AGREEMENT BETWEEN THE COUNTY OF STANISLAUS AND THE STANISLAUS DEPUTY SHERIFF'S ASSOCIATION 2018-2021

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF STANISLAUS AND
THE DEPUTY SHERIFF'S ASSOCIATION (DSA)

This agreement is entered into between the County of Stanislaus and the Deputy Sheriff's Association (DSA) representing the Custodial Deputy Sheriff's Bargaining Unit.

Pursuant to the Employee relations Ordinance of the County and Section 3500 et seq. of the Government Code, the duly authorized representatives of the County and the DSA, 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:

TERRY WITHROW, CHAIR
Board of Supervisors

Jody Hayes
Chief Executive Officer

Ralph Ghimenti
Undersheriff

Tamara Thomas
Human Resources Director

Brandi Hopkins
Senior Management Consultant

Ron Lloyd
Custodial Lieutenant

Jennifer Jacquez
Management Consultant

Veronica Hernandez
Human Resources Manager

FOR DSA:

Paul Konsdorf, Labor Representative
Goyette and Associates

Pedro Beltran, DSA President
Sergeant-Custodial

Joe Alves
Deputy Sheriff-Custodial

Rodney Switzer
Deputy Sheriff-Custodial

Matthew Pettus
Deputy Sheriff-Custodial

DATE SIGNED June 11, 2019

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B. Health Insurance Agreement

C. Binding Arbitration of Discipline and Grievances (Excluding EEO Grievances)

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E. Side Letter Regarding Transition Deputy and Transition Sergeant Specialty Assignments

1. EMPLOYEES COVERED

This agreement covers the wages, hours, terms and conditions of employment for the term of the agreement for those employees in the classifications of Deputy Sheriff-Custodial and Sergeant-Custodial.

2. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect for thirty-six (36) months commencing on July 1, 2018 and ending on June 30, 2021.

3. NO STRIKE

The DSA, its members and representatives, agree that they shall not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or refusal to perform customary duties.

4. NON-DISCRIMINATION/FAIR REPRESENTATION

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

B. The DSA agrees to acknowledge its responsibility to fairly represent all employees in the bargaining unit without favor or discrimination based upon a protected class as described in Stanislaus County's Equal Employment Opportunity/Non-Discrimination Statement approved annually by the Board of Supervisors in compliance with Federal and State laws. The County acknowledges and agrees that it shall not discriminate or take adverse action against employees because they are members of the Union, participate in lawful Union activities or exercise their right to Union representation.

5. SAFETY PROGRAM SUPPORT

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

6. COUNTY RIGHTS

Stanislaus County retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of the departments of County government and all of their various aspects, including, but not limited to the right to direct the work force; to plan, direct, and control all of the operations and services of the County; to determine the methods, means, organization,

and schedule by which such operations and services are to be conducted; to assign and transfer employees within the various departments; to hire, promote, suspend, demote, discharge, reprimand, and evaluate employees; to relieve employees from duty due to lack of work or other legitimate reasons set forth in the County reduction-in-force policy; to change or eliminate existing methods, equipment, or facilities in order to maintain or increase the efficiency of governmental operations; and to exercise complete control and discretion over its organization and the technology of performing its work. Nothing contained herein shall be construed to preclude meeting and conferring between employer and employee regarding the practical consequences that decisions on these matters may have on wages, hours, terms, and conditions of employment.

7. COMPENSATION

A. Salary

1. **Salary Increase**

Effective the beginning of the first full pay period after Association ratification and Board of Supervisors approval on the regular agenda but no sooner than July 1, 2018, the employees shall receive a salary increase of three percent (3.0%). Additionally, the employees shall receive one percent (1.0%) equity pay.

Effective the beginning of the first full pay period following July 1, 2019, the employees shall receive a salary increase of three percent (3.0%).

Effective the beginning of the first full pay period following July 1, 2020, the employees shall receive a salary increase of three percent (3.0%).

B. Salary Administration

1. 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, shall be clarified as follows: Such an employee's salary shall be returned to the same step in the appropriate salary range as had been held prior to the promotion, demotion or transfer. Employee salary review date, if applicable, shall be adjusted by the equivalent number of months during which an employee did not hold the classification to which he or she is returning.

2. The parties agree to two amendments to County policy concerning salary administration. Former step advancement policy read: "Employees shall be eligible for advancement to the second step of their salary range on their anniversary date after one year of continuous service at the first step. Eligibility for advancement shall be on an annual basis thereafter until the employee reaches the maximum salary step on the appropriate range". The parties agree the second sentence is amended to read as follows: "Eligibility for

advancement to subsequent salary steps shall 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 second change concerns the County's policy of postponing the employee's anniversary date by the number of months during which an employee was granted a leave of absence without pay. The parties agree to a change in this policy so that any leave of absence without pay, or other time off without pay exceeding fifteen (15) calendar days, shall cause the employee's anniversary date to be postponed by the equivalent number of calendar days.

C. Salary on Promotion

The County shall continue to guarantee a five percent (5%) minimum salary increase on promotion in accordance with the existing County Code provisions. Effective July 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 five percent (5%) increase. This provision shall apply when promotions to classifications within the bargaining unit occur or promotion to classifications assigned to bargaining units containing this provision.

D. On-Call Pay

Any member of this bargaining unit who is required to stay available and accessible in an on-call capacity shall be compensated for this on-call assignment.

A member is deemed “available and accessible” when:

- they can leave their residence within thirty (30) minutes and respond in a reasonable time, and
- there is no alcohol impairment

Members of this bargaining unit shall be compensated two hundred fifty dollars ($250.00) for each seven (7) day period of on-call assignment. If the on-call assignment is for less than a full seven (7) day period, on-call pay shall be paid on a per diem basis.

The on-call assignment must be authorized by the manager of the unit prior to the assignment.

E. Overtime

1. For employees on a 3/12, 4/10, or a 5/2 schedule, overtime is paid at a rate of time and one-half of the employee’s regular rate of pay for all time beyond 80 hours in a pay period.

In calculating overtime eligibility, sick leave time taken shall not be considered as time "worked". All other forms of paid time off in the form of vacation time, compensatory time, bereavement leave, jury duty, holiday pay, military leave, etc. shall be considered time "worked" for the purpose of overtime eligibility.

2. When an employee exceeds their scheduled work hours, the Department may flex the employee's remaining work schedule in the pay period for up to four (4) hours without mutual agreement of the employee. When an employee has accumulated over four (4) hours of additional work in the pay period, or for any additional work performed on a non-scheduled work day, the employer may flex the employee's remaining work schedule in the pay period by mutual agreement.

3. An employee ordered to work on a regular day off (RDO), a compensatory time off (CTO) day, or approved vacation day, shall be compensated at time and one half for time worked. An employee who volunteers to work on a RDO, CTO or vacation day, shall be paid in accordance with Section 7 (F-1) of the agreement.

F. Compensatory Time Off (CTO)

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 overtime for hours worked.

Compensatory time may be accrued to a maximum of two hundred and forty (240) hours. Accumulation of CTO in excess of the maximum shall be paid. Employees may submit requests at a minimum of eight (8) hours to cash out accumulated compensatory time. The County shall cash out such request in the following pay period in which it is received.

Employees may be permitted to use CTO within a reasonable period of time of a request as long as the request for time off does not unduly disrupt department operations. The department shall make a good faith effort to approve the request and notify the employee as soon as practical. If vacation relief or other coverage is not available, the request shall be posted and/or made available for voluntary coverage.

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.

G. Call-back

The parties agree that the three (3) hour minimum call-back shall apply to members of the bargaining unit in any official call-back situation.

H. Court Pay

Any deputy summoned to court or hearing during his or her off-duty time arising from the course and scope of employment shall be compensated at time and one-half.

Any appearance during an employee's off-duty time during the a.m. hours shall be compensated once with a minimum of four (4) hours at time and one half. Any time spent beyond four (4) consecutive a.m. hours shall be compensated at time and one half.

In addition, any appearance during an employee's off-duty time during the p.m. hours shall be compensated with a minimum of four (4) hours at time and one half. Any time spent beyond four (4) consecutive p.m. hours shall be paid at time and one half.

The minimum as described above shall only be paid for appearances that are one (1) hour or more beyond the beginning or ending of a regularly assigned shift. Appearances that are within one (1) hour of the beginning or ending of a regularly assigned shift are considered continuation of shift and shall be compensated at time and one half.

Employees subpoenaed to appear in court shall call in to the Sheriff's Department within twenty-four (24) hours prior to the day of the required court appearance in order to determine whether the subpoena has been canceled. Should the employee fail to call the Sheriff's Department within the twenty-four (24) hour period and appear at court for a case which has been canceled, court pay shall not be paid to the employee.

The twenty-four (24) hour time frame for call-in to the Sheriff's Department shall be a window period of 5:00 p.m. to 12:00 a.m. (midnight) of the day preceding the required court appearance. The employee shall be paid court pay if he or she calls within the required time period, is told to appear, and then the case is canceled.

I. Custodial Level I/II Certificate Pay

Effective at the beginning of the first full pay period after Association ratification and approval by the Board of Supervisors in open session but no sooner than the first full pay period after July 1, 2018:

Employees who possess a Custodial Level I Certificate shall receive five percent (5.0%) of base salary.

Employees who possess a Custodial Level II Certificate shall receive seven and one-half percent (7.5%) of base salary.

J. Acting Sergeant Compensation

The parties agree that the Sheriff may designate Deputy Sheriffs-Custodial to perform the duties of acting Sergeant-Custodial. Upon such designation the employee shall receive, in addition to base pay an assignment pay equal to seven and one-half percent (7.5%) for each full hour of service in such assignments, provided that no claim for this additional compensation shall be made by the employee for work performed of less than two hours per occurrence.

K. Retirement

Safety Employees Tier 5 Retirement Plan. Members of the bargaining unit employed prior to January 1, 2011 and with service retirement credit greater than zero shall receive upon retirement three percent (3%) of base salary at age fifty (50) calculated on the single highest twelve (12) consecutive months.

Safety Employees Tier 2 Retirement Plan. The Tier 2 retirement plan for all newly hired members of the bargaining unit is reinstated effective between January 1, 2011 and December 31, 2012. Safety Tier 2 benefits include the two percent (2%) at age fifty (50) retirement benefit per Government Code Section 31664 and final average compensation calculated on the highest thirty-six (36) consecutive months.

Safety Employees PEPRA Tier 6 Retirement Plan. Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), the County shall provide the StanCERA Tier 6 retirement plan (2.7% at 57) for Safety employees hired on or after January 1, 2013. Final compensation will be based on the average of the highest wages earned in any thirty-six (36) consecutive months.

