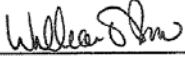



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF STANISLAUS  
AND  
THE EMERGENCY DISPATCHERS' BARGAINING UNIT**

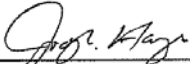
This agreement entered into between the County of Stanislaus and the Emergency Dispatchers' Bargaining Unit represented by Stanislaus Regional Emergency Dispatchers' Association (SREDA).


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 SREDA, 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.

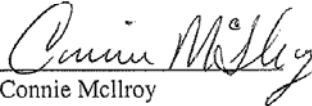
**FOR THE COUNTY:**


  
William O'Brien, Chairman  
Board of Supervisors

  
Richard W. Robinson  
Chief Executive Officer

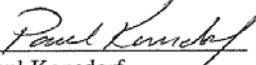
  
Jody Hayes  
Deputy Executive Officer

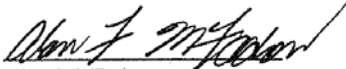
  
Lucian Thomas  
Deputy Director

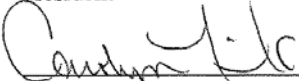
  
Connie McIlroy  
Dispatch Shift Manager


  
Nancy Bronstein  
Senior Management Consultant

**FOR SREDA**

  
Paul Konsdorf  
Goyette and Associates

  
Alan McFadon  
President

  
Carolyn Frink  
Treasurer

  
Kim Rightmire  
Director at Large

**DATE SIGNED** March 2007

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#### **ATTACHMENTS**

- A. Reduction-In-Force Policy
- B. Grievance Procedure - Including Binding Arbitration
- C. Discipline of Permanent Classified Employees
- D. Enhanced Retirement Benefit Agreement between Stanislaus County and All Employee Organizations, February 12, 2002
- E. Health Insurance Agreement, January 1, 2005

1. SCOPE OF THE BARGAINING UNIT

The parties agree that Stanislaus Regional Emergency Dispatchers Association (SREDA) is recognized as the formal representative of the employees in the Emergency Dispatcher Bargaining Unit pursuant to the County's Employee Relations Ordinance. The bargaining unit consists of all probationary and permanent employees in the classifications of Emergency Call Taker and Emergency Dispatcher. The parties agree that this agreement covers the wages, hours and terms and conditions of employment of employees assigned to the Emergency Dispatcher Bargaining Unit.

2. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect for a fifty-four month period commencing on July 1, 2006 and ending at midnight, June 30, 2010. It covers all matters of interest between the Stanislaus Regional Emergency Dispatchers Association (SREDA), representing the Emergency Dispatchers' Bargaining Unit and the County of Stanislaus. This agreement incorporates all items in previous agreements between the parties, unless specifically amended by this agreement. The parties may agree to extend the term of this agreement while meeting and conferring is in progress over renewal of the agreement. Unless otherwise agreed to by the parties all changes are effective upon ratification of the Association and approval by the Board of Supervisors.

3. NO STRIKE

SREDA 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. SREDA 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. SREDA agrees to encourage its members to assist in the implementation of that program.

SREDA agrees to and acknowledges 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 classifications or employment status and in compliance with State law. The County acknowledges and agrees that it will not discriminate or take adverse action against employees on the basis of their choice of SREDA representation.

5. SAFETY PROGRAM SUPPORT

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

6. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

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 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 the start of the first full pay period on or after the date specified below:

First full pay period in January 2007	3%
First full pay period in April 2007	3%
First full pay period in March 2008	3%
First full pay period in July 2009	3%

B. Emergency Dispatcher Defined

The basic qualification for an Emergency Dispatcher shall be proficiency in the skills of an Emergency Call Taker PLUS one radio position group (Fire, PD, S/O).

C. Emergency Dispatcher Incentive Pay

An incentive pay in addition to each employee's base pay will be paid for each area competency an employee attains over and above his or her basic qualification.

Incentive Pay levels for Emergency Dispatchers will be set at 10% of base pay for each area competency above that of a basic Emergency Dispatcher. Subsequent incentive pay increases shall be based on 10% of the base pay level and will not be cumulative. For example, a dispatcher skilled on all radio positions would be entitled to an incentive pay equal to his or her base pay plus two (2) increments each equal to 10% of his or her base pay.

All employees appointed to positions assigned to the bargaining unit shall be required to cross-train on all radio assignments as practical. Current dispatchers, while on their regular shift assignment may be cross-trained. Other dispatchers will not be mandated to cover for the employee who is being cross-trained. The dispatcher will be assigned to a trainer and the Department's standard training procedure will be followed. The parties agree that there shall be no comments concerning cross training in the official performance evaluation (maintained by the County Personnel Office) and other files of the employee being cross-trained, except for normal training documentation.

D. Communication Training Officer (CTO) Pay

In addition to area competencies, an additional pay will also be awarded for those qualified and assigned as Communication Training Officers (CTO's). For the term of this Contract the County agrees to maintain a minimum of eight (8) CTO assignments. Those CTO's must possess competency in at least two radio positions, one of which must be for fire dispatch, and shall receive an additional 5% of base pay as full-time compensation.

Effective August 24, 2002 the additional pay for Communication Training Officer will be raised 2.5% or to 7.5% from the current 5%. This pay will be increased an additional 2.5% the start of the first pay period after January 1, 2005 for a total of 10%. Current staff that are assigned training duties (not CTO duties) shall continue to receive 5% on an hour-for-hour basis.

