily demote within the same department to a lower paid classification in the same series or to a classification previously held in the County. Less senior employees who may be displaced as a result of demotion actions shall in turn be subject to the provisions of this section. In order to exercise these options, the employee affected must so advise the Chief Executive Office in writing no later than seven working days after receiving notice of layoff.

TRANSFER IN LIEU OF LAYOFF: In lieu of being laid off, an employee may request to voluntarily transfer or demote to a vacant position in another department in the same or comparable classification or to a classification previously held. Such requests require approval by the gaining Department Head.

RE-EMPLOYMENT: For a period of one-year from the effective date of lay off no regular position in the affected classification in the department involved shall be filled without first providing employees possessing rights to re-employment with an opportunity to be rehired. Re-employment lists shall be in inverse order of lay-off with the most senior employee from among those laid off rehired first. Such re-employment would be at the same salary step or the salary range assigned such classification and with the same seniority as the employee had earned at the time of lay-off. Benefits paid out at the time of separation such as vacation or such leave may be bought back at employee expense. Written notice of the re-employment opportunity shall be sent by certified mail to the last known address of the former employee by the Chief Executive Office. The former employee shall have 14 calendar days to respond to the notice.

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

SPECIAL CIRCUMSTANCES: Employees assigned to a position on the basis of bona fide occupational qualifications may be exempted from the

reduction-in-force list for their classification where those skills are necessary to continue the level of service rendered by the program.

APPEALS: Persons subject to layoff or demotion under these provisions may appeal to the Chief Executive Officer any allegations of error, fraud, irregularity or bias in application of the reduction-in-force procedures. The affected person may, within seven days after receipt of the decision by the Chief Executive Officer, appeal that decision. An appeal shall be filed with the Chief Executive Officer. The Chief Executive Officer shall forthwith transmit the appeal request to the hearing board established pursuant to Section 3.28.060 of the Stanislaus County Code. The hearing board shall within a reasonable time from the filing of the appeal, commence the hearing thereof and shall notify the interested parties of the time and place of hearing at least five days in advance hereof.

At the hearing, both the appellant and the County shall have the right to be heard publicly, to be represented by Counsel and to present evidentiary facts. The parties may agree to a hearing closed to the public and the hearing board may at any time exclude any person who may be a witness in the appeal under consideration. The hearing shall be informal and the hearing board shall not be bound by any rules of evidence governing trial procedure and state courts. The hearing board shall render a written decision, copy of which shall be transmitted to the Chief Executive Officer. The Chief Executive Officer shall serve a copy of the decision upon the appellant. The decision of the hearing board shall be final.

Relevant provisions in Chapter 3.28.060 and 3.28.070 of the Stanislaus County Code shall govern the hearing process. At the hearing, both the appellant and the County shall have the right to be heard publicly, to be represented by Counsel and to present evidentiary facts. The parties may agree to a hearing closed to the public and the hearing board may at any time exclude any person who may be a witness in the appeal under consideration. The hearing shall be informal and the hearing board shall not be bound by any rules of evidence governing trial procedure and state courts. The hearing board shall render a written decision, copy of which shall be transmitted to the Chief Executive Officer. The Chief Executive Officer shall serve a copy of the decision upon the appellant. The decision of the hearing board shall be final.

ATTACHMENT B

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.

**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 (7) 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 C

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 (5) 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 rules and procedures set forth in this chapter for hearing by a hearing board shall also apply to a hearing by a hearing officer. [Prior Code § 2-245]

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

County service as of the initial date of suspension; (4) that in the event the punitive action taken against the employee does not result in termination of employment, the employee shall be restored to County service for the period of the preliminary suspension and any disciplinary suspension or reduction in rank or compensation ordered or approved by the hearing board shall commence on or after the date of the punitive action by the Department Head. The Department Head may discontinue an employee's leave of absence with compensation 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 I

**AGREEMENT
BETWEEN COUNTY OF STANISLAUS
AND
STANISLAUS COUNTY DEPUTY PROBATION OFFICERS' ASSOCIATION**

RE: IMPLEMENTATION OF CANINE SPECIAL ASSIGNMENT

Pursuant to this agreement between the County of Stanislaus (County), and the Stanislaus County Deputy Probation Officers' Association (DPOA), the parties agree as follows:

Whereas, the Stanislaus County Probation Department intends to implement a new canine program which will require one Deputy Probation Officer to be assigned as a Canine Handler; and

Whereas, the County recognizes the duties of a Canine Handler as a special assignment with other County bargaining units but does not recognize this special assignment in the current Memorandum of Understanding between the County and DPOA.

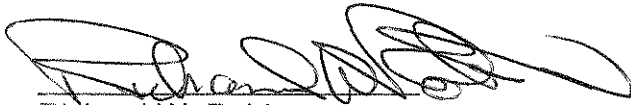
Now therefore, the parties agree to recognize the assignment of Canine Handler as a special assignment under the same conditions as provided to Deputy Sheriff Canine Handlers, including the following:

1. Additional compensation in the amount of two and one-half percent (2.5%) of base pay shall be paid for the Canine Handler assignment.
2. The parties agree that pursuant to the terms and conditions set forth in a prior Settlement Agreement Relating to Canine Handlers ("Canine Agreement"), each represented employee who is assigned as a canine handler and has a dog assigned to his or her care, training, and upkeep, shall be paid eighteen (18) minutes per day at the regular rate of pay for care, grooming and transportation. This work when performed over and above the designated work period, shall be compensated at time and one half of the canine handler's regular rate of pay. All other terms and conditions set forth in the Canine Agreement remain in full force and effect.

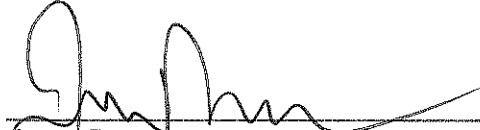
The parties further agree that should the amount of daily time provided for care, training and upkeep change for Canine Handlers under the Deputy Sheriffs'

agreement, this same change will apply to employees under the DPOA agreement with the same effective date.

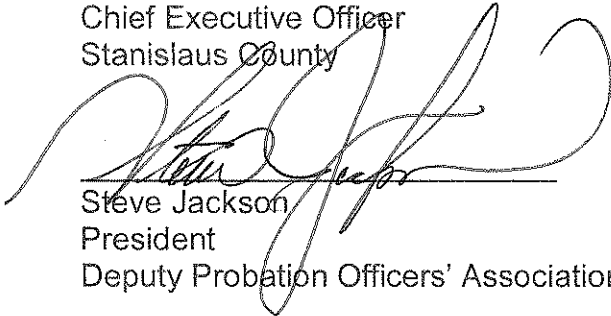
Agreed to this 27th day of October, 2008



Richard W. Robinson
Chief Executive Officer
Stanislaus County



Jerry Powers
Chief Probation Officer
Stanislaus County



Steve Jackson
President
Deputy Probation Officers' Association

Approved as to Form:



Edward Burroughs
Assistant County Counsel