Employees who are rehired/reinstated with the County after the implementation of Tier 2 on January 1, 2011 or Tier 6 on January 1, 2013 and have met the necessary membership criteria to be placed in their former retirement tier shall be eligible for placement in that former tier. In general, current legal standards allow rehired employees the opportunity to reinstate into their former retirement tier as long as the individual member either has left his retirement contributions on deposit since his prior period of County service or elects the redeposit of withdrawn retirement contributions plus applicable interest. The membership tier will depend on the employee's/member's individual circumstances and prior retirement selections. Employees who are rehired/reinstated with the County after January 1, 2011 are encouraged to confirm their membership status and retirement tier reinstatement options with StanCERA.

Public Employees' Pension Reform Act (PEPRA). On January 1, 2013 the Public Employees' Pension Reform Act (PEPRA) went into effect. Included in this act is a provision that requires New Members to pay at least 50% of normal cost and prohibits employers from paying this contribution on the employee's behalf [Govt. Code Sect. 7522.30(c)]. This measure defines a new member as: an individual who has never been a member of any public retirement system prior to January 1, 2013; an individual

who moved between retirement systems with more than a 6-month break in service; and, an individual who moved between public employers within a retirement system after more than a 6-month break in service.

Employee retirement contribution rates are established by the Stanislaus County Employee Retirement Association (StanCERA)

In order to become compliant with PEPRA, all members of the bargaining unit will pay the full employee retirement contribution rate and the County will no longer pay the Employer Paid Member Contribution (EPMC). The specific employee retirement contribution will vary for each employee based on their individual retirement tier and age of entry into the retirement system. The current average member contribution for all Safety employees is 13.37% of retirement contributable income. In exchange for the County eliminating the current EPMC, the County will increase base compensation by 1% (one percent) for each 1% (one percent) of the overall average employee retirement contribution that will now be paid by each employee in the bargaining unit. For those safety units where the County currently pays 100% of the employee's retirement contribution, the County will use the overall average 13.37% safety employee contribution rate to calculate the wage increase, for a total base wage adjustment of 13.37% (13.37% X 1%). The parties recognize this wage adjustment and the elimination of the EPMC will have varying impacts on bargaining unit members as some members will have individual retirement contribution rates below or above the average for all safety members

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 three and three quarters percent (3.75%) as the retirement pick-up amount utilized in the "30-year pay" calculation to determine the level of compensation the employee will receive.

L. <u>Special / Collateral Assignment Process</u>

Other than provided in this MOU, the number of Special or Collateral assignments receiving special pay and those which shall be renewed are at the sole discretion of the Sheriff and such decisions shall not be subject to the grievance procedure. Assignments shall be for a specific term as set below. Assignments may not be renewed and deputies may be removed from a special assignment at the sole discretion of the Sheriff without appeal except as expressly provided herein.

1. A Special Assignment is defined as an assignment in which an employee is removed from routine line staff duties and accepts responsibility of an assignment on a regular fulltime basis that is unrelated to routine line staff duties. A Collateral Assignment is defined as an assignment in which an employee performs regular fulltime duties as assigned and in addition, accepts responsibility of an assignment on a part-time basis.

The Department shall announce openings in any paid or un-paid Special Assignment or Collateral Assignment prior to appointment. The announcement shall contain the minimum requirements for eligibility, management preferences, selections process (e.g., testing and interviews), relevant dates and specific term (i.e., number of months) of the assignment.

Employees must submit a memorandum of interest in order to be considered for the position. The Department shall only consider candidates who submitted memorandums of interest in a timely manner for the position. The Department shall determine which candidates are eligible for the position and maintain sole discretion in its selection of eligible candidates for the position. However, if the Department does not receive any memoranda of interest from any eligible candidate for an opening, it may assign an employee at its sole discretion.

Special Assignments shall commence/conclude at shift change, except in case of emergency or operational requirements of the Department (i.e. promotion, termination).

Deputies assigned to a Special Assignment will not be eligible for the Collateral Assignment of Facility Training Officer. Sergeants assigned to a Specialty Assignment will be eligible for the Collateral Assignment of Facility Training Officer. Employees assigned to a Special Assignment will be eligible for the collateral assignment of Vacation Relief Classification Deputy, but will only be eligible for VR classification pay while working a classification assignment.

2. Terms

Terms – Deputy Sheriff Custodial

Collateral Assignments		
Assignment	**Duration**	**Specialty Pay**
C.E.R.T.	Indefinite	N/A
Defensive Tactics	Indefinite	N/A
Dive Team	Indefinite	2.5%
Facility Training Officer	Indefinite	2.5%
Firearms Instructor	Indefinite	N/A
Honor Guard	Indefinite	N/A
Hostage Negotiator	Indefinite	2.5%
Vacation Relief Classification	Indefinite	2.5%**

**When assigned to specialty assignment; only receive 2.5% when working classification.

Specialty Assignments		
Assignment	**Duration**	**Specialty Pay**
Canine Unit	Service life of the canine	2.5%
Classification	2 – 7 years	2.5%
Court Bailiff	3 – 5 years	N/A
Court Holding	2 – 3 years	N/A
Designated Range Master	2 – 3 years	2.5%
Facility Operations	2 – 3 years	2.5%
Gang	2 – 5 years	2.5%
Jail Alternatives	2 – 3 years	N/A
Jail Based Competency Treatment	2 – 3 years	N/A
Landscape	2 – 3 years	N/A
Medical/Clinic	2 – 3 years	N/A
Mental Health	2 – 3 years	N/A
Police Activities League Appointment by the Sheriff. Open to all Department employees	Indefinite	N/A
P.R.E.A.	2 – 5 years	2.5%
Programs	2 – 3 years	N/A
Roadside	2 – 3 years	N/A
Scheduling	2 – 3 years	2.5%
Statewide Transportation	3 – 5 years	2.5%*
Supply	2 – 3 years	N/A
Title 15 Compliance	2 – 3 years	2.5%
Transportation	2 – 3 years	2.5%*

*With Class B License

Terms – Sergeant Custodial

Collateral Assignments		
Assignment	**Duration**	**Specialty Pay**
C.E.R.T.	Indefinite	N/A
Defensive Tactics	Indefinite	N/A
Dive Team	Indefinite	2.5%
Facility Training Officer	Indefinite	2.5%
Honor Guard	Indefinite	N/A
Hostage Negotiator	Indefinite	2.5%

Specialty Assignment		
Assignment	**Duration**	**Specialty Pay**
Administration	2 – 3 years	2.5%
Background Investigator	2 - 5 years	2.5%
Classification	2 – 3 years	2.5%
Court Holding	2 – 3 years	2.5%
Facilities Operations	2 – 3 years	2.5%
Internal Affairs	2 – 5 years	2.5%
Jail Alternatives	2 – 3 years	2.5%
Program	2 – 3 years	2.5%
STC Training Coordinator	2 – 3 years	2.5%
Support Services	2 – 3 years	2.5%

Once an employee has been appointed to a Special Assignment which he or she requested, the employee commits to serving the term of the Special Assignment identified in the Department's notice. Special assignments may be extended for an additional two (2) years beyond the identified term based upon Department need and discretion.

The date in which an employee starts the special assignment is known as the anniversary date. Excluding removal for cause, additional compensation shall start on the anniversary date and continue on an annual basis up to each anniversary date. Annual reappointments to continue a special assignment must be approved by the Sheriff. Failure to approve reappointment to continue a special assignment is not subject to the grievance procedure.

The Department maintains the right to reassign personnel based on the Sheriff's discretion. Employees shall not involuntarily have a Special Assignment changed without fourteen (14) days prior notice except in the case of unforeseen circumstances.

The Department shall announce selected candidates for Special Assignments one (1) month prior to the commencement of shift bidding unless the incumbent employee is retained in the position in accordance with the MOU.

Promotion, voluntary removal, removal upon an annual anniversary or a standard transfer at the conclusion of a term is not subject to appeal.

An employee may request to be removed from a Special Assignment. However, except for operational needs of the Department, all employees vacating a Special Assignment shall be assigned to line staff for a minimum of six (6) consecutive months prior to any other Special Assignment.

Removal from a special assignment resulting in a loss of additional compensation prior to an annual anniversary, during a term of assignment or removal for disciplinary reasons is subject to appeal and may be appealed

under the applicable procedures set forth in the Memorandum of Understanding or under the procedures in the Public Safety Officers Procedural Bill of Rights Act (POBR). In all cases, upon the request of the employee, a meeting shall be scheduled with the Sheriff or his designee to review the facts regarding non-renewal or removal of appointments.

Temporary training assignments for less than ninety (90) days are not subject to special pay. However, temporary assignments (other than for training purposes) for less than standard assignment periods are permitted and shall be subject to special pay. If an employee is assigned as acting Facility Training Officer (including in-service training instructor) or Classification Deputy for four (4) hours or more of a shift, specialty assignment pay shall be paid for the entire shift.

1. The parties agree that there is no compensable off-duty work being regularly performed in connection with at least the following assignments which receive a special pay premium: Dive squad, Internal Affairs Unit, Background Investigator, Hostage Negotiator, Facility Training Officer, Classification Deputy, and Transportation Deputy. In the event it is finally determined by a Court that, contrary to the County's understanding, some compensable work was being performed, all such work will be compensated at minimum wage. Further, DSA agrees that the special pay premium will be applied, to the fullest extent allowed under the law, as compensation in full satisfaction of any such claim that is determined valid by a court of competent jurisdiction. This section shall not diminish any employee's right to compensation for work specifically assigned to be performed outside of the employee's regularly scheduled duty hours.

2. The parties agree that pursuant to the terms and conditions set forth in the Settlement Agreement and Release of All Claims Relating to the Canine Handlers ("Canine Agreement"), effective January 13, 1997, each represented employee who is assigned as a canine handler and has a dog assigned to his or her care, training, and upkeep, shall be paid eighteen (18) minutes per day at the regular rate of pay for care, grooming and transportation. This work, when performed over and above the designated work period, shall be compensated at time and one half of the canine handler's regular rate of pay. All other terms and conditions set forth in the Canine Agreement remain in full force and effect.

3. The additional compensation as described herein shall be earned by one incumbent for as many special assignments the Sheriff assigns and approves.

4. Such assignment pay shall not be paid: (a) during periods of absences for disability leaves (including, without limitation, 4850 leave): (b) unpaid

leaves of absences: or (c) any time during which the employee is unable to perform the assignment for a full pay period.

M. Bilingual Certification Pay

1. The County will designate certain languages as eligible for bilingual certification. The County currently recognizes the following languages: Spanish, Cambodian, Laotian, Hmong, Greek, Assyrian, Farsi, Russian, Vietnamese, Portuguese, and Sign Language. The County's Chief Executive Office may designate other languages as needed. Employees asserting their competence in any County designated bilingual language shall be given the opportunity to test for bilingual certification. The County Chief Executive Officer (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 Sheriff. Employees who pass the test will be certified as bilingual.

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

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.