E. Emergency Call Taker Pay

Emergency Call Takers who assume duties as a trainer will be paid an additional 5% of base pay on an hour-for-hour basis.

F. Acting Shift Manager

In the absence of an assigned Shift Manager, the CTO will assume these duties. The CTO will be compensated an additional 5% for the Acting Shift Manager assignment. The parties agree the Shift Manager must be absent for a period of time greater than two hours as well as out of the building (3705 Oakdale Road) for the compensation to be received. Once the two hour minimum is met the CTO shall be compensated for all time performed in the higher class, including the initial two hours on an hour-for-hour basis. The parties agree that a "shift" is defined as twelve hours.

When there is no CTO on duty, typically the most senior dispatcher will assume the Shift Manager duties, however, exceptions can be made by management. The non CTO assuming the duties of Acting Shift Manager will be paid an additional 5% of base pay on an hour-for-hour basis.

G. Out-of-Class Pay

The parties agree that when an employee who meets the minimum qualifications and performs work characteristic of a higher classification, and such work is satisfactorily performed, the employee shall be paid for such out-of-class work at the appropriate promotional pay rate of the higher classification (approximate 5% increase) on the basis of an hour's pay for an hour's work except as modified in Subsection F.

H. Salary on Probationary Release

The parties agree that the County salary policy applied to an employee dismissed during probationary service from a position from 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.

I. Salary Administration

Employees shall be eligible for advancement to the second step of their salary range on their anniversary date after one year of satisfactory service at the first step. Eligibility for advancement to subsequent salary steps will thereafter be based on one year of satisfactory continuous service at the prior step until the employee reaches the maximum step of the appropriate salary range. The parties agree to a change in this policy so that any 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.

J. Salary on Promotion

The County shall continue to guarantee a 5% minimum salary increase on promotion in accordance with the existing County Code provisions. Effective January 1, 1991, 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. This provision shall

apply when promotions to classifications within the bargaining unit occur or promotions to classifications assigned to bargaining units containing this provision.

K. Shift Differential

Shift differential of 7.5% will be paid for hours worked during the night shift, i.e., 6:00 P.M. to 6:00 A.M. consistent with the current definition for night shift compensation. No shift differential shall be paid for day shift.

Shift differential in the amount of 7.5% shall be compensated to bargaining unit employees assigned to work the 2 pm to 2 am shift. Bargaining Unit employees assigned to work the 12 noon to midnight shift shall be compensated 7.5% for all hours worked between the hours of 6 pm and midnight.

L. Bilingual Certification Pay

1. 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 Director of Emergency Dispatch. Employees who pass the test will be certified as bilingual.
2. Employees certified as bilingual will receive additional compensation of sixty-nine cents (\$0.69) per hour above base pay for bilingual certification pay. Only those employees certified bilingual will be granted bilingual certification pay.
3. 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.

M. OVERTIME

A. Exclusion of Paid Leave Time

The parties agree that the prior practice of excluding sick leave, vacation time, and compensatory time off as time worked for overtime calculation purposes shall continue. This exclusion shall only apply to overtime which is the direct result of the work schedule rotation in that due to the nature of the schedule the dispatcher may be scheduled to work more than forty hours in the established seven day work period of Saturday at 6:00 A.M. through the following Friday (shift ending at 6:00 A.M. Saturday) and which must be compensated as overtime work pursuant to the requirements of the Fair Labor Standards Act.

This paid time is not excluded for the purpose of any other overtime calculation, including call back overtime.

B. Payment of Overtime

Effective January 6, 2007 all mandatory overtime (time and half) worked, with the exception of that provided for below including, mandated training and required on-call services at the choice of the employee may be compensated in cash or compensatory time.

All voluntary overtime including FLSA overtime created by the twelve hour shift, scheduled or mandatory overtime worked as a result of a missed meal and rest breaks or overtime for time worked beyond twelve hours shall be paid to the employee in lieu of the option of converting this time to compensatory time off.

Double time shall be compensated for twelve (12) hour shift employees after the thirteenth (13) hour of continuous work. The time worked between the twelfth and thirteen hour of work shall be compensated at time and one half. The lunch period shall not be considered as a break in continuous work for the purpose of this provision.

N. Compensatory Time Off (CTO)

Compensatory time may be accrued to a maximum of ninety six (96) hours. Accumulation of CTO in excess of the maximum shall be paid. Employees may submit requests at a minimum of eight (8) hours to cash out accumulated compensatory time. The County shall cash out such request in the following pay period in which it is received.

Overtime worked is accrued at one and one half pay rate. Employees who voluntarily work overtime to replace another employee who uses CTO to take time off shall only be paid for hours worked.

Employees must have accumulated CTO in order to submit a request to use CTO. Employees may be permitted to use CTO within a reasonable period of a request as long as the request for time off does not duly disrupt department operations. The department shall make a good faith effort to approve the request and notify the employee as soon as practical. If relief or other coverage is not available, the request shall be posted and/or made available for voluntary coverage. Employees who have arranged for their own CTO relief coverage, if needed, shall receive preference for approval of time off.

Employees may not demand specific date(s) off using CTO, nor may the department order employees to take time off as CTO.