4. Bilingual pay shall not be paid during periods of absences for disability leaves (including, without limitation, 4850 leave) or unpaid leaves of absence during which the employee is unable to perform the assignment for a full pay period.

8. DAYLIGHT SAVINGS TIME

The parties agree upon daylight savings time change, employees who are at work during the hour that the time change occurs shall be compensated for the time actually worked.

9. EMPLOYEE WORK SCHEDULES

The parties agree to implement a 12-hour work shift in all custodial facilities. The new schedule will apply to positions as identified by the department and will include seven 12-hour work shifts in each two-week pay period to be paid as straight time. Overtime is paid at a rate of time-and-one-half of the employee's regular rate of pay for all time worked per MOU definition in Section 7-F-1 beyond 84 hours in a pay period in compliance with section 207(k) of the Fair Labor Standards Act.

Upon implementation of the new shift schedule, the County agrees to pay double-time for any employee who is working a 12-hour shift pattern in the following circumstances:

Any mandated work beyond 16 hours during a single shift.

Any mandated work that occurs during the middle day(s) on any three or four day off rotation.

The Department will endeavor to not schedule training days during weeks of major holidays and peak vacation periods, and training days will not be scheduled during the academic spring break (the week before and after Easter) excluding training that is legally mandated by changes in law or regulation that requires an immediate deadline. In-service training scheduled on an employee's regular day off will be a minimum of eight (8) hours. If an employee fails to attend an assigned class, a make-up training day may be less than eight (8) hours. Overtime on training days will be based on time worked per MOU definition in Section 7-F-1 as noted above.

If an employee is ordered in on a regular day off and is unable to report for duty due to personal or family illness, the employee will have sick leave reduced from their sick leave accruals without additional compensation on an hour-for-hour basis or the number of hours of the ordered shift to be covered. If a doctor's note for the day of the illness is submitted with the timecard, the time off will be without pay, however, the sick leave accrual balance will not be reduced.

Specific shift bidding and call list procedures are attached to this MOU as Attachment E and may be modified during the term of this agreement upon mutual agreement of the parties.

The parties agree to meet and confer upon the request of either party during the term of this agreement to address any issues associated with the implementation of 12-hour shifts.

10. RDO (REGULAR DAY OFF) CALL IN LIST

A. The Department will establish a division wide Call in List to fill required posted positions and / or minimum staffing level vacancies resulting from unforeseen circumstances and emergency situations. The Call in List will be in addition to each facility extension of shift overtime list (Bubble list). The Call in List shall not be used to cover Vacation or Comp time.

B. Employees will receive a minimum of 72-hour notice when scheduled to perform work on a regular day off (RDO).

C. Employees working a 12-hour shift pattern that are called in on their RDO will be assigned to shifts within their normal work hours.

D. Employees assigned to an 8 or 10-hour shift pattern that are called in on their time off shall be assigned to shifts within their normal shift hours up to two hours before and after their normal shift times.

E. Employees will be assigned based on current facility and training clearance.

F. Employees shall only be required to work a maximum 6 hours of called in time on a Regular Day Off (RDO) but may volunteer for additional work hours.

G. The Call in List will be established in reverse seniority with those with the least amount seniority at the top of the list. For every increment of 4 hours of any overtime activity excluding overtime related to In-Service Training will allow an employee to move to the bottom of the Call in List.

   a. Any overtime work of four hours or more (other than In-Service Training), whether voluntary or ordered, will be entered into the Overtime List and move an employee to the bottom of the Overtime List.

   b. An Employee who is ordered to work on a regular day off will have the box marked as having been ordered, whether the employee works the time or exchanges "in lieu" accruals described in paragraphs 3-5 below.

   c. An employee may elect to exchange Sick Time, Compensatory Time Off, or Vacation accruals in lieu of performing an assigned overtime shift on regular days off, the "exchange" on an hour-for-hour basis for the number of hours of the shift to be covered. Whether exchanging Sick Time, Compensatory Time Off or Vacation, employees must have the appropriate accruals in their leave banks.

   d. The exchange of accrued Sick Time, and now the exchange of accrued Compensatory Time Off or accrued Vacation, in lieu of performing an RDO shift, will move an employee to the bottom of the Overtime List.

   e. The Overtime List in ICJIS is used to determine all ordered overtime, with the following exception related to shift extensions:

      i. Overtime to come in early or stay over (shift extension) is still facility specific and does not allow for the in-lieu exchange of accrued Sick Time, Compensatory Time Off or Vacation.

      ii. Overtime on a regular day off is still Division wide and does allow for the in-lieu exchange of accrued Sick Time, Compensatory Time Off, or Vacation.

   f. The number of ordered overtime RDO's will no longer be a consideration when determining who is to be ordered next on the Overtime List. The employee closest to the top of the list who meets the requirements of the overtime assignment of a position enabling someone else on duty to sill the overtime assignment (i.e., cleared at facility, present for shift extension, etc.) will be ordered to perform overtime.

   g. All employees shall be subject to mandatory call-ins on paid holidays to meet the needs of the department. Employees who work a 5/2 schedule and are not required to work but are ordered in on an observed County holiday will be paid up to the maximum value of the holiday plus time-and-one-half for each hour worked.

H. The list of available overtime shall be posted 14 days prior to the start of the pay period.

11. SHIFT BIDDING

A. Employees shall be eligible to participate in seniority shift bidding that includes facility transfer options. During the shift bidding process employees will bid by seniority for shifts (12 hour) at their current facility. Each employee will also select their preference to Option #1 and Option #2 transfer options.

Option #1

- "YES" If first choice not available at current facility, request transfer to another facility to obtain first choice if available by seniority.
- "NO" If first choice not available at current facility, request second choice at current facility.

Option #2

- "YES" If second choice not available at current facility, request transfer to another facility to obtain second choice if available by seniority.
- "NO" If second choice not available at current facility, continue with next choice(s) at current facility.

B. Employees electing the facility transfers options #1 or #2 will not have a choice of facility and will be assigned based on department needs and staffing requirements.

C. Employees who cannot obtain shift bidding preference at their current facility due to seniority ranking may be transferred to another facility based on department needs and staffing requirements.

D. Employees assigned to the Vacation Relief Deputy assignment shall be eligible to bid by seniority for days worked / off shift pattern only.

E. All employees will be assigned to a facility based on the departments needs and for training purposes. These employees will be eligible to participate in seniority shift bidding for shift pattern and shift schedule at their assigned facilities.

F. Shift Patterns and Start Times:

- A 4-on, 4-off, 3-on, 3-off shift pattern will be utilized for those employees working a 12-hour shift schedule.
- "A" Days / Grave will be scheduled off Thursday, Friday, Saturday and every other Sunday.
- "B" Days / Graves will be scheduled off Monday, Tuesday, Wednesday and every other Sunday.
- Dayshift (Shift #1) will start at 6:00 a.m., Graveyard (Shift #2) will start at 6:00 p.m.

12. HOLIDAY/VACATION TIME PROVISIONS

A. County Holiday Policy

1. The County recognizes the following holidays, which are valued at eight (8) hours each (for a total of 84 hours). Holiday time taken off is on an hour-for-hour basis.

   January 1, New Year's Day
   Third Monday in January, Dr. Martin Luther King Jr. Day
   Third Monday in February, Presidents' Day
   Last Monday in May, Memorial Day

July 4, Independence Day
First Monday in September, Labor Day
November 11, Veterans' Day
Thursday in November designated as Thanksgiving Day
Day after Thanksgiving Day
December 24, Christmas Eve (4 hours)
December 25, Christmas Day

2. Employees are entitled to four (4) hours of holiday time when Christmas Eve falls on any day of the week except Saturday or Sunday. Employees required to work full shifts, including Saturday or Sunday, on Christmas Eve shall be credited with four (4) hours of vacation time.

3. The parties recognize that only the immediate days of mourning or holiday declared by the President and Governor shall be County holidays in addition to the specific list of holidays above. The County may add holidays or additional hours beyond the minimums set forth in this agreement.

4. Employees must be in a paid employment status on the day before and the day after a holiday in order to receive holiday pay or holiday credit.

5. If January 1st, July 4th, November 11th, or December 25th occurs on a Sunday, the following Monday shall be observed as the holiday for employees assigned to a 5-2 (Saturday & Sunday off) work schedule.

6. If January 1st, July 4th, or November 11th occurs on a Saturday, the preceding Friday shall be observed as the holiday for employees assigned to a 5-2 (Saturday & Sunday off) work schedule.

7. Employees who are required to work on a recognized holiday, as determined by their work schedule, shall be entitled to equivalent vacation time off up to the maximum value of the individual holiday. For purposes of determining holiday credit, employees on a traditional 5-2 schedule (Saturday and Sunday off) will use the observed holiday while employees on shift schedules (alternate 5-2 shifts) will use the actual holiday.

8. Employees working 12-hour shifts (to be implemented in February 2015) will not be provided any paid holidays, holiday credit or half-time holiday pay for working on any County holiday. In lieu of receiving any time off or half-time pay, the County agrees to pay each employee on a 12-hour work shift the equivalent of 100 hours of annual holiday pay (combination of 84 recognized holiday hours and 16 floating holiday hours) to be paid over 26 equal payments per year with each pay period and based on the employee's regular hourly rate. Holiday in-lieu pay will not be paid for any pay period in which the employee is on unpaid leave for a full pay period.

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 E 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. Shall be cashed out upon the employee's termination.

C. Vacation Accumulation Maximum

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

The parties agree that employees who have reached the four hundred fifty (450) hour vacation accumulation maximum shall not accrue any additional vacation time. Accrual of vacation time shall again commence in the pay period that the employee's vacation time has fallen below the 450 hour maximum. It is the policy of the County that the 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 shall receive notification of vacation accrual balances bi-weekly through the employee’s paycheck advice notice. Employees are encouraged to request vacation upon nearing the vacation accumulation maximum of four hundred fifty (450) hours pursuant to department procedures.

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

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

D. Limited Cash Conversion

The parties agree that employees with one hundred (100) or more hours of accrued vacation on the records may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year.

Such conversions may be granted upon approval of the Department Head. Consideration will be given for circumstances of the employee's request (i.e. emergency, last year of service, etc.) and department's budget constraints.

E. Vacation Accumulation Rate

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

3.08 hours per pay period (ten (10) days a year) for the first through completion of the second year of continuous services.

4.62 hours per pay period (fifteen (15) days a year) for the third year through and including the tenth year of continuous service.

6.16 hours per pay period (twenty (20) days a year) for the start of the eleventh year through and including the twentieth year of continuous service.

7.70 hours per pay period (twenty-five (25) days a year) for the twenty-first (21st) year of continuous service and thereafter until separation from County service.

In addition, employees shall earn sixteen (16) hours of "special" vacation time each calendar year in lieu of optional holiday time. "Special" vacation shall be earned in addition to the regular vacation and shall be earned by prorating said amount over twenty-six (26) pay periods.

F. DSA Time Bank

The parties agree that a DSA time bank has been established for the purpose of authorizing DSA members to request use of this time for DSA business as determined by the DSA President. Any use of DSA time bank shall be approved by the DSA President prior to submission of the request. Time bank does not include time used by the DSA for meet and confer with the Sheriff or the County.

Time bank requests shall be submitted and approved consistent with the Sheriff's existing policy for approval of vacation time. The DSA time bank request shall be approved unless staffing is required on an overtime basis in order for the request to be approved. The Sheriff reserves the right to approve time bank requests which incur overtime costs. DSA time bank shall not supersede previously approved vacation requests of other Sheriff's personnel.

During the first full pay period that begins in January of each year, each employee covered by this MOU shall contribute an equal amount of hours, or a portion thereof as determined by the DSA President, up to three (3) hours of vacation leave to the DSA time bank. This time, if not utilized by the DSA within the year it is contributed, shall not be returned to the contributing members, nor shall this time be subject to cash-out, but rolled over to the next year's DSA time bank.

The Sheriff shall allow eighty (80) hours of release time on an annual basis for mutual business that benefits both the County and the DSA. This release time is in addition to the DSA time bank. The use of the County-contributed hours must meet existing County rules and shall be used by the designated eligible DSA officers for the benefit of the Deputy Sheriff's Association and the County.

The DSA shall hold the County and its officers and employees harmless for transferring the vacation time from employees covered by this MOU as provided for in this Section.

13. SENIORITY FOR SHIFT BIDDING AND VACATION BIDDING

A. For the purpose of shift bidding and vacation bidding, seniority order is determined as follows:

1. Date sworn in (oath of office), even if this date is different from hire or start date.

2. If multiple individuals are sworn in on the same day, the following order shall apply:

a. Individuals with prior full-time County service in the classification of Deputy Sheriff-Custodial are placed in order based on length of service. In the event of a tie, the individuals will draw random numbers and be placed in order based on the drawing.

b. Lateral hires with prior full-time service are placed in order based on years of service with another Agency as a sworn peace officer. In the event of a tie, the individuals will draw random numbers and be placed in order based on the drawing.

c. All others will draw random numbers and be placed in order based on the drawing.

B. For the purpose of shift bidding and vacation bidding, seniority is defined as time in current classification and higher classification series (Deputy Sheriff Custodial, Custodial Sergeant, and Custodial Lieutenant). When a member is promoted, that member shall start a new date of seniority in that classification. However, when a member is voluntarily or involuntarily demoted in this classification series, that member shall retain the time in service from the higher classification. Where two or more employees have equal seniority, then total County seniority shall determine the

order of seniority. An agreed upon lottery system will be used to determine seniority in case of a tie.

C. Any break in full-time employment (excluding paid/unpaid leave of absences) from this classification series shall be considered a break in service for purposes of calculating seniority. Employees returning to the bargaining unit after a break in service will start with no time in service for the purpose of calculating seniority. In the event an employee is transferred or promoted to another classification series and voluntarily or involuntarily returned to this bargaining unit, previous time in the Custodial classification series is retained for calculating seniority while time worked outside the Custodial classification series is not calculated.

D. Employees who are reinstated from a disability retirement will be reinstated back to their total seniority accumulated prior to retirement. Employees reinstated from a disability retirement will not be granted any seniority time for their time spent as a retiree.

E. Seniority provisions for Reduction-in-Force (RIF) are contained in the Reduction-in-Force Policy located in Attachment A of this MOU.

14. SENIORITY SHIFT PREFERENCE

Shift Bidding

The shifts shall be approximately six (6) months in duration with shift rotations to occur in February and August of each calendar year.

Each shift shall be bid/requested bi-annually on the basis of seniority starting during the months of January and July each year. The shift request roster shall be posted a minimum of forty-five (45) calendar days prior to the start of the shift rotation and maintained for employee viewing for a minimum of fifteen (15) calendar days. All employees, including those on approved leave of absence, may submit bi-annual bids for seniority shift preference during the months above. Once bid requests are collected, a new shift assignment roster shall be posted a minimum of fifteen (15) calendar days prior to the first date of shift rotation. Shift exchanges between consenting employees may be allowed with the approval of the unit commander. However, exchanges shall not affect other employee's seniority.

All bidding will be completed by January 31st and July 30th.

Shift bidding dates may be modified based on a reduction-in-force action by mutual agreement of both parties.

Employees out on extended family medical leave, military leave, disability, or 4850 must have a release to full duty without limitations effective within thirty (30) days after the shift changes occur to be eligible to exercise seniority for their shift preference. These releases must be turned in a minimum of twenty-one (21) days prior to the effective date of the shift change. Employees not meeting the requirement of submitting an appropriate release twenty-

one (21) days prior to shift change may not be given shift preference but assigned to the needs of the Department.

Staff not meeting these requirements may not be given their shift preference over the needs of the department.

For the purpose of shift bidding and facility assignment, female deputies are assigned as follows:

A. There will be a sufficient amount of female deputies assigned to the Public Safety Center (PSC) in line staff positions to stay in compliance with Penal Code Sections 4020.4 and 4021.
B. The Bureau of Administrative Services Commander will endeavor to meet the female staffing requirements of one (1) female deputy per each female housing unit on each shift based on Title 15 compliance, female inmate population, and the facility-housing unit needs (currently PSC houses females in four units).
C. The female deputies will be assigned to shift and color day off based on seniority and facility need.
D. The County agrees to meet and confer with the Union to discuss staffing requirements for females during the shift bidding process for the implementation of the 12-hour shifts and to update any outdated language in this section.
E. A female deputy that is displaced, due to compliance with female staffing requirements as noted above, from the shift she would have been given based on seniority bidding will receive five percent (5%) female displacement pay for the term of the shift rotation.

The Department shall reserve slots on each of the shifts for Classification Deputies. Deputies may bid for their preferred shifts based on the seniority as defined in Section 11.

Employees assigned to Special Assignments prior to or after shift rotation, shall fill open vacancies within their special assignments without affecting other employees already assigned in the unit. In the event there are multiple vacancies within a Special Assignment, vacancies shall be assigned by seniority bidding. The “start date” for employees assigned to a Special Assignment after a shift rotation shall be the subsequent shift rotation. The Department will endeavor to provide notice to employees who are removed from Special Assignments in a timely manner in order for those employees to participate in the shift bidding process. Employees who are removed from a Special Assignment outside the shift rotation period are entitled to fill any line staff vacancy within the facility they are assigned. Employees assigned to the Classification Unit shall be allowed to bid for shifts within their Unit and not be limited to a facility.

Prior to shift change, if the Department determines a need for a Field Training Officer to fill a vacant position, the Department shall first seek volunteers from the FTO’s in order to fill such positions. In the event the Department needs to reassign an FTO involuntarily prior to or after shift change, the Department shall use reverse seniority, meaning the FTO with the least seniority shall be reassigned. Female FTOs may be exempt if sufficient female coverage is not available to train female deputies at the PSC. However, in no event shall a FTO be

involuntarily reassigned more than once in a twelve (12) month period from the date of reassignment.

Deputies shall not involuntarily have their shifts or special assignments changed without fourteen (14) days prior notice except in the case of unforeseen circumstances. This excludes scheduled shift changes pursuant to Section 12 of the agreement.

15. VACATION REQUESTS

A. Seniority Requests

All seniority vacation requests shall be submitted during the month of November for the following year and returned as soon as possible, but no later than, the last day of December.

The Department shall make a good faith effort to approve seniority vacation requests.

Employees can provide one (1) priority and two (2) alternate seniority requests listed in order of priority on the request from.

Seniority may only be exercised for one continuous block of time per calendar year.

B. Standard Requests

All standard vacation requests will be processed on a first come, first served basis.

C. Approved Vacations

After any vacation request is approved it will remain approved except in unforeseen circumstances or in an emergency at which time those vacations scheduled during that period may be re-called.

16. LEAVES OF ABSENCE

A. Leaves of absence without pay may be approved for probationary employees. Further, as a condition for a leave of absence without pay to continue, the County may require the employee on leave to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved.

B. Unpaid leaves of absences, or other absences (other than paid vacation), greater than three (3) weeks shall not count toward the minimum service period required to achieve permanent status.

C. The parties further agree that the County's leave of absence policy shall change to reflect the fact that the granting of any unprotected leave of absence without pay or other time off without pay exceeding fifteen (15) calendar days shall cause the

employee's date of eligibility 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. Employees who are on a protected, unpaid leave of absence qualifying for leave under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), 4850, or Pregnancy Disability Leave (PDL) shall not have his/her anniversary date postponed.

D. Utilization of sick leave for the care of others besides the employee shall be provided consistent with the rights under MOU, State Labor Code Section 233 and Federal law.

17. AUTOMATIC RESIGNATION

The parties agree that an employee who is absent without authorization and without contacting his or her supervisor for three (3) consecutive working shifts, or longer, shall 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. The parties agree that members of the unit do not waive any right to a hearing or other due process by this section or any rights under the "Peace Officer Bill of Rights."

For purposes of Section 15, Automatic Resignation, “contacting his or her supervisor” shall mean personal voice conversation either over the phone or in person with the employee’s immediate on-duty supervisor or designee, or if that person is unavailable, then he or she shall speak with the on-duty watch Sergeant or Lieutenant. The employee may not leave a voice mail, send an email, text message via a mobile phone, or fax a document to meet the requirement of this section.

Additionally, the Department shall reasonably attempt to contact the employee absent without authorization at the listed contact phone number provided by the employee during the seventy-two (72) hour period before automatic resignation is effective.

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 is forty-five (45) working days. Members of this bargaining unit work a variety of shifts: maximum suspension per shift is outlined as:

- 8 hour shift a total of forty-five (45) working days may be served per suspension;
- 10 hour shifts a total of thirty-six (36) working days may be served per suspension:
- 12 hour shifts a total of thirty (30) working days may be served per suspension.

No member will serve more than 360 working hours per suspension.

19. ARBITRATION EXPENSES

This provision shall apply in the event that an individual, as opposed to the DSA, pursues arbitration. Prior to engaging the services of an arbitrator or court reporter, the individual shall make a deposit covering each day of arbitration and certify that he or she is individually

responsible for the costs of the arbitrator and court reporter, and that the County will have no responsibility to pay for the individual's share of costs as specified in the grievance and arbitration procedure. An arbitrator shall have no jurisdiction to order that the County assume responsibility for paying an individual's share of grievance and arbitration costs.

20. PROBATIONARY PERIOD

Employees hired into the represented unit shall be required to serve a probationary period of one (1) year starting from the date of appointment as a Deputy Sheriff–Custodial. Upon the successful completion of the probationary period, an employee shall be granted permanent status unless the probationary period is extended. The probationary period of an employee may be extended beyond the one-(1) year period at the discretion of the Sheriff or designee, but not in any instance shall this period exceed an additional six (6) months, for a total of eighteen (18) months.