All employees who promote shall cash out the total accumulation of compensatory time at the employee's pay rate immediately prior to the promotion.

9. CREDIT UNION DEDUCTION-OPERATING ENGINEERS

The County will provide a payroll deduction for the Operating Engineers Credit Union.

10. DUES DEDUCTION

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

A. FAIR SHARE FEE PAYMENTS

1. The County will provide a payroll deduction for the Stanislaus Regional Emergency Dispatchers' Association (SREDA), pursuant to the following:

All regular full-time employees shall as a condition of employment, pay a representation service fee which is the employee's proportionate share of the Stanislaus Regional Emergency Dispatchers' 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 unit employees.

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

2. The representative service fee arrangement provided by this section may be rescinded by majority vote determined in a secret ballot election in which all regular bargaining unit employees are eligible to vote as provided by the Meyers Milias Brown Act.
3. Employees opposed to having a portion of their fees being spent on activities or causes of a partisan political or ideological nature, may exercise relief under the Beck decision.
4. Any employee who objects to joining or financially supporting employee organizations shall not be required to financially support the Association. Such employee, in lieu of a representation service fee, shall instruct the County in writing, with a copy to the Association, 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 Association that a dispute exists between such unit employee or employees and the Association involving claimed violation of employee rights with respect to (1) representation service fee expenditures or obligations by the Association, 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 Association. 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 Association. 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 Association 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.

11. HOLIDAY/VACATION TIME PROVISIONS

A. County Holiday Policy

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

The County agree to extend to Stanislaus Regional Emergency Dispatchers Association any newly recognized County Holidays negotiated by SCEA and/or SEIU during the term of this agreement (July 1, 2006- June 30, 2010)

B. Combining Optional Holiday Time with Vacation

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

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

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

C. Certain Holiday Compensation

The County agrees that any work performed by bargaining unit members on one of the following holidays shall be compensated consistent with current policy, and an additional half time compensation shall be granted. The holidays designated for such additional half time compensation shall be January 1, New Years Day; Martin Luther King JR's Birthday; Presidents Day; July 4, Independence Day; Memorial Day; Labor Day; Veterans Day, November 11; Thanksgiving Day; the day after Thanksgiving and December 25, Christmas Day. The additional half time compensation may be accrued as compensatory time or in lieu of being paid in cash. Employees may elect to choose accrual as comp time if their total accrued vacation hours are less than 225 hours. If the employee has more than 225 accrued vacation hours, the employee may choose comp time however, this shall be at the discretion of the department head. All compensatory time off shall be aged on a twelve month cycle.

Effective December 3, 2002 all holidays shall be paid in cash to the employee.

D. Christmas Eve

The designated four-hour holiday on Christmas Eve shall apply to employees working a regular night shift assignment of 6:00 p.m. to 6:00 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.

Effective December 3, 2002 all holidays shall be paid in cash to the employee. The parties agree to meet and confer regarding the continuation of this holiday cashout provision in July 2003.

E. Vacation Credit for Holidays

(Effective December 3, 2002 the parties agree that the provisions of this section shall be that all vacation credit for holidays are cashed out.

1. Eight hours of vacation credit for holidays will be given during the bi-weekly period in which the holiday occurs. The exceptions to this are:
  - a. New hire or employees who return from leave of absence will receive vacation credit for a holiday if the first day worked is on or before the holiday.
  - b. Terminated or discharged employees, or those beginning an unpaid leave of absence, will accrue vacation credit for a holiday if the last day for which pay is received falls after the holiday or if the last day worked falls on the holiday.
  - c. Employees on disciplinary suspension without pay will not receive vacation credit for any holiday occurring during the period without pay.
  - d. Employees taking time off without pay will not accrue the holiday if they are on an unpaid status during the major portion of the pay period.
2. Employees who are on their regular day off when a holiday occurs shall accrue eight (8) hours of holiday time.
3. Any employee who is approved to be off on a designated holiday, when he or she would otherwise have been scheduled to work will have their accumulated leave balance charged with twelve (12) hours to cover the full shift absence.
4. Holiday time accrual for employees working a partial shift or a shift other than the standard 12-hour shift will receive credit in the following manner:
  - Four (4) hours to less than 6 hours of work - 2 hours of vacation credit;
  - Six (6) hours to less than 8 hours of work - 4 hours of vacation credit;
  - Eight (8) hours to less than 12 hours of work - 6 hours of vacation credit;
  - Twelve (12) hours of work or more - 8 hours of vacation credit.
5. Employees with less than six months of service in a regular position, who work on a designated holiday may be able to use the accrued vacation time earned for work on the holiday, subject to department head approval.

F. Limited Cash Conversion of Vacation

Employees with 100 or more hours of accrued vacation on the records may request conversion into cash payment 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. The vacation conversion request shall not be unreasonably denied.

G. Vacation Accumulation Rate

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

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

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

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

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

In addition, 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 periods.

H. Vaction Scheduling

For planning purposes, the annual vacation period for this bargaining unit shall run from January 1 to December 31.

All permanent, journey-level employees represented by this contract shall be entitled to schedule priority vacation periods up to, but not exceeding their annual vacation accrual. Employees may schedule priority vacations in advance, however, they must have accumulated enough time in order to take their scheduled vacation. Regular days off (RDO) proceeding and or following priority vacation days are protected (can not be mandated to work).