Probationary periods shall be extended by the same number of days for any period of time not worked, twenty-one (21) or more consecutive calendar days, excluding vacation, compensatory time off (CTO) and holidays.

21. PERFORMANCE EVALUATIONS

Supervisors are encouraged to frequently communicate with their subordinates. Supervisors who are aware of employee behavior which is not acceptable, in need of improvement or information which is adverse to the employee's interest should notify the employee as soon as practical. The supervisor may document specific incidents and any action taken. If the incident is documented, the supervisor shall provide the employee an opportunity to review and sign the document prior to placing the documents into any files. Any subsequent rebuttals shall be attached to the respective documents.

Supervisors are responsible for providing employees with the performance reviews in a timely manner. Supervisors are to adhere to current Stanislaus County policy requirements in regard to performance evaluations.

The County and the Deputy Sheriff's Association acknowledge that a supervisor is offering his or her informed opinion of a subordinate's work performance in the evaluation process. It is recognized that some of the conclusions in an evaluation process may be subjective in nature. However, supervisors shall not rely on rumors or hearsay in making judgments in performance evaluations.

Supervisors or above should not surprise the employee with any unsatisfactory rating or needs improvement rating without having engaged in a prior discussion with the employee on behavior that is unacceptable or in need of improvement. As such, supervisors shall not enter any adverse comment in any performance evaluation without first discussing the matter with the employee and documenting the discussion appropriately. Such discussions shall be timely in regard to the behavior.

22. RIGHTS OF CUSTODIAL OFFICERS

A. The parties agree that the "Peace Officer Bill of Rights" shall apply to the classifications of Deputy Sheriff-Custodial and Custodial Sergeant.

B. The parties agree that the provisions of Labor Code 4850, et seq. regarding salary continuation and other benefits shall apply to employees in the classifications of Deputy Sheriff-Custodial and Custodial Sergeant.

23. REDUCTION-IN-FORCE POLICY

A joint Reduction-In-Force policy has been established and agreed to for the following four bargaining units effective August 7, 2012:

Custodial Deputy Sheriffs Bargaining Unit
Sworn Deputy Sheriffs Bargaining Unit
Sheriff's Supervisor Bargaining Unit
Sheriff's Management Bargaining Unit

The parties agree that the joint Reduction-In-Force Policy, included in this agreement as Attachment A, applies to all employees covered by this agreement. The joint Reduction-In-Force Policy may only be amended by mutual agreement of the County and all four represented bargaining units.

24. GROUP INSURANCE BENEFITS

A. Group Plans Available

Employee health insurance benefits (*medical, dental, vision, wellness programs) are negotiated under a separate meet and confer through implementation process between the County and all represented employee bargaining units. A copy of the negotiated health insurance agreement is included in this MOU as Attachment B.

B. Health Insurance

The parties agree to meet and confer in the Joint Task Force for discussion of health insurance when rates become available. These rates shall be available in June of each year. Current benefits and cafeteria contributions shall stay in effect until January of the following year.

C. Life Insurance

Employees enrolled in one of the health insurance plans shall be eligible for a ten thousand dollar ($10,000) term life insurance policy. This benefit is available for the employee only. Additional life insurance may be purchased at employee expense through the flexible benefit plan.

25. IRS CODE SECTIONS

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

26. PAYROLL DEDUCTIONS

A. Legal Defense Fund Deduction

The County agrees that it shall deduct from the salary of each full-time member of the bargaining unit who provides written authorization for such deduction on forms provided by the DSA, an amount specified in writing by the DSA for the specific purpose of a legal defense fund. The County shall remit said deduction to the address on file for the DSA. The foregoing deduction, however, is subject to sufficient funds being due to the member of the bargaining unit for whom deductions are to be made after the County has paid all of their legally required or employee-authorized payroll deductions. The DSA agrees to defend, indemnify and hold harmless Stanislaus County, its employees and agents against damages and claims of whatever nature arising out of deductions from employee paychecks.

B. Agency Shop

The parties acknowledge that the Custodial Deputy Sheriff's Bargaining Unit has been declared an agency shop in accordance with Government Code Section 3502. Designation of an agency shop requires all employees in the bargaining unit to either join the recognized association, pay a service fee as determined by the association, or meet the religious objection requirement per Government Code Section 3502.5 (c).

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

The County agrees to administer a dues deduction program for members of the bargaining unit to participate in a long-term disability insurance plan. The voluntary deduction shall be implemented in accordance with the policy of the Auditor-Controller.

27. FUTURE MEET AND CONFER TOPICS

County Meet and Confer Issues

The DSA agrees that during the term of this MOU, the County may make proposals that will be subject to meet and confer to the extent required under the Meyers-Milias-Brown Act, on the following subjects:

County Personnel Policy Changes
Health Insurance

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

28. PERSONAL PROPERTY DAMAGE PROCEDURE

The parties agree that the County policy providing for reimbursement of personal property such as clothing damaged or destroyed in the line of duty and without employee negligence shall 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 shall be referred for final resolution to a County department head mutually agreed upon. If the parties cannot agree on a particular department head, one shall 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 recognizes the fact that many articles of clothing wear out with age and would be replaced in the normal course.

29. SICK LEAVE

A. Sick Leave Cash-out

The parties agree that the sick leave policy of the County in effect immediately prior to the commencement of this agreement shall remain in effect during the term of this agreement, with the exception that the policy of the County concerning pay for a portion of accrued sick leave upon termination of County employment shall be amended as follows in the consideration of the salary and other fringe benefit increases in this agreement. The parties agree that employees who terminate from County service as a result of death, non-service connected disability retirement, or service retirement shall be eligible to receive cash for accrued, but unused sick leave on the books at the rate of fifty percent (50%) of the salary equivalent of such sick leave.

The parties agree that at the time a member of the bargaining unit is granted a service connected disability retirement the employee shall not have the option to continue his or her disability leave charged against accrued sick time. Any accrued sick leave shall be cashed out at seventy-five percent (75%). The seventy-five (75%) cash-out shall be limited to this circumstance only.

Employees terminating from County service for all other reasons, including but not limited to resignation and discharge, shall not be eligible to receive any cash out of unused sick leave.

The maximum amount of sick leave that shall be applied toward the cash out provisions as provided for herein shall be six hundred (600) hours. For example, if an employee retires from County service, he or she would be cashed out for fifty percent (50%) of six hundred (600) hours or three hundred (300) hours. Time in excess of the six hundred (600) hours shall continue to accrue and be used in the case of illness.

In addition, any current employee who has accrued time in excess of six hundred (600) hours shall, upon retirement, consistent with current MOU provisions, cash out the amount of time accrued as of the pay period ending January 6, 1995 or the end of the last pay period in October, whichever time is higher. The total sick leave accrual on the date for each employee shall become the employee's individual maximum or cap for sick leave cash-out purposes while the employee remains in the continuous employment of the County. For example, if the employee has one thousand (1,000) hours on the date the cash-out maximum takes effect, he or she would be cashed out for fifty percent (50%) of one thousand (1,000) hours or five hundred (500) hours upon retirement. Any time accrued and in excess of this time shall not be subject to cash-out. The County agrees that any sick leave credited toward retirement of the employee shall be made in good faith.

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

Furthermore, the County agrees all sick leave accrued above the employees individual cash-out maximum shall be converted toward service credit upon retirement on an hour-for-hour basis.

B. Conversion of Sick Leave Cash-out Benefits to Health Insurance Upon Retirement

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

C. Sick Leave Used for Family Leave

The parties agree that sick leave used for family leave shall be governed by the California Labor Code Section 233.

30. UNIFORM ALLOWANCE

Uniform allowance shall be one thousand two hundred and twenty dollars ($1,220.00) per year paid monthly in twelve (12) equal payments. In exchange for this additional compensation, employees shall be responsible for the maintenance, care, purchase and replacement of uniforms.

Uniform allowance will be increased by $50.00 effective the first full pay period following January 1 each year as follows:

Year	Current Amount	New Amount
2019	$1,220	$1,270
2020	$1,270	$1,320
2021	$1,320	$1,370

Newly hired employees will receive a lump sum payment of 50% of the annual uniform allowance on the first pay check following hire date. Monthly payments for newly hired employees will start the seventh month of employment.

Refer to Section 26, Personal Property Damage Procedure, for reimbursement of personal property damaged or destroyed in the line of duty.

No uniform allowances shall be provided to employees absent from duty for three or more consecutive calendar months on 4850 or other disability-related leave.

31. MILEAGE REIMBURSEMENT

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

32. INTERNAL AFFAIRS INVESTIGATIONS

Employees subject to an internal affairs investigation interview shall be interviewed by an employee in the same or higher rank in the Deputy Sheriff – Custodial or Deputy Sheriff classification series. Internal Affairs investigations may be conducted by an outside agency if necessary.

33. SAFETY EQUIPMENT

A. The following items shall be purchased and available by the County and replaced as necessary due to normal wear and tear or damage caused while on duty:

Standard Issue
*Taser and Taser Holder
Duty holster
Magazine pouch
Key carrier
Radio and radio holder
Handcuffs and case (1 pair)
Baton and holder
Duty jacket
Flashlight and holder
Belt – Sam Brown with Buckle
Belt – Uniform
CPR Mask

*OC and OC holder
*RCB and RCB holder

Additional equipment may be issued depending on the assignment.

*Items will be issued upon successful completion of training.

B. Body Armor

The Sheriff shall provide body armor equivalent to Safariland Matrix Gold 2 Vest with Soft Plate "Threat Level II or IIIA" or Stab Threat Level II with garment to all personnel in the Adult Detention Division. All such personnel are required to wear the body armor; provided, however, the Sheriff may designate exceptions to the requirement for certain personnel. The Sheriff's designation of exceptions is not grievable or arbitrable.

34. RETIREE MEDICAL TRUST

The parties agree that the Deputy Sheriff's Association will establish a Retiree Medical Trust, funded by salary reduction and/or contractually permitted sick leave cash-outs at the option of the DSA.

35. 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.

36. DISCIPLINARY APPEALS BOARD

The parties agree that the County would change its practice to comply with applicable law.

37. TAKE HOME COUNTY VEHICLES

Take home County vehicles will be based upon assignment and assignment will be at the Sheriff's discretion. The use of a County vehicle will not be considered as compensation.

38. WORK TIME REPORTING REQUIREMENTS

A. Both parties agree to the importance of having accurate reporting of work time entered on timesheets or into the electronic timecard system in order to ensure:

1. The data necessary for the accurate and timely payment of wages is collected;
2. Compliance with appropriate governmental regulations; and

3. The required supporting documentation is maintained.

B. Employees are required to report all time worked on timesheets or into the electronic timecard system. This includes entering time-in and time-out for each work day. For timekeeping purposes, time-in is the time you begin work and time-out is the time you break from work for a meal period or leave work for the assigned day or shift. The payroll system allows for employees to enter actual start and end times to the minute and this would be the expectation for all employees when reporting time on timesheets or into the electronic timecard system.