The bidding shall be based on seniority. Seniority will be determined solely upon continuous combined time of County service classified as an Emergency Dispatcher or Call Taker. New hire personnel in training will not be included in the bidding process but can schedule vacation as their individual training schedule permits.

Only two employees will be allowed to be off work for either priority or non priority vacation during the same time period including Martin Luther King's Day, President's Day and Veteran's Day. One employee will be allowed off for the remaining County holidays unless approved by

management.

### Bidding Process for Priority Vacation:

Bid dates will be posted by the 21<sup>st</sup> day of September. Bidding for priority vacation will begin on October 1 and terminate when all employees have bid in descending order of seniority. Each employee will have one day to make priority vacation bids on the first pass, and another day for the second pass, with the day commencing at 0600 hours. Any employee failing to bid during his/her assigned time shall be allowed to bid at the end of the process, on a first come first serve basis. After all employees have made their priority vacation bids, administration may block time for training in order to ensure staffing for training/schools. The vacation book for the calendar year shall be posted by December 1<sup>st</sup> and shall remain in the Department at all times.

The first pass will allow employees to schedule their annual vacation accruals in full work weeks. Employees may schedule up to three consecutive workweek periods (108 work hours) In addition, a second pass of scheduling will allow employees to schedule their remaining hours in less than one week blocks as priority vacation.

Annual priority vacation accrual not bid during the priority bidding process may be requested at any time, but should be requested no later than two calendar weeks in advance. These requests shall not result in cancelling any other employee's approved time off.

### Non Priority Vacation

Any request other than "priority" vacation will be approved on a first come, first served basis. Regular days off (RDO) days are not protected with non-priority vacations and employees will not be mandated to cover non priority vacations.

## I. Vacation Accumulation Maximum

Vacation time in the amount not to exceed 450 hours shall be carried over on employee accrual balances from year to year.

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.

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.

B. Health Insurance

The parties recognize that the County has joined Pacific Business Group on Health (PBGH). The group has not yet negotiated their rates for the upcoming year. The parties agree to meet and confer in the Joint Task Force for discussions of health insurance when rates become available.

The County agrees that any changes made as a result of meet and confer pursuant to this section shall not result in loss of salary, compensation, or cafeteria contributions currently provided to Dispatch 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 Cafeteria Plan shall remain in effect during the term of this agreement.

13. 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.

14. BINDING ARBITRATION

The parties agree to implement the attached binding arbitration provision similar to that agreed to by SREDA and the majority of other employee organizations. SREDA acknowledges that binding arbitration does not apply to the Equal Employment Opportunity Grievance Procedure.

15. IRS CODE SECTION

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.

16. JURY DUTY/SUBPOENA

Being summoned to appear as a juror does not relieve dispatchers of the responsibility of reporting to work. Jury duty is considered an unforeseen absence.

Time spent on jury duty or in response to a work-related subpoena shall be credited as time worked on a hour for hour basis. Jury fees will be waived. Those who serve as jurors on their days off may keep their jury fees but this time will not be considered time worked.

17. LEAVES OF ABSENCE

1. 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.
2. 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.
3. 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 fifteen (15) calendar days shall cause the employee's date of eligibility for increased vacation accrual rates to be postponed by the equivalent number of days to the nearest number of days for which the leave of absence is granted based on the number of calendar days in such month.

18. 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 be 90 days. Notwithstanding the 90-day maximum, both parties recognize that the Disciplinary Appeals Board could impose a longer suspension in lieu of termination.

19. ON-CALL

On-call shall be scheduled for each twelve (12) hour shift; either 0600 to 1800 or 1800 to 0600. The on-call dispatcher may only be mandated during the hours assigned on call. On-call dispatchers shall only be used to fill absences due to unforeseen situations requiring additional staffing, or that cause the Communication Center to fall below minimum staffing (see Mandatory Overtime Policy).

Employees who wish to remove their name from a mandatory on-call day will need to obtain

management approval. Employees who are unable to fulfill their on-call assignment due to illness must notify the department in advance in accordance with the department's sick leave policy.

### Mandatory On-Call

All Dispatchers will be required to sign up for on-call. On-call sign ups will be posted at least thirty days in advance. Mandatory on-call shall not exceed the 48/6 rule.

- Each dispatcher is required to sign up for one 12 hour on-call slot, per pass but may sign up for two 12 hour slots.
- On-call sign ups will be completed by shift starting with the most senior person through the least senior person. The least senior person will select two slots if two slots are available, reversing the order each employee selecting one more on-call slot until all on call vacancies are filled.
- If the list is not filled it will return to the least senior person.
- Dispatchers who have priority vacations scheduled will select on-call first based on seniority (employees are exempt from on-call during their protected days off).

### Voluntary On-Call

Voluntary on-call may be posted by Management when necessary. The 48/6 rule does not apply to voluntary on-call.

### On-Call Compensation

For each 6 continuous hour shift of on-call, the employee shall receive 2 hours of straight time compensation in either compensatory or paid time at the employee's discretion.

If the on-call employee is utilized they shall receive an additional one (1) hour of straight time compensation for each 6 hour block of time worked or portion thereof. This time shall be granted to the employee as either compensatory or paid time at the employees discretion.

## 20. OVERTIME

### Mandatory Overtime

Mandatory overtime will be used any time the Communication Center falls below minimum staffing. Minimum staffing is defined as sufficient Emergency Dispatchers to operate all required radio positions. Mandatory overtime will not be used to fill non-priority time off requests (lunch relief, comptime, non priority vacations) unless otherwise stipulated.

Management shall have the right to mandate employees to staff phone positions during periods of known increased communication activity (i.e. 4th of July) or in the case of natural disasters or other, unforeseen emergency situations. Management shall also have the right to temporarily off-shift employees (maximum one work week/per employee) to cover shift shortages.

As a part of the twelve (12) hours shift schedule the duty supervisor will avoid utilizing dispatch employees on their duty days. Dispatch employees on their RDO will be called in first. A list of overtime worked for the preceding thirty (30) days will be maintained and posted. The list will only include time accrued working a dispatcher position. The qualified off-duty employee with the least amount of overtime listed shall be called first. Should the duty supervisor be unable to contact a qualified off-duty employee, the qualified on-duty employee with the least amount of

overtime worked shall be held over at the end of his/her shift until other coverage can be found, which could include calling the qualified employee with the least amount of overtime from the oncoming shift to report early.

When a shift falls below the minimum staffing level and an employee who is not on call is mandated to work, that mandated employee shall receive one (1) hour of straight time compensation. This time shall be compensated in either Compensatory Time Off or paid time at the employee's discretion.

Employees who are mandated to work within 24 hours of the start of shift will receive on-call compensation in addition to overtime. Employees who voluntarily agree to work overtime shall not receive on-call pay even when agreeing to report to work within 24 hours of the start of the shift

All employees subject to the mandate policy shall receive a minimum twelve (12) hour rest period between mandated or scheduled work periods. In addition, no employee shall be required to work more than forty-eight (48) hours in any consecutive six (6) day period. Voluntary overtime worked will not be counted when applying this "48/6" rule. These restrictions as contained in this paragraph may be waived under a declared state of emergency or any staffing emergency as determined by management. If waived, all bargaining unit personnel will be included for mandate for the duration of the emergency.

If ordering an employee back to work under this policy creates a bonafide hardship, the Shift Manager shall arrange for another employee to fill the vacancy. If however, the callback creates a personal hardship for the contacted employee, the mandated person may only be excused if he/she is able to find a qualified replacement. Under this policy, a bonafide hardship is considered anything which would require the mandated employee to violate the law (driving intoxicated, under medication restricting activities, leaving children unattended, etc.) or is covered under current departmental policies (sick leave). All other situations shall be deemed a personal hardship (i.e. previous plans, lack of transportation, etc.).

## 21. PERSONAL PROPERTY DAMAGE

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.

## 22. PROBATIONARY TERMINATIONS

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

23. REDUCTION-IN-FORCE POLICY

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

24. REOPENER/AMBULANCE DISPATCH – FUTURE GROWTH/CHANGING WORK

A. Ambulance Dispatch

The parties further agree to meet and confer with SREDA over the impact on employees of ambulance dispatch responsibilities (EMD). At the time ambulance dispatch services are provided by Stanislaus Regional 911 the parties agree that all employees certified as Emergency Medical Dispatch (EMD) qualified will receive additional compensation in the amount of 5%. The parties recognize this additional pay resolves all wage issues associated with a combined fire/ambulance dispatch radio position.

B. Future Growth

The County agrees to meet and confer with SREDA regarding the effects on employee wages, hours, terms and conditions of employment due to implementing fire frequency sharing.

25. RETIREMENT

1. The parties agree to the enhanced retirement benefits adopted by the Board of Supervisors on February 12, 2002.
2. Employee retirement contribution rates are established by the Stanislaus County Employee Retirement Association (STANCERA). The County agrees to pay portions of the employee retirement contribution rates for all employees during the term of this agreement as follows:
  - A. Effective the start of the first pay period after January 1, 2001, the County shall pay to the retirement system, all or a portion of the employee's retirement contribution up to a maximum of 6.0% of the employee's base salary, vested in the employee. Employees in Tier I and Tier III of the retirement system who are not making contributions to the system, shall receive the equivalent of 6.0% of their base salary in lieu of this 6.0% County retirement contribution. Tier I employees whose retirement contribution is less than 6.0% of his or her base salary, shall have the difference paid to the employee.
  - B. Effective the first full pay period on or after January 1, 2003 (January 11, 2003) the County shall pick up an additional 1.2% of the employee's base salary and apply that toward the employee's retirement contribution consistent with this section for a total of 7.2%.
  - C. Effective the first full pay period following July 1, 2007, the County shall pay an amount equal to the total of the employee's retirement contribution rate (Basic and COLA) to STANCERA based on the employee's retirement eligible earnings. At

this time the employee will no longer pay any portion of their employee retirement contribution rate.

3. Effective July 1, 2007 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. Effective the first full pay period in July 2007 if an employee's retirement contribution rate falls below the amounts provided in Section 3 (A, B & C) the County contribution amount will be lowered to equal the actual employee retirement contribution rate being charged by STANCERA with the exception of the two identified tier 4 employees who are currently receiving the difference between their contribution rate and 7.2%. These two employees will continue to have the difference between their retirement contribution rate and 7.2% paid to them.
4. Employees in retirement Tier 4 (formerly Tier 1), shall maintain the retirement benefit known as "30-year pay." Tier 4 employees are eligible for this benefit as determined by STANCERA when an employee has reached thirty (30) years of service and is no longer required to make contributions to the retirement system. The County will use 7.2% as the retirement pick-up amount utilized in the "30-year pay" calculation to determine the level of compensation the employee will receive.
5. All payments made by the County to STANCERA on behalf of the employee's retirement contribution rate shall be vested in the employee.