C. When evaluating employee attendance, actual start and stop times will be used.

D. The parties further agree to meet and confer on an upgrade to the electronic payroll system to allow for rounding of time for payment purposes in accordance with the Fair Labor Standards Act (FLSA)

39. CARRY CONCEALED WEAPON PERMITS

Effective November 1, 2014, the County will waive County fees and pay on behalf of employees applicable State fees for carry concealed weapon (CCW) permits for each Deputy Sheriff-Custodial that meets the requirements to obtain and is issued a valid permit.

The issuance of CCWs is solely at the discretion of the Sheriff. The issuance of a CCW to any member of the DSA bargaining unit is not a mandate by the Department and is not a requirement of employment with the Sheriff's Department, nor is it a term and condition of employment.

40. EMPLOYER-EMPLOYEE RELATIONS

A. Bargaining Unit Lists

The County will provide the union on a quarterly basis, or upon written request, bargaining unit lists containing the following information for each bargaining unit employee: Name, Classification and Department. The County will also provide home address and personal telephone number for bargaining unit members as allowed by law and provide assistance to ensure Union information can be mailed to non-union members.

The Union agrees to take all due precautions to ensure that the information provided on the bargaining unit lists will be used only for Union representation of its bargaining unit and it will not be used in any manner so as to harm the confidentiality or right of privacy of members of the bargaining unit. The Union agrees to indemnify, defend and hold harmless Stanislaus County, its employees and agents against damages or claims of whatever nature arising out of the Union's control and use of bargaining unit lists.

B. Bulletin Boards

The parties agree that the County will permit use by the Union of existing employee bulletin boards or permit space acquisition of bulletin boards by the Union in employee areas for the purpose of posting Union information.

C. DSA Website

The County agrees to allow DSA members to continue to access DSA and associated websites at worksite locations. Employees utilizing are encouraged to do so during rest periods and lunch breaks.

41. FULL UNDERSTANDING, MODIFICATION AND WAIVER

A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, Understandings, and Agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety. All side-letters previously signed by the parties that are not attached to this agreement are null and void.

B. Existing department practices and/or benefits which have a direct effect on employee wages, hours and other terms and conditions of employment which are not referenced in this Agreement shall continue without change unless modified or abolished by mutual agreement of the parties (this provision does not apply to County-wide meet and confer issues). The parties understand and agree that the provisions of mutual agreement shall not apply to issues under conditions of employment unless it can be shown that they affect wages, hours or other substantial terms or conditions of employment.

C. The continuation of these existing practices and/or benefits is contingent upon there being practices and benefits that are recognized by the parties as open and notorious and clear and known and regular and consistent. Examples, without limitation, would be those established in writing or those created by custom and practice known to both sides for a substantial period of time. It is the intent of the parties that management trials, test cases, individual or small group practices, or sporadic practices that have not been sufficiently evaluated and accepted by management not be considered an established pattern, practice or benefit within the meaning of this clause.

D. It is the intent of the parties that ordinances, Board resolutions, rules and regulations enacted pursuant to this Agreement shall be administered and observed in good faith.

E. Nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer in any subject within the scope of representation during the term of this Agreement.

ATTACHMENTS

A. Reduction-in-Force Policy

B. Health Insurance Agreement

C. Binding Arbitration of Discipline and Grievances (Excluding EEO Grievances)

D. Side Letter Regarding Conflict of Interest Counsel

E. Side Letter Regarding Transition Deputy and Transition Sergeant Specialty Assignments

Sheriff's Represented Bargaining Units
Reduction-In-Force Policy

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

Deputy Sheriffs Association (DSA)
Stanislaus Sworn Deputies Association (SSDA)
Stanislaus Sheriff's Supervisors Association (SCSSA)
Stanislaus Sheriff's Management Association (SCSMA)

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

REDUCTION-IN-FORCE

Whenever in the 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 separaration shall be based upon seniority as hearin specified.

In the event that a Reduction-In-Force action is to be recommended, 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 classification shall be separated considering type of appointment and seniority with the least senior employee in any category of appointment being the first separated and with tied seniority scores broken as provided herein.

The sequence of appointment types shall be:

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

Employees with prior probationary or permanent status in a lower level classification who are subject to a Reduction-In-Force action shall be returned to their prior classification, subject to the seniority provisions of this agreement.

REDUCTION-IN-FORCE PROCEDURES

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

Continuous Service Defined

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

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

Any voluntary separation is considered a break-in-service; time spent prior to leaving County service shall not be counted for the purposes of calculating seniority for a reduction-in-force. Persons hired from a reduction-in-force reemployment list regain all previously earned seniority on the date of reemployment.

SENIORITY CALCULATIONS:

Among permanent and probationary employees in the classifications of Deputy Sheriff-Custodial, Deputy Sheriff-Coroner, Sergeant-Custodial, Sergeant, Custodial Lieutenant, and Lieutenant, the order of layoff will be determined by employee's seniority calculations in the following order:

1. Classification Seniority
2. Department Seniority
3. County Seniority
4. Lottery

1. CALCULATION OF CLASSIFICATION SENIORITY

Among permanent and probationary employees in the classifications listed above, the order of layoff will first be determined by the total full-time service in the employee's current classification and higher ranking classification(s). Extra-help/part-time service is not counted in calculating Classification Seniority.

For the purposes of calculating Classification Seniority, employees who were released from probationary status and subsequently returned to the same classification will not receive credit for time served during the first probationary period. (Example: Lieutenant is released from probation and subsequently promotes back to Lieutenant. Only the current time spent as a Lieutenant shall be counted towards classification seniority. Time in classification spent prior to the probationary release does not count.) If an employee is released from probation and

demotes to a lower level classification all time spent in the higher level classification shall count towards Classification Seniority in the lower level classification and toward overall County Seniority.

Example of Classification Seniority Calculation:

Initial Reduction in Force of One Lieutenant Position

Seniority Rank	County Service	Time in Classification (or higher)	
1.	20 yrs	Lt. 10 yrs	
2.	16 yrs	Lt. 7 yrs	
3.	16 yrs	Lt. 5 yrs	
4.	18 yrs	Lt. 3 yrs	Least time spent as a Lieutenant, bumped to prior Sergeant position

Impact on Sergeants

Seniority Rank	County Service	Time in Classification (or higher)	
1.	25 yrs	Sgt. 15 yrs	
2.	22 yrs	Sgt. 12 yrs	
3.	18 yrs	Lt. 3 yrs Sgt. 7 yrs	Previously held permanent status as a Sergeant, 10 years seniority in class or higher
4.	20 yrs	Sgt. 8 yrs	Bumped to prior Deputy Sheriff position

2. CALCULATION OF DEPARTMENT SENIORITY

In the case of two or more employees with equal Classification Seniority, the order of layoff will then be determined by total full-time service in all positions held in the Sheriff's Department. Extra-help/part-time service is not counted in calculating Department Seniority.

3. CALCULATION OF COUNTY SENIORITY

In the case of two or more employees with equal Classification and Department Seniority the order of layoff will then be determined by County Seniority. Calculation of County Seniority means all continuous service in the County, regardless of classification and department. Continuous extra-help service shall be included in the calculation of County Seniority.

Extra-help hours served on or after January 1, 1999, shall be calculated on an hour-for-hour basis with eight (8) hours as the equivalent of one (1) day of service. Extra-help hours served prior to January 1, 1999, are not available in the existing payroll system and will be calculated at 2.86 hours a day per seven (7) calendar days of service (equivalent of 20 hours per calendar week).

4. LOTTERY

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

WRITTEN NOTICE

Written notice of layoff shall be served on affected employees by the Chief Executive Office in person or by certified letter mailed to the last address on file with the Chief Executive Officer. 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.

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

DEMOTION RIGHTS IN LIEU OF LAYOFF

In lieu of being laid off, an employee may elect to voluntarily demote within the Sheriff's Department to a lower paid classification previously held and in which the employee presently meets the minimum qualifications of the classification. 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 Deputy Executive Officer of Human Resources in writing no later than seven (7) working days after receiving notice of layoff.

VOLUNTARY TRANSFER OR DEMOTION IN LIEU OF LAYOFF VACANCY

In lieu of being laid off, an employee may request to voluntarily transfer or demote to a vacant position in the Sheriff's Department or any other County department. The transferring employee must meet the minimum qualifications of the classification at the time of transfer. Such requests require approval by the Department Head. Employees transferring or demoting may be required to serve classification and/or department probation consistent with existing County personnel policies.

RE-EMPLOYMENT

For a period of two (2) years from the effective date of layoff no regular position in the affected classification in the department involved shall be filled without first providing employees possessing rights to re-employment with an opportunity to be rehired. During the period of April 6, 2010 through June 30, 2012, the parties have agreed to extend the re-employment rights based upon the provisions outlined in each Association's agreement with the County: Implementation of 5% Salary Savings in Fiscal Years 2010-2011 and 2011-2012.
Re-employment lists shall be in inverse order of lay-off with the most senior employee from amongst those laid-off rehired first. Such re-employment would be at the same salary step or the salary range assigned such classification and with the same seniority as the employee had earned at the time of layoff. Benefits paid out at the time of separation such as vacation or sick leave may be bought back at employee expense. Written notice of the re-employment

opportunity shall be sent by certified mail to the last known-address of the former employee by the Department Head or designee. The former employee shall have fourteen (14) calendar days to respond to the notice.

ADMINISTRATIVE DECISIONS

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

APPEALS

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

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

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

Shall the affected person wish to appeal the Chief Executive Officer's decision he/she may request a hearing with the Hearing Board established pursuant to Stanislaus County Ordinance Code 3.28.06 within seven (7) days of receipt of the Chief Executive Officer's decision. . The Chief Executive Officer shall forthwith transmit the appeal request to the Hearing Board. The Hearing Board shall within a reasonable time from the filing of the appeal, commence the hearing thereof and shall notify the interested parties of the time and place of the hearing at least five (5) days in advance thereof.

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

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

SICK LEAVE CASH OUT PROVISIONS

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

Health Insurance Agreement Between Stanislaus County and the

California Nurses' Association
County Attorneys' Association
District Attorney Investigators' Association
Stanislaus County Deputy Probation Officers' Association Service Employees' International Union Local 521
Stanislaus County Deputy Sheriffs' Association
Stanislaus County Employees Association/AFSCME Local 10
Stanislaus County Sheriff Supervisors' Association
Stanislaus Regional Emergency Dispatchers' Association Stanislaus County Sheriffs' Management Association Stanislaus County Probation Correction Officers' Association Stanislaus Sworn Deputy's Association

1. Term of the Agreement

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

2. Medical Insurance

For the term of this agreement, the County will offer the following four medical plan options based on employee residency at the time of open enrollment:

<u>Within Stanislaus County Partners-in-Health Local Service Area</u>

- Stanislaus County Partners-in-Health EPO
- Stanislaus County Partners-in-Health HDHP

<u>Outside Stanislaus County Partners-in-Health Local Service Area</u>

- United Healthcare (UHC) EPO
- United Healthcare (UHC) HDHP

For employees enrolled in an EPO plan, the County shall contribute an amount equal to 80% of the EPO plan premium at each level of coverage.

For employees enrolled in a High Deductible Health Plan, the County shall contribute an amount equal to 95% of the HDHP plan premium at each level of coverage.

The County will also fund individual Health Savings Accounts (HSA) in the following amounts:

Employee only - $1,250 annually

Employee +1 - $2,100 annually

Family - $2,100 annually

HSA contributions will be made as a lump sum equivalent to six months of the annual contribution processed on the first payroll cycle paid in January of each year, and then semi-monthly beginning in July. For the period of January through June, the County will make no additional HSA contributions to employees' accounts after the initial lump-sum contribution unless there is a change in family status. The last six months of HSA contributions will begin in July, and will be included in employees' biweekly benefit-eligible paychecks. Employees are responsible for paying any account related fees on their individual Health Savings Account (up to $2.75 monthly as of September 2017).

The County will only provide one County-provided HSA contribution to two employees who are married together. Therefore, if two employees who are married together want separate medical plans, one employee must choose an EPO plan and the other employee must choose a HDHP plan.

Participants enrolled in HDHP plan options are subject to deductible payments and co-pays, which may be reimbursable through HSAs subject to available balances. Please refer to the specific plan documents to confirm deductibles and co-payments for each plan option.

The parties recognize that health insurance providers may institute benefit changes that are not within the control of the County.

3. Medical Premium Rates

The County will continue to establish medical insurance premium rates each year based on actuarial and underwriting recommendations. The County reserves the right to adjust medical insurance premium rates based on these recommendations. Medical insurance rates for the 2018 plan year will not exceed those rates provided to bargaining units during the meet and confer process on August 24, 2017.

4. Medical Plan Design Changes

The medical benefit plan design and co-pays will remain unchanged during the term of this agreement with the exception of the addition of Applied Behavioral Analysis (ABA) treatment for Autism as a covered expense and those changes which may be required by law during the term of this agreement.

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

In-Network SCPH and UHC	Out-of-Network UHC
$3,000 / $6,000	$5,000 / $10,000

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

SCPH and UHC
$1,500 / $3,000

Should the IRS inflation adjusted limits increase the minimum annual deductible for high deductible health plans, the County will apply the appropriate changes to our plans with no additional County contribution to the HSA. County HSA contributions are fixed during the term of this agreement irrespective of potential regulatory changes to the deductible.

5. Medical Premium Reimbursement

The County has agreed to continue the medical premium reimbursement (MPR) program for the term of this agreement. Effective December 31, 2020, this provision will end and the County will no longer offer the MPR program. Only employees currently participating in the MPR program as of October 1, 2017 are eligible to continue participating in the MPR program.

In order to receive the medical premium reimbursement, the eligible employee must waive coverage with the County and enroll in a non-County qualified medical insurance program, individual or group coverage, meeting minimum standards under the Patient Protection and Affordable Care Act (ACA). Employees receiving a medical premium reimbursement are not eligible to receive a medical waive credit.

The County's medical premium reimbursement rate will not exceed 80% of the eligible employee's out-of-pocket medical insurance premium cost for the non-County medical plan, or 75% of the County's monthly medical premium contribution for County EPO plans, whichever amount is lower.

In order to receive reimbursement, the employee must provide proof of other coverage and proof of cost to the employee as described in the established guidelines and Quarterly Reconciliation Form. In no event, shall the medical premium reimbursement impact the compensation eligible for employee pensions or employer-paid deferred compensation.

Employees may only return to the County medical insurance program during annual open enrollment periods, or anytime the employee experiences a qualifying event in accordance with County benefit policies. If an employee who is receiving a medical premium reimbursement elects to return to the County's medical insurance program, they will no longer be eligible to receive the medical premium reimbursement should they choose to opt out of the County's medical insurance program in the future.

Employees who enroll in a non-County qualified medical insurance program are not eligible to receive any County provided HSA contributions.

6. Medical Waive Credit

The County agrees to continue offering a standard medical waive credit to any employee who waives medical insurance through the County. Employees receiving a medical waive credit are not eligible to receive a medical premium reimbursement.

In order to receive the standard medical waive credit, the employee must enroll in a non-County qualified medical insurance program, individual or group coverage, meeting minimum standards under the ACA. Employees must complete a County enrollment form waiving County coverage and attach proof of other coverage.

The standard medical waive credit will be paid on a post-tax, semi-monthly basis. The amount of the standard medical waive credit is $47.50 monthly for non-management employees and $150.00 monthly for management and confidential employees.

Employees may only return to the County medical insurance program during annual open enrollment periods, or anytime the employee experiences a qualifying event (involuntary loss of outside coverage).

Employees who enroll in a non-County qualified medical insurance program are not eligible to receive any County provided HSA contributions.

7. Dental Insurance

The County will continue to provide employees with two dental plan options through the Delta Dental program. The County will continue to pay 80% of the premium cost for the Core dental plan at each level of dental coverage (Employee only, Employee +1 and Family).

Employees may elect a “Buy-Up” dental plan option, which includes a $500 per member increase to the plan calendar year maximum and a child(ren) orthodontics benefit that pays 50% of orthodontia care up to a lifetime maximum of $2,000 per child. Additionally, the “Buy-Up” dental plan option includes access to the Premier network with claims being paid at the Premier contracted fee without balance billing. Employees who elect the “Buy-Up” dental plan option must remain on the “Buy-Up” dental plan for three (3) years. Any amount of the “Buy-Up” dental premium rate that exceeds the “Core” dental plan premium rate will be paid solely by the employee.

Should enrollment in the “Buy-Up” plan drop below 10% participation of benefit eligible employees, it will be eliminated and no longer offered. Enrollment will be reviewed and evaluated each year prior to Open Enrollment, using enrollment effective on July 1 of each year to determine if the plan will be offered during Open Enrollment for coverage effective January 1 in the following year.

The County will continue to establish dental insurance premium rates each year based on actuarial and underwriting recommendations. The County reserves the right to adjust dental insurance premium rates based on these recommendations.

8. Vision Insurance

The County will continue to provide vision coverage through the VSP Choice Plan to include a $10 co-payment for exam and materials, frame allowance of $150 ($80 at Costco), wholesale full-cost frame allowance of $57, contact lens allowance of $150, and allow members to receive a frame allowance 12 months after utilizing their contact lens benefit. The County shall pay 80% of the premium cost at each level of vision coverage (Employee only, Employee +1 and Family).

The County will continue to establish vision insurance premium rates each year based on underwriting recommendations. The County reserves the right to adjust vision insurance premium rates based on these recommendations.

9. Impacts of Healthcare Reform - Reopener

The parties recognize the implementation of additional healthcare reform regulations may present financial and operational consequences to the County. The parties agree that the County may request to meet and confer with all labor groups in advance of the 2020 plan year to address impacts of healthcare reform. The County agrees to pre-load individual Health Savings Accounts and will not propose changes to the current premium cost sharing percentages during the three year term of the agreement.

10. Additional Provisions

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

b. The County will invite a representative of each labor group to participate in the County's Employee Wellness Program Workgroup to discuss implementing a comprehensive wellness program for County employees. Participation is voluntary and subject to department head or designee approval for any changes in standard working hours and will not result in overtime compensation.

c. An Employee Benefits Committee consisting of one employee and/or the designated labor representative per bargaining unit will meet in February, May, and September to discuss the financial and operational performance of the self-insured health plans. The County's Employee Benefits Department will be responsible for coordinating these meetings. The County maintains all plan fiduciary responsibilities, including setting annual rate adjustments based on actuarial review and analysis.

d. Regular full-time employees must work 30 hours per week to qualify for a County benefit contribution (medical, dental, vision, medical premium reimbursement, and/or waive credit). Employees working an approved percentage schedule of 30-34 hours per week will be credited with 75% of benefit contributions. Employees working an approved percentage schedule of 35-39 hours per week will be credited with 90% of benefit contributions. Additional employee contributions to health insurance premiums will be paid through payroll deduction.

   - For purposes of this policy, hours worked includes all forms of paid time rounded to the nearest whole number. Examples of paid time include, but are not limited to vacation, sick, comp time off, public safety leave (4850 leave), paid admin leave, etc.

   - This provision does not apply to part-time extra-help employees who are not eligible for benefits.

   - For regular full-time employees who change their employment status to percentage employment, this provision will be effective the first of the month following the date they assume the reduced percentage employment schedule. Benefits will return to 100% the first of the month following the effective date the employee returns to 100% regular employment status.

e. For regular full-time employees not on an approved percentage schedule who are paid less than an average of 40 hours per week (employees going into unapproved, unpaid, unprotected time off, DOC time, etc.), employee contributions will be adjusted if the employee does not average 40 hours per week of paid time in the quarter. This process will be modified for regular full-time employees working an alternative work schedule that does not provide 80-hours of regular compensation per pay period (such as the "6/3" work schedule). Unpaid suspension time as a result of employee disciplinary actions will not count against an employee in determining health insurance eligibility.

   - Employee benefit eligibility will be evaluated on a quarterly basis, based on paychecks paid in the quarter.

   - Analysis of hours paid in the quarter will occur during the first month of the following quarter. If the employee's hours fall below 40 hours per week in the quarter being reviewed, the employee's contributions will be adjusted based on the employee's quarterly average. The effective date of the adjustment will be the first pay period of the second month of the following quarter.

   - For purposes of this provision, employees averaging 36-40 hours per week will see no change in County benefit contribution. Employees averaging 31 to 35 hours per week will be credited with 90% of County benefit contributions. Employees averaging 30 hours per week will be credited with 75% of County benefit contributions. Employees averaging less than 30 hours per week will not be eligible for a County benefit contribution. Additional employee contributions to health insurance premiums will be paid through payroll deduction.