26. SENIORITY

For the limited purpose of vacation scheduling, seniority will be determined solely upon continuous time of County service as an Emergency Dispatcher or Call Taker within the Emergency Dispatch Department.

For the purpose of shift bidding, seniority will be determined as follows:

1. Emergency Dispatchers and those Emergency Dispatchers assigned as CTOs will use date of promotion to current rank. If the date of promotion between any two or more employees is the same, then the original date of hire of each employee shall be used. Should any two or more employees have the same promotion date and start date then a coin toss as provided in Subsection B herein, shall break the tie.
2. Emergency Call Takers (including lateral hires) will use original date of hire. This date will not be affected by the date an E.C.T. is upgraded to the position of Emergency Dispatcher (in training) on probationary status. In the event of a tie, a coin toss conducted by the director or designee will determine seniority.
3. Emergency Dispatchers assigned as CTO's will bid for shifts separately. In both cases seniority will be determined as specified above. This will be done to insure CTO personnel are evenly divided among all shifts.
4. The above seniority definitions will affect vacation scheduling and shift bidding only and do not affect seniority calculations as prescribed by Attachment A, "Reduction-In-Force" policy.

27. SHIFT BIDDING/ROTATION

All members of the bargaining unit shall change shifts on a four-month rotation cycle. The first shift change will start on the first week of January of each year and shall be assigned on a bid basis. For the limited purpose of shift bidding, the year runs from January 1 to December 31. Bidding will be for both squads and shifts and based on seniority. For the limited purpose of shift bidding/rotation, seniority will be determined solely upon continuous years of service in each employee's present job title-rank.

Voluntary shift/squad trades shall be permitted providing both parties possess the qualifications required and department approval is granted.

Employees must submit a shift bid prior to the first of September. Shift bid shall specify first, second, third and fourth choice for squad/shift. Probationary employees are assigned by management and have no bidding rights. Any employee failing to submit a bid will be assigned to a shift/squad based on need.

The parties understand that CTO, rookies and dispatchers with varying disciplines need to be distributed throughout squads and shifts. Management will attempt to honor request of senior employees and particularly those who are crossed trained in all three discipline areas (PD, SO and fire). Management agrees to meet with an association representative should any dispute arise regarding shift assignments.

Squad/shift assignments and vacation bid dates will be posted prior to the end of the business day by September 21st of each year.

28. SICK LEAVE

A. Cashout Provisions

The following sick leave cash-out practice is in effect:

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 cashout 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 cashout 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 cashout 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.

C. Sick Leave Incentive Program

The parties agree that during the term of the agreement in an effort to reward those employees who use little to no sick leave in a specified twelve month period, that a Sick Leave Incentive Program shall be established. The program will permit an employee who has used zero to thirty hours the option to convert accrued sick leave to vacation time, request cash out of this time once converted to vacation or request the use of accrued vacation. The additional time granted should be considered as priority vacation time when the annual vacation scheduling occurs each year. The tracking period for this program shall commence September 1, 2002 through August 31, 2003 and will continue each year there after during the term of the agreement.

Sick leave can be converted to vacation time consistent with the following schedule:

- 0 sick leave used = 72 hours of sick leave converted to vacation time.
- 1 - 18 hours used = 48 hours of sick leave converted to vacation time.

- 19 - 30 hours used = 24 hours of sick leave converted to vacation time.
- 31 + hours used = 0

At the employee option a portion or all of the time may be converted to vacation time consistent with the above schedule. Employees who elect to have the additional vacation time cashed out may do so upon request during the first pay period in December each year. The parties to the agreement understand that the employee must have worked all year in a full-time status to be eligible for this program.

## 29. TRAINEE APPOINTMENTS

The County agrees that Emergency Call Takers will be promoted to Emergency Dispatcher upon the recommendation of the Department Head. The promotion may occur prior to one year of service at the trainee level. The recommendation will be based on the employee's ability to perform the assigned tasks at the level of skill and with the independence expected of an Emergency Dispatcher as documented in a formal performance evaluation.

## 30. TRAINING

### A. Training Days/Allocation of Training Resources

All parties recognize the importance of training in the professional development of the public safety dispatcher in order to meet the needs of the community served. As funding and staff are available, the goal of the Emergency Dispatch Department shall be to provide all employees with the equal opportunity to receive job related training. Individual training records shall be maintained by the Department as a part of the employee's departmental personnel record.

Furthermore, any employees who have been scheduled for training will be expected to attend said training and shall only be excused in the case of serious illness or unforeseen emergencies.

The Department may mandate staff to provide coverage for persons who must attend mandatory and update training. Mandatory training shall be defined as any training required under state mandated requirements (POST, State Fire Marshal, etc.), system updates and procedural changes (CLETS, computer system changes, etc.) and professional development courses as defined by a joint committee comprised of management and bargaining unit representatives.

All training announcements and school listings deemed appropriate by the Department Head will be posted in a central location within the Communications Center. These postings may be used by individual employees in the planning and submission of their training requests.