   - County benefit contributions will be restored to 100% effective the first pay period of the second month of the following quarter in which the employee is paid an average of 40 hours per week in the quarter.

f. For employees on a paid leave of absence, the County will continue the current process for coordinating leave accruals with State Disability benefits. This process allows an employee to combine their State Disability benefits with their leave accruals to equal 40 hours of compensation per week while maintaining their full health insurance benefits. For employees participating in disability plans other than State Disability, the County will continue to provide the same level of coordinated benefits consistent with the benefits available through State Disability.

g. Under current policy, employees on an unpaid, unprotected leave of absence do not receive health insurance contributions effective the first of the month following the start of their unpaid leave status. Employees returning from an unpaid leave will have their health insurance contributions restored effective the first of the month following their return to full-time paid status. Please see applicable County policies regarding unpaid leave status, exceptions for FMLA eligible employees and the availability of COBRA benefits.

h. For benefit information related to Voluntary Time Off, Job Sharing and benefit provisions for Certain Part-Time Nurses, please refer to the individual County policies and CNA labor agreement.

i. Nothing in this agreement shall enhance or reduce existing policy provisions related to military leave benefits.

11. Dependent Audit

In order to verify that only eligible individuals are covered under the County's medical, dental and vision plans, the County will be conducting an audit of all persons enrolled as dependents under the employee's plan.

The County, at its own expense, will utilize broadly accepted, industry-standard processes to determine if covered dependents meet the requirements as outlined in the County's Summary Plan Description. These processes may include, but are not limited to:

- Collection of legal documents (e.g. birth certificates, marriage certificates, legally binding adoption agreements, etc.)
- Obtaining dependent eligibility information from Medicare or health insurance companies
- Completion of sworn affidavit by County employee and/or dependents
- The purpose of this audit is to determine if only eligible dependents are enrolled

12. Ineligible Dependents

If ineligible dependents are enrolled as a result of negligent behavior by the County employee, all claims and/or premiums for the ineligible dependent will become the responsibility of the County employee.

Willful misrepresentation of dependent status may result in disciplinary action up to and including termination.

13. Full Understanding

It is understood by the parties that these provisions fully set forth the agreement of the parties in matters of health insurance as herein specified. Other than the provisions contained herein, the parties agree that only through mutual agreement of all the parties to this agreement would discussion occur during the term of this agreement on health insurance matters.

ATTACHMENT C-1

GRIEVANCE PROCEDURE - MOU PROVISION

Procedure for Settling Grievances Including Binding Arbitration

A. 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.

B. Definitions:

1. 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.

2. 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 as complaint may not be appealed to the Chief Executive Officer or to arbitration.

C. 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 equal rights 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.

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

E. 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.

F. Grievance Procedure Steps:

1. Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. The employee should advise his/her immediate supervisor that a grievance is present and explain it to the immediate supervisor no later than fifteen (15) working days after he 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.

2. Written Grievance - 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 as 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.

3. 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 designee shall conduct such meeting(s) with the employee, informal hearings or investigations as are appropriate in his judgment and deliver to the employee a written decision within seven (7) working days after receipt of the review request.

4. 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 my request, the non-binding advisory opinion verbal or in writing of the Director of Personnel concerning resolution of the grievance or complaint.

5. Grievance Appeal - If the employee wishes to appeal the Department Head's decision, he/she shall do so in writing within seven working days after receipt of the Department Head's decision. The employee may elect to submit the grievance for final decision to 1) either the Chief Administrative Officer or 2) the employee may request binding arbitration. Within the specified time period the employee shall specify in writing to the Director of Personnel whether the grievance should be submitted to the Chief Executive Officer or binding arbitration. The decision to utilize either procedure shall be the prerogative of the aggrieved employee(s); 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 procedure utilized shall be limited to grievances only as defined in Section B, subsection 1 herein, excluding all complaints.

   a. Submission of the Grievance Appeal to the Chief Executive Officer

      If the employee wishes to appeal the Department Head's decision to the Chief Executive Officer, in lieu of binding arbitration, the employee shall do so in

writing to the Director of Personnel specifically stating this option, within seven working days after receipt of the Department Head's decision. The Chief Executive 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.

b. 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 elect binding arbitration by writing to the Director of Personnel within seven (7) 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.

1. 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 or his/her representative. 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.

2. Arbitration Issues

The parties shall, within 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.

3. 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 share the cost of the transcript.

4. 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.

5. Binding Decision

The decision of the arbitrator rendered consistent with the terms of the Memorandum of Understanding, applicable State or Federal law, County ordinance, resolution, or written departmental policy 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.

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 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.

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, including assumption of the costs of arbitration as provided in subsection 3 herein, the recognized employee organization shall have the right to be a party to such proceeding for the sole purpose of protecting the interests of its members under the terms of the Memorandum of Understanding. The employee organization shall be bound by the decision of the arbitrator.

ATTACHMENT C-2

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 the 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 term "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 personnel director;

B. Prepare and serve a written notice reviewed by the county counsel to inform the employee of the intended action, the reasons therefor, 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 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, he shall be given another notice as provided in subsection B of this section. (Ord. CS 557 § 39, 1994; prior code § 2-241).

3.28.030 Notice of action and appeal.

In the event of 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, © the causes therefor, (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 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 personnel director 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 personnel director shall forthwith transmit the order and appeal to the employee disciplinary proceedings hearing board for hearing. The hearing board shall, within a reasonable time for 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. (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 personnel director 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).

3.28.060 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 personnel director 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 personnel director shall submit the name of a head of a department of the county.

3. Upon the request of the personnel director, each recognized employee organization shall, within five working days, nominate a permanent full-time employee of the county, and the personnel director shall submit the name of the employee chosen by lot, provided that if a recognized employee organization fails to nominate an employee, the personnel director shall do so. In the event the appellant is from the same department as a member of the appeal board, the personnel director 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 personnel director 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 appeal 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 procedure 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 personnel director. The personnel director 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 3.28.020, and where appropriate 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 personnel director and the chief executive officer, take one or more of the following measures:

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

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

C. With the concurrence of any department head involved, require the employee to perform such duties as may be assigned in the same or another county department with no reduction in

compensation. Reassignment without the consent of the employee shall not exceed a period of ninety days if accusations against the employee are under investigation, but such assignment may continue until the action becomes final if the employee has been given notice of discharge;

D. Suspend the employee without pay if accusations against the employee are under investigation, and the accusations are such that, if true, immediate removal is essential to avert harm to the county or to the public, provided: (1) the employee shall be accorded the rights provided by this chapter, and may appeal the order of suspension to the hearing board at any time during the period of suspension; (2) the period of suspension without compensation shall not exceed forty-five 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 or his suspension without compensation giving the employee forty-eight hours' notice in writing to return to duty. (Ord. CS 557 § 40, 1994; prior code § 2-248).

3.28.100 Maximum suspension.

No disciplinary suspension shall be imposed for any period exceeding forty-five days and the order of suspension shall expressly state, in addition to the reasons therefor, 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 procedure. The personnel director shall be ex officio secretary to the hearing board, and the personnel director 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 (Sections 25170 through 25176) of the Government Code.

B. The personnel director 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 therefor is made within ninety days of the date of service of the final decision of the employee, the department head or the personnel director 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 personnel director, 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. (Ord. CS 557 § 41, 1994; prior code § 2-250).

3.28.120 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 personnel director 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 personnel director within thirty days after (A) the last date upon which services to the county are rendered; or (B) the date the resignation is tendered to the appointing power, whichever is later. (Prior code § 2-252).

ATTACHMENT C-3

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 may elect to have the disciplinary matter heard by the current discipline appeals board as provided by Stanislaus County Code Section 3.28.060, "Hearing board and hearing officer" in lieu of binding arbitration by an outside arbitrator. Should the employee 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 agrees to assume half of the cost of the hearing officer.

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 (7) 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/her 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, shall request specifically the use of binding arbitration in lieu of the discipline appeals board, 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.

2. Selection of Arbitrator

If the 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 or his/her representative. 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 (5) 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 (1) 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 election 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 (5) days in advance thereof.

3. Arbitration Issues

The parties shall 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 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 Discipline Ordinance including, but not limited to, 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 thirty (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 personal 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 employee assumes the costs of the hearing officer or arbitration as provided herein.

This includes that 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.

If the employee elects to utilize the hearing officer or panel in lieu of arbitration, the employee agrees to assume half the cost of the hearing officer.

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DEPUTIES
Harry P. Drabkin
Andrew N. Eshoo
Linda S. Macy
Teresa Vig Rein
Wm. Dean Wright

November 20, 1992

Gary Messing, Attorney at Law
Carroll, Burdick, and McDonough
400 Capitol, Suite 1400
Sacramento, CA 95814

In Re: **CONFLICT OF INTEREST - COUNSEL**

Dear Mr. Messing:

Pursuant to your discussions with Personnel Director Bill May during DSA negotiations, this letter will serve to advise you that in the event that the County determines that there exists an actual and specific conflict of interest, based upon the opinion of the attorney assigned to a case where the County or Sheriff's Department, and one or more individual deputy sheriffs have been named as defendants, then the County would consider whether or not it was appropriate to continue to conduct and pay for the defense of the deputy. If the above stated events occur and the County concludes it is appropriate to pay for the defense, then the County would give consideration to employing the attorney requested by the individual deputy, which would include the law firm of Carroll, Burdick and McDonough.

If you have any questions regarding this letter or its content, please do not hesitate to contact me.

Very truly yours,

M. H. Krausnick

MICHAEL H. KRAUSNICK
County Counsel

MHK/vln

cc: Bill May, Personnel Director
✓Eileen Melson, Personnel

ATTACHMENT E

Letter of Agreement
Between
Stanislaus County
And
Stanislaus County Deputy Sheriff's' Association

Whereas, the current Memorandum of Understanding between Stanislaus County and Stanislaus County Deputy Sheriffs' Association, Section 7-M. Special/Collateral Assignment Process and Section 7-N. Special Assignment Pay Provisions, identifies the terms and assignment pay for all special assignments; and

Whereas, the Sheriff's Bureau of Administrative Services (BAS) has determined the need to create four (4) "Transition Deputy" and one (1) "Transition Sergeant" specialty assignments within Adult Detention to assist the transition team during the process of expanding the Public Safety Center (PSC) and completing the jail expansion construction projects. BAS predicts this transition will take up to five (5) years to complete;

Whereas, the parties acknowledge these specialty assignments are temporary assignments associated with the jail expansion construction projects and will no longer be required once construction is complete; and

Whereas, the County will compensate eligible members (effective the first full pay period following Board approval of the labor agreement) with temporary special assignment pay of 2.5% for the duration of the employee's assignment to the Transition Team.

Now Thereto, the parties have agreed that all provisions provided for specialty assignments covered in Sections 7-M and 7-N of the MOU shall not apply to the specialty assignments of Transition Deputy and Transition Sergeant due to their temporary status and this agreement will expire on December 31, 2018.

For the County:

William Duncan, Captain

Jody L. Hayes, Assistant Executive Officer

For the DSA:

Matt Pettus, President

Dr. David H. Swim, Goyette & Associates

APPROVED AS TO FORM
AND LEGAL PROPRIETY:

JOHN P. DOERING
COUNTY COUNSEL

BY:

Alice Mimms
Deputy County Counsel

Date 6/25/15