Management may schedule training days when dictated by operational needs or when required by other certifying agencies (POST, State Fire Warden, etc.). These training days shall be a minimum of four hours, but shall not exceed eight hours per day. If a training day is scheduled on the employee's day off the employee shall be compensated with overtime in the form of cash payment or compensatory time off at the discretion of the

employee, so long as the ninety-six hour maximum of accrued compensatory time is not exceeded. Additionally management may schedule four two-hour training meetings for CTO's and Acting CTO's for each four month shift rotation.

All employees appointed to positions assigned to the bargaining unit shall be required to cross-train on all radio assignments as practical. Current dispatchers, while on their regular shift assignment may be cross-trained. Other dispatchers will not be mandated to cover for the employee who is being cross-trained. The dispatcher will be assigned to a trainer and the Department's standard training procedure will be followed. The parties agree that there shall be no comments concerning cross training in the official performance evaluation (maintained by the County Personnel Office) and other files of the employee being cross-trained, except for normal training documentation.

### 31. TWELVE-HOUR SHIFTS

#### A. Definitions

1. RDO = Regular Day Off. Those days which an employee is not scheduled to work a regular shift.
2. Shift schedule: Each workday shall be divided into two (2) twelve hour shifts. These shifts shall be referred to as Day shift, running from 6:00 am to 6:00 PM; and Night Shift, running from 6:00 PM to 6:00 am. In the case of Night Shift, the day worked will be the calendar day in which the shift began.
3. Squad: The dispatcher workforce shall be divided into two (2) squads. They are titled A Squad and B Squad. Each squad will work opposing work periods with one squad being on RDO's at any given time.
4. Work Period: A work period shall consist of three (3) consecutive twelve hour work days.
5. Work Schedule: The twelve hours work schedule will consist of each squad working a 3-day work period followed by a 3-day RDO period.
6. Hours Paid: Employee working a twelve hour shift shall be compensated for the actual time worked and/or recorded. There shall no longer be the system of guaranteed paychecks of eighty (80) hours each pay period. Actual pay will result in holidays being earned and the discontinuance of owing training days as required under the prior 6/3 schedule in order to meet the 2080 hour per year requirement.

Any FLSA overtime resulting from twelve hour schedules shall be paid.  
(Excluding mandated overtime)

7. 48/6 Rule: Limits amount of mandated/scheduled work time to 48 hours in any 6 consecutive day period.

#### B. Accrued Leave Time

1. Work on the twelve hours shift schedule will not result in any change in the number of hours or methods of accrual of hours of work, sick leave, or vacation benefits. Use of sick leave, vacation, or holiday time for an entire twelve hour shift will involve a reduction by twelve (12) hours of the appropriate accumulated leave time.
2. The amount of accrual for holiday time will be based on the work schedule of the affected employee. If an employee is working a twelve hour schedule, that employee shall accumulate eight (8) hours holiday credit for each holiday falling on the employee's work day or RDO. The same method of holiday accrual shall be used to determine holiday credit for dispatch employees working other shifts (8 or 10 hour shifts) and covered by the bargaining unit.
3. If an employee is scheduled to work a holiday but elects to take that day off, that employee shall not be entitled to accrue any holiday time for that day and will need to utilize four hours of accumulated vacation or comp time to cover the entire twelve-hour shift.

C. Absence Notification

Employees calling sick must inform the on-duty Shift Manager at least three (3) hours prior to the beginning of the sick employee's shift.

D. Relief/Meal Breaks

Contingent upon adequate coverage, all employees shall be entitled to and must take rest/meal breaks which may be taken consecutively. Length and number of breaks shall be determined by the following:

1. Regular Shift Personnel

One fifteen (15) minute rest break and one forty-five (45) minute meal break during a scheduled twelve (12) hour shift.

2. Overtime/Callback/Shift Trade Personnel

a. If working more than three (3) hours and up to or less than six (6) hours - one fifteen (15) minute rest break.

b. If working more than six (6) hours and up to or less than nine (9) hours - one forty-five (45) minute meal break.

c. If working more than nine (9) hours - one fifteen (15) minute rest break plus one forty-five (45) minute meal break.

3. Selection of Meal/Rest Breaks

One of the following two (2) methods shall be used to determine meal/rest break times. The method used shall be determined separately by each squad/shift. Each

employee shall write the method (rotation or seniority) they choose and mark their initials in the space provided next to their name on the green Shift Change roster. The method selected by each squad/shift will be for the duration of the shift rotation regardless of personnel changes. The two (2) methods are as follows:

a. Rotating Meal/Rest Breaks

Times for meal breaks and/or meal/rest break combinations shall be determined by the use of a list of shift personnel ranked by date-of-hire seniority. The ranking on this list shall rotate daily with the person having the first choice of times on one day and having the last choice on the following day. (Supervisors are excluded from the list and have first priority for selection of meal/rest break times.) Hireback or shift trade personnel shall be ranked on the list in the position of that employee they are replacing. Hireback personnel not replacing absent staff shall be added, in order of seniority to the end of the list.

b. Seniority Meal/Rest Break

Each member of the squad picks a meal/rest break time on a daily basis using date of hire seniority to determine the sign-up schedule. (Supervisors are excluded from the list and have first priority for selection of meal/rest break times.)

Using either method, the shift supervisor shall cause the meal rest break sign-up sheet to be completed during the first hour of the shift. If the shift supervisor is unavailable, a designee will be assigned to complete this task. Permanent meal/rest break times will not be permitted but will be bid for on a daily basis.

4. Missed Meal/Rest Breaks and Paycodes

If employees do not receive a meal/rest break, overtime for .75 (paycode OVT or OV7) will be paid.

If an absence is known which will extend beyond two (2) consecutive work periods, coverage will be provided (absent exigent circumstances) by either 1) an employee shall be off-shifted 2) use of extra help or 3) a hireback employee (voluntary) to cover meal/rest breaks. The department head may elect to mandate to provide coverage.

32. JOINT DISCUSSIONS ON POLICY REVISIONS

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 Myers-Milias-Brown Act. These mutual, non-binding discussions are specifically limited to the following:

1. PBGH Health Plan Changes
2. Retiree Health Trust Fund
3. Amend Stanislaus County Personnel Policies that are subject to meet and confer

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

Association members except the item concerning 3.08.280e of the County Code.

33. SEVERABILITY

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

34. FULL UNDERSTANDING, MODIFICATION AND WAIVER

1. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understandings, and Agreements, regarding the matters set forth herein, whether formal or informal are hereby superseded and terminated in their entirety.
2. 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.
3. It is the intent of the parties that Ordinances, Board Resolutions, rules and regulations enacted pursuant to this Agreement be administered and observed in good faith.
4. 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 terms of this agreement.

## **Attachment A**

### **REDUCTION-IN-FORCE**

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

In the event that a Reduction-In-Force action is to be recommended in Emergency Dispatchers' 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 **Chief Executive Officer** 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 thereof. At the hearing, both the appellant and the County shall have the right to be heard publicly, to be

represented by Counsel and to present evidentiary facts. 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.

## 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 D

### **Enhanced Retirement Benefit Agreement between Stanislaus County And All Employee Organizations February 12, 2002**

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

#### 1. Effective Date

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

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

#### 2. Retirement Benefits

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

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

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

#### 3. Eligibility

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

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

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

4. New Tiers

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

Current Tier	New Tier
1	4
2	5
3	Remains 3

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

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

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

5. Tier III Provisions

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

Tier III employees/members electing to opt-in to Tier V shall have prospective Tier V membership and benefits effective March 9, 2002 or the start of the first full pay period after the election date, if later, with a “blended” service benefit of their Tier III service and their Tier V service from March 9, 2002 forward. Tier III employees/members who opt-in will retain their current Tier III age at entrance in StanCERA.

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

6. Second Election Period

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

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

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

7. Deferred Members Who Are Rehired

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

The deferred member shall be considered a “new hire” and be placed into the default Tier 5 effective with the first day of employment.

The deferred member must complete two (2) full years (4,160 hours) of service before their past service credit converts to the new tier.

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

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

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

A former member may redeposit withdrawn contributions pursuant to StanCERA’s buy-back/redeposit rules. Re-deposited contributions will remain at the original tier until the employee/member has completed two (2) full years (4,160 hours) of service in which time they shall convert to the new tier. For example, a person was previously a Tier I employee/member who terminated Stanislaus County employment and withdrew their accumulated contributions. This person is now rehired and will become a member of Tier V pursuant to Section 4. The employee/member re-deposits their Tier I contributions and after completing two (2) full years of service, the re-deposited contributions will now be upgraded to the higher benefit level.

9. Disability Provisions

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

The parties further agree that should a Tier III member opt-in to a Tier V as outlined in Section 4 “New

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

10. Election to Convert Prior Service Credit to New Tier

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

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

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

11. Final Compensation

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

12. Retirement Funding

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

13. Full Understanding

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

14. Severability

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

15. Grievance Provision

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

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

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

**Attachment E**

Health Insurance Agreement Between Stanislaus County and the  
California Association of Interns and Residents  
California Nurses Association  
County Attorneys' Association

Operating Engineers Local 3 representing the District Attorney Investigators Association  
Stanislaus County Deputy Probation Officers Association

Service Employees International Union Local 535  
Stanislaus County Deputy Sheriffs Association  
Stanislaus County Employees Association AFSCME/Local 10  
Stanislaus County Sheriff Supervisors Association  
Stanislaus Regional Emergency Dispatchers' Association  
Stanislaus County Sheriff's Management Association

**Health Insurance**

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

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

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

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

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

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

It is understood by the parties that these provisions fully set forth the agreement of the parties in matters of health insurance as herein specified. The parties agree that only through mutual agreement of all the parties to this agreement would discussion occur during the term of this agreement on health insurance matters. In the event that any of the current PBGH carriers contracted with Stanislaus County to provide health insurance coverage for their active employees elect to discontinue health insurance service in Stanislaus County or the County discontinues their contract with PBGH during any plan year, the County

will make a good faith attempt to replace these carriers from available alternate carriers. As in the past, the County agrees to meet and confer with the employee organizations over carrier changes.

**Flexible Credit for Dental, Vision and Supplemental Life**

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

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

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

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

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

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

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

**Additional Provisions**

Benefit deductions are taken out of 24 of the 26 paychecks each year. Benefits for new hires are effective the 1st of the month following date of hire. For terminated employees, benefits continue through the last day of the month of termination.

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 2005: