

MEMORANDUM OF UNDERSTANDING
Between
Stanislaus County
and
California Nurses Association

Cover Page Notice

This is a copy of the Memorandum of Understanding (MOU) that reflects the final terms agreed-upon by the parties. The official signed version will be posted as soon as it becomes available.

1. SCOPE OF THE BARGAINING UNIT

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

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

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

2. TERM OF THE AGREEMENT

This Agreement shall remain in full force and effect for the period commencing upon ratification and Board of Supervisors adoption of the successor MOU and ending June 30, 2027.

3. NON-DISCRIMINATION/FAIR REPRESENTATION

A. Prohibitions Against Discrimination and Harassment

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. No employee, or applicant for employment, shall be discriminated against in any aspect of employment because of race, color, creed, citizenship, political affiliation or belief, sex, sexual orientation, gender identity or expression, genetic information, disability, medical condition, age, religion, ancestry, marital status, national origin, or any other characteristic protected by law. The County is committed to providing a work environment free from discrimination and unlawful harassment. The parties agree to recognize, respect, and support the County's commitment to nondiscrimination in employment as set forth in the County's Equal Rights Program. CNA agrees to encourage its members to assist in the implementation of that program.

Pursuant to the County's Workplace Harassment, Discrimination, and Retaliation Policy, the County will not tolerate written, verbal, or physical conduct that denigrates or shows hostility or aversion toward an individual based on any of the characteristics described above or otherwise protected by law. The County's Workplace Harassment,

Discrimination, and Retaliation Policy appears as Attachment B and on the County's website where it is available to all County employees, patients, and visitors.

Pursuant to the County's EEO Complaint Procedure, any employee, who believes they have been harassed or discriminated against because of any of the above reasons, may bring the matter to the attention of any supervisor, manager, or an Equal Employment Opportunity Coordinator. Complaints shall be processed and will be addressed in accordance with the EEO Complaint Procedure, which appears as Attachment E and on the County's website.

The County will promptly investigate all complaints of discrimination or harassment and will take all reasonable steps to protect RNs who report such conduct from continuing discrimination and harassment and from retaliation because of having reported such conduct. A RN who reports unlawful discrimination or harassment as defined in this Article, shall have the opportunity to be accompanied by a Union/Nurse Representative to any meeting(s) related to the complaint. The County will inform all witnesses of the County's prohibition against retaliation. Within a reasonable amount of time from the completion of the investigation, the employer will notify the reporting employee the results investigation is concluded and if the claims were substantiated.

B. Fair Representation

CNA agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining unit without favor or discrimination based upon a protected class as described above. 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.

3.1 DIVERSITY AND EQUITY

- A. The parties agree that CNA can appoint representatives to attend any existing Department committees working on the issue of Diversity Equity and Inclusion (DEI). Unless otherwise agreed upon, release time will be provided for one (1) appointed nurse to attend on County time without loss of pay.
- B. The County, upon request from the union, will allow the union to conduct a demographic survey solicited through the County email system, providing Registered Nurses an anonymous opportunity to self-identify with respect to, among other things, race/ethnicity, national background, educational background, sexual orientation, gender identity, age, and creed. The survey will also include unit, shift, job title, and pay rate. The solicitation email will include a link to the survey which will take employees away from any County based storage system and all data received will be maintained and protected by the association.
- C. The County agrees to meet and confer when any desired changes to minimum qualifications arise for this bargaining unit's classifications.

4. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA) AND FAIR EMPLOYMENT AND HOUSING ACT (FEHA)

Stanislaus County shall comply with the provisions of the Americans with Disabilities Act (ADA) and Fair Employment and Housing Act (FEHA). Individuals requesting reasonable accommodation under the ADA or FEHA shall follow the procedures set forth in the County's Workplace Accommodations Policy. The County and CNA acknowledge and agree that the ADA and FEHA may require modification of County policy or MOU provision in order to provide reasonable accommodation to individuals protected under the Act on a case-by-case basis. The County and CNA agree to meet and confer if the accommodation will require some modification of the MOU or County policy, which affects any terms or conditions of employment or is otherwise a mandatory subject of bargaining. Said meet and confer will be on a case-by-case basis and no single accommodation shall establish a past practice.

5. NO STRIKE

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

6. CNA RIGHTS

A. Access to County Facilities

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

B. Nurse Representatives

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

The parties agree that well-trained Nurse Representatives are essential to resolving workplace issues, and help to foster cooperative labor-management

relations. Therefore, the parties agree to the following:

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

2. For purposes of Memorandum of Understanding negotiations, the Association may elect up to six (6) employees to the Nurse Bargaining Team. Each Nurse on the Bargaining Team shall be eligible to be fully compensated by the employer for their regularly scheduled work hours missed because of their attending negotiating meetings and mutually agreed upon caucus time. The compensation to be paid to team members by the employer for regularly scheduled work hours missed shall include, but is not limited to, the employee's wages, differentials, supplementals, payment of health premiums, vacation and sick time accruals, seniority accruals, and any coverage for which the employee is otherwise eligible.

3. Pursuant to the provisions of SB1085/Government Code 3558.8, the County shall grant an employee, upon written request of CNA, a reasonable Union leave of absence without loss of compensation or other benefits for the purposes of enabling employees to serve as stewards or officers of CNA. A Union Leave of Absence may be granted on a full-time, part-time, periodic, or intermittent basis under the following procedures:

- a. The CNA Representative shall submit a written request to Human Resources at least 30 calendar days in advance of the requested leave. The request shall include dates/duration, classification, and bargaining unit.
- b. CNA shall reimburse the County for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits.

At the conclusion or termination of the leave granted under this section, the employee shall have a right to reinstatement to the same position and location they held prior to such leave, or if not feasible, a substantially similar position without loss of pay, benefits, accrual rates, seniority, rank, or classification.

The County shall not be liable for any act, omission, or injury suffered by any employee of the County if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for CNA. To the extent that the County is held liable for any such act, omission or injury, CNA shall indemnify and hold harmless the County.

Leave per this section is separate and different from release times addressed in Article 6 (B) 1. and 2. or any other Articles of this agreement which covers typical release times for Nurse Representatives.

C. Bulletin Boards

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

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

D. Distribution of Information

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

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

E. Use of County's Email and Facsimile System

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

The Union shall not use the County Internet e-mail to send non-Union related mail, marketing goods, advertising, social events, or solicitations other than for Union

membership.

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

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

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

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

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

F. Union Membership and Dues Deduction

1. Union Membership

All nurses covered by terms of this agreement may voluntarily become and remain members in good standing of the Association pursuant to the provisions of the Meyers-Milias-Brown Act. No nurse shall be required to join the Association as a condition of employment with the County.

2. Union Dues Deduction

The Association shall submit a certification/list to the County that it has and will maintain individual employee authorizations for payroll deductions, signed by the individual from whose salary or wages the deduction is to be made. The certification includes the Association's statement in the notification that the list is certified. The County shall rely upon written notification from the Association for any and all employee requests to cancel or change payroll deductions for dues. The Association is responsible to obtain and maintain voluntary written authorization for dues deductions. Dues deductions shall automatically renew unless written notice is provided by the Association. The County shall honor any changes to dues amounts provided by the Association. The Association is not

required to provide a copy of individual employee authorizations to the County unless a dispute arises about the existence or terms of the authorization. Deduction notification will be provided to County_Payroll@stancounty.com. Changes, cancellations, etc. received by the County prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Association notifies the County on January 14th, the deductions will be effective no later than the first full pay period in February. The parties recognize there is a lapse in time due to pay period processing constraints. The County will make every effort to process earlier if possible.

“Certain Part- Time Nurses” covered by this Agreement may elect to have payroll deductions for Association dues at the rate established by CNA for full-time members of the bargaining unit.

The County shall remit said dues, so collected, to the offices of CNA at 155 Grand Avenue, Oakland, CA, 94612 and will forward said deductions to the Association on a biweekly basis. The foregoing, however, is subject to sufficient funds being due to the Nurse for whom deductions are made, after the County has paid all of the legally required or Nurse-authorized payroll deductions.

In the event the Association changes its dues deduction amount, the County will process the change no more than thirty (30) days after receiving notice from the Association of the change; the change will take effect at the start of the first full pay period following. The County shall direct employee inquiries to cancel or change dues deductions to the Association.

A list shall accompany the deductions remitted to CNA offices, showing the names of the Nurses from whom deductions have been made and the amount of the deduction for each Nurse. CNA agrees to defend, indemnify and hold harmless Stanislaus County, its employees and agents against damages and claims of whatever nature arising out of deductions from employee paychecks.

Any communications received by the County regarding Association membership shall be returned to the Nurse by the County with reference to this Article. The County shall direct all bargaining unit member questions regarding Association membership to the Association.

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

3. Political Education and Action Fund

The County agrees to administer a voluntary check-off of employee contributions to the Union's political education and action fund. The program shall include the following provisions: 1. Contributions to the political education and action fund are voluntary for employees. 2. The Union is responsible for obtaining check-off authorization from each employee who wishes to have a voluntary payroll deduction and for notifying the County as provided above. 3. The authorization is

for regular recurring payroll deductions and is not used for one-time payroll deductions, and the deductions will be on the same schedule as dues deductions.

4. Association Deductions

Deductions shall be in accordance with the requirements of the Auditor-Controller. The Union agrees to defend, indemnify and hold harmless the County and its employees or agents, other than in cases of County negligence or misconduct, against claims of whatever nature arising out of deduction from employees' paychecks.

5. Bargaining Unit List

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

- Employee Name;
- Address;
- Job Classification;
- Employment Category;
- Department; Work Location;
- Contact Information (work / home / personal cellular telephone numbers / personal e-mail addresses / home address if available);
- Most recent date of hire;
- Current wage rate; and
- Employee Identification Number.

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

G. New Employee Orientation

The exclusive Association Representative and Chief Nurse Representatives shall receive not less than fourteen (14) calendar days advance notice of a new employee orientation for each County Department wherein bargaining unit nurses work, the notice shall include the department and location. At the end of each County Department's New Employee Orientation (where in bargaining unit nurses work), CNA will be allotted 30 minutes to communicate to its new members the rights and obligations created by the Memorandum of Understanding (MOU), the role of the representative and to answer questions. The County will provide an appropriate area just for CNA to meet with the new bargaining unit members. CNA shall provide four (4) calendar days advance notice of their attendance to the County prior to each New Employee Orientation. It is agreed that, should CNA

designate a Nurse Representative to meet with new employees, the Nurse Representative's time will be paid and the Nurse Representative will be released from work for the time needed to travel to and from the meeting location and to meet with employees, provided that the Nurse Representative gives their supervisor sufficient advance notice.

7. COUNTY RIGHTS

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

8. AUTOMATIC RESIGNATION

The parties agree that a Nurse who is absent without authorization and without contacting their supervisor for three (3) consecutive working shifts, or longer, will be presumed to have voluntarily resigned from County service, effective on the date at which the unauthorized absence began. The provisions of County Code related to Petition to Set Aside Resignation shall apply if the individual alleges that the resignation was the result of fraud, duress, or error.

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

9. BEREAVEMENT LEAVE

A. County Paid Bereavement Leave

A Leave of absence with pay may be granted to members of the bargaining unit pursuant to the County's Bereavement Leave Policy in the event of a death of a family member. Such leave pay may not exceed forty (40) working hours and will not be charged against accrued leave balances. The number of hours granted for bereavement leave pay will be

approved by the Department Head or designee based upon the circumstances of the bereavement occurrence. If the Department Head approves a lesser amount than the 40 hours, the nurse may use accrued leave balances to reach the 40 hours.

Leave time may be extended upon Department Head approval using the Nurse's accrued vacation or compensatory time. If no accrued vacation or compensatory accruals exist, the Department Head may grant an unpaid leave of absence under existing County leave policies. Paid leave extensions will not be unreasonably denied.

In the event the County denies the County paid time the nurse shall turn to section B of this article.

B. Protected Bereavement Leave

If the County does not approve County paid time for purposes of Bereavement, nurses maintain the right to take protected leave time off.

Upon hire, nurses have the right to take five (5) days bereavement leave which is protected leave under the California Family Rights Act (CFRA) and Government Code 12945.7. This leave is separate and distinct from the twelve weeks of leave permitted under CFRA and Government Code 12945.7. Employees may use any available accrued leave, such as sick leave. The employee may take leave without pay if no accrued leave is available.

Bereavement leave in sections A and B can be taken intermittently and does not need to be consecutive days. The employee must complete the bereavement leave within three (3) months of the qualifying family member's death.

Proof of the qualifying family member's death may be required. Acceptable documents include, but are not limited to, death certificate, obituary, signed verification from funeral home/mortuary, a burial society, crematorium, religious institution, government agency, or other documents deemed sufficient by management. Documentation, if required, shall be submitted no later than thirty (30) days after the first bereavement leave date taken, or an" later date authorized by management.

C. Qualifying Family Members in both A and B above:

- a) Spouse or registered domestic partner
- b) Child (biological, adopted, step-child, foster, legal ward, a child of a domestic partner, or child to whom the employee stands in loco-parentis)
- c) Parent or parent-in-law (biological, adopted, step-parent, foster parent, legal guardian, or person who stood in-loco-parentis when the employee was minor child)
- d) Grandparent or great-grandparent (the parent of the employee's parent or grandparent)
- e) Grandchild or great-grandchild (the child of the employee's child or grandchild)
- f) Sibling of the employee (related by blood, adoption, or affinity through a common legal or biological parent)
- g) The definition of "family" may be expanded to include other persons with whom the employee enjoyed a parent or family-like relationship. Department Heads or

designees are urged to use their best judgment, keeping in mind the unique composition of today's modern family.

10. CERTAIN PART-TIME NURSES

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

The following provisions shall apply:

When the County identifies a number of extra-help positions which can be scheduled for work with sufficient regularity to insure a minimum of ninety-six (96) hours per calendar month, those extra-help Nurses will be offered an opportunity to enter into individual employment Agreements to become Certain Part-Time (CPT) nurses with the County. The Nurse will agree to work as scheduled in advance by Agreement with the Department Head or their designee. The following provisions shall apply to these agreements:

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

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

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

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

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

- B. Certain Part Time Nurses will receive 24 hours of Continuing Education (CED) time annually. Certain Part Time Nurses hired between July 1 and December 31 will receive 12 hours of CED time in their first year of employment. Certain Part Time Nurses hired prior to July 1 will receive 24 hours. CED time will not accrue from year to year.
- C. The County paid term life insurance in the amount of ten thousand dollars (\$10,000.00).
- D. The County will pay into the Social Security system such employer contribution amounts as the system requires.
- E. Jury duty benefits.
- F. Participation in SDI.
- G. Nurses covered by this section shall accrue pro-rated vacation time as follows:
 - a) Nurses who have been employed by the County for 24 months or less will accrue .0385 hours of vacation for each hour worked for each pay period. Maximum possible annual accrual equals 80.08 hours (.0385x26x80).
 - b) Nurses who have been employed by the County for 25 months but less than 121 months will accrue .05775 hours of vacation for each hour worked each pay period. This amount will be pro-rated for partial hours worked during the pay period. Maximum possible annual accrual equals 120.12 hours (.05775x26x80).
 - c) Nurses who have been employed by the County for 121 months, but less than 241 months will accrue .077 hours of vacation for each hour worked each pay period. This amount will be pro-rated for partial hours worked during the pay period. Maximum possible annual accrual equals 160.16 hours (.077x26x80).
 - d) Nurses who have been employed by the County for 241 months or longer will accrue .09625 hours of vacation for each hour worked each pay period. This amount will be pro-rated for partial hours worked during the pay period. Maximum possible annual accrual equals 200.2 hours (.09625x26x80). All accrued vacation pay shall be granted to Nurses upon termination. In addition, a Nurse who leaves County service shall have their vacation accruals pro-rated on an hour for hour worked during their final pay period.
- H. Appointment up to the third step upon Department Head recommendation.
- I. Those Nurses identified as "Certain Part-Time Nurses" covered by this Agreement working on one of the specific holidays listed in Article 16 will receive time and one-half compensation for such work. Further, the parties agree that those Nurses identified as "Certain Part-Time Nurses" covered by this Memorandum of Understanding shall accrue equivalent vacation time not to exceed eight (8) hours for work performed on the following holidays: New Year's Day, January 1; Memorial Day; Independence Day, July 4; Labor Day; Thanksgiving Day;

Christmas, December 25; and eight (8) hours of time, on Christmas Eve, December 24. Accrual of this time shall be in addition to any compensation as provided by the Memorandum of Understanding.

- J. Nurses covered by this section, Certain Part-Time Nurses may elect to make voluntary contributions through payroll deduction to the County's Deferred Compensation program in accordance with established County procedures at the time of the next open enrollment period.
- K. Certain Part-Time Nurses will accrue sick leave consistent with applicable Federal and State laws regarding the use of sick leave including but not limited to AB1522 Healthy Workplace Family Act 2014, and any amendments thereto.
- L. Certain Part-Time Nurses, upon department head approval, will be eligible for Bereavement Leave Pay at a maximum of twenty (20) hours in the event of a qualifying death of a Nurse's family member. All other Bereavement Leave provisions covered in Section 9 and the County's Bereavement Leave Policy shall apply.
- M. For Certain Part-Time (CPT) nurses who enter into a Full-Time position, the County shall calculate their FTE years served (based on 2080 hours of continuous service) to be credited towards their Benefit Service date. This credit will determine the wages scale placement and initial accrual rate for accruable time. Subsequent changes in accrual rates will be based only on continuous full-time service.
- N. The County shall reimburse Certain Part-Time Nurses on a pro-rated basis for fees required to renew State required license certification. Fees associated with initial certification will not be covered, with the exception of new certifications required by the County. Payment shall be made upon submission of a County claim form and attachment of a receipt evidencing payment of the fee by the Nurse.
- O. Certain Part-Time Nurses who are authorized in accordance with County policy in excess of forty (40) hours per week shall be compensated by cash payment at the rate of time and one-half. Work in excess of twelve (12) hours on any particular day shall be compensated at the rate of two (2) times the regular rate of pay. Double time shall be compensated for twelve (12) hour shift Nurses after the twelfth hour of work.
- P. Effective the first full pay period upon California Nurses Association ratification and Board of Supervisors approval of the successor MOU, New Certain Part-Time Nurses hired after the effective date of this Agreement will receive a pro-rated recruitment bonus payment not to exceed \$1,500.
 - First installment of \$500 effective the first full pay period after completion of twelve (12) calendar months of service;
 - Second installment of \$500 effective the first full pay period after the completion of twenty-four (24) calendar months of service;
 - Third installment of \$500 effective the first full pay period after completion of thirty-six (36) calendar months of service.

Unpaid and unprotected leave time will not count towards the completion of calendar months. Employees that separate from County service and return to County service in the same employment status are not eligible for the recruitment bonus, (example: A Certain Part-Time Nurse leaves County service and returns at a later date as a Certain Part-Time Nurse is not eligible. A Certain Part-Time Nurse who leaves County service and returns in a full-time classification is eligible for the applicable hiring bonus).

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

The parties further understand that consistent with provision of the County Code of Stanislaus County, such part-time Nurses shall be eligible for salary step advancement upon evidence of at least satisfactory performance and completion of at least two thousand eighty (2,080) hours of continuous service at the preceding salary step. No more than one step advancement per 12 months.

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

11. COMPENSATION

Year 1

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

Year 2

All classifications covered by this bargaining unit shall receive a three percent (3%) base salary increase effective the first full pay period after April 1, 2025.

Year 3

All classifications covered by this bargaining unit shall receive a three percent (3%) base salary increase effective the first full pay period after July 1, 2026.

Additional Salary Increase/ Salary Adjustments

Effective the first full pay period after Union ratification and Board of Supervisors approval, the Nurse Practitioners series as follows will receive a ten percent (10%) equity adjustment:

Nurse Practitioner
Senior Nurse Practitioner
Psychiatric Nurse Practitioner
Senior Psychiatric Nurse Practitioner

Recruitment Bonus

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

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

Unpaid and unprotected leave time will not count towards the completion of calendar months. Employees may only receive one recruitment bonus in their career with the County. Employees who leave County service and return to County service in the same employment status are not eligible for the recruitment bonus, (example: Staff Nurse II leaves County service and returns at a later date is not eligible. Staff Nurse II who leaves County Service to return to school and returns as a Nurse Practitioner is eligible).

A. Staff Nurse Series

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

1. Staff Nurse I

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

2. Staff Nurse II

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

3. Staff Nurse III

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

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

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

B. Public Health Nurse (PHN) Series

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

1. Public Health Nurse I

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

2. Public Health Nurse II

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

Any Public Health Nurse II shall be eligible to receive three percent (3%) additional compensation for possession of a Master's degree and/or a national certificate in the area in which the Nurse is working.

3. Public Health Nurse III

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

Any Public Health Nurse III shall be eligible to receive three percent (3%) additional compensation for possession of a Master's degree and/or a national certificate in the area in which the Nurse is working.

C. Psychiatric Nurses

1. Detention Facility Compensation

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

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

2. Psychiatric Nurse Additional Compensation

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

D. Charge Nurse

Upon the recommendation of the Clinic Manager and at the Manager's discretion, with the final approval given by the Department Head or designee, Nurses in the classification of Staff Nurse II or Staff Nurse III shall be selected to perform the duties of a Charge Nurse. Nurses may be assigned the Charge Nurse duties in the absence of the Clinic Manager when they are not available by email, phone, etc. and cannot be reached in a reasonable amount of time. Nurses approved for the Charge Nurse assignment will be compensated five percent (5%) above their regular classification when performing the Charge Nurse duties.

E. Bi-weekly Payroll/Special Payroll Deductions

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

F. On-Call and Call-Back Pay

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

of \$4.00 per hour.

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

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

G. Overtime

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

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

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

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

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

H. Relief in Higher Classifications

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

Promotion”.

I. Rest Periods Between Shifts

Nurses shall have an unbroken rest period of at least twelve (12) hours between shifts worked. In the absence of said rest periods, the Nurse shall be compensated at the rate of time and one-half the regular rate of pay for any portion of the second shift actually worked. Nurses working a twelve (12) hour shift shall have an unbroken rest period of at least seven and one half (7 ½) hours between shifts worked.

The parties agree to the following change regarding the rest period between shifts: Time worked for which overtime pay has been compensated in either the form of time-and-one-half (1 ½) or double (2) time, including on-call service and callback work, shall count as rest periods for the purposes of this section with the following exception: A Nurse who reports to work prior to the start of their shift and who is compensated at time and one-half for such work, and who continues to work through their regularly scheduled shift shall be deemed to have not had a rest break if the twelve (12) hour or seven and one half (7 ½) hour rest period requirement as stated in the first paragraph of this sub-section has not been met.

J. Salary on Promotion

The County shall continue to guarantee a five percent (5%) minimum salary increase on promotion in accordance with the existing County Code provisions. An exception to this provision shall be made if the step to which the Nurse is promoted is six (6) cents or less per hour under the minimum increase. This section shall only apply for promotions to classifications within this bargaining unit or promotions to classifications assigned to another bargaining unit containing this provision.

K. Salary Step Advancement

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

L. Shift Differential

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

M. Reimbursement for Damaged or Destroyed Clothing

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

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

N. Bilingual Certification Pay

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

Certified bilingual employees required to use their bilingual skills within the course of employment will be granted bilingual certification pay. Bilingual employees who are not receiving bilingual certification pay will not be subject to discipline for declining to use bilingual skills in the course of employment. Bilingual certification pay may be removed when the employee is no longer required to use their bilingual skills within the course of employment. Effective the first full pay period after Union ratification and Board of Supervisors approval on the regular agenda, Bilingual Certification pay will increase from \$0.85 per hour to \$1.00 per hour.

12. CONVERSION TO PERCENTAGE EMPLOYEE STATUS

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

13. DISCIPLINE AND MEDICAL TERMINATION

- A. The parties understand and agree that discipline matters affecting members of the bargaining unit shall occur pursuant to relevant sections of the Discipline Ordinance of the County, which is included in this Agreement as Attachment A.

The County agrees to advise the Nurse and CNA at least seven days in advance of any termination for cause, outlining the reason for the action.

- B. Grounds for termination from County service in addition to those listed in the Discipline Ordinance shall exist. Under the Medical Termination provision, Nurses who are unable to perform duties due to personal health may be terminated from County service and the process considered to be a non-disciplinary termination. Such termination may be appealed pursuant to the appeal procedure outlined in the Discipline Ordinance.
- C. The County agrees that Nurses have the right to have a Union representative at a meeting with their superiors when the purpose of such meeting is to investigate facts concerning a possible disciplinary action. The Nurse may request to have an Association representative present at such meeting. Furthermore, the County shall advise a Nurse in advance if a requested meeting may result in discipline and shall inform the Nurse of the right to representation before any such meeting shall proceed.

14. EDUCATION/IN-SERVICE

A. Education Time

A Nurse is eligible for paid education leave in an amount not to exceed thirty-two (32) hours of paid leave time per calendar year pro-rated for new Nurses hired during the year. Education not used at the end of the calendar year shall only be converted to cash payment if the Nurse has made a reasonable attempt to request the use of the time through the calendar year and the request(s) have been denied, or time scheduled to attend CEU courses has been canceled by the County, or the continuing education program, or the nurse for extenuating circumstances based on Department Head discretion. For scheduling purposes, Continuing Education (CED) time requested between the Monday before Thanksgiving and December 31 will not be eligible for cash-out if time off is denied due to scheduling issues unless there have been previous requests that were denied.

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

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

Recovery Services. Paid education time shall not count as “time worked” for overtime calculations and shall only be compensated at straight time. The County will make every reasonable effort to Accommodate RNs’ school schedules.

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

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

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

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

B. Education Reimbursement

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

C. Staff Development

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

- a) Providing an organized plan to orient Nurses to the job description responsibilities and work assignments for nursing classifications.
- b) Keep nursing staff abreast of new and expanding nursing care programs and of new techniques, equipment, facilities and concepts of care.
- c) Providing an organized plan for orienting all new Nurses to the objectives, goals, policies and procedures of the County nursing service. This orientation shall be tailored to meet the individual needs of the Nurse.

- d) The parties agree that attendance at non-mandatory staff development training will be on the individual Nurse's time. Supervisors, however, may allow Nurses to attend continuing education classes during work time if staffing allows.
- e) The County agrees to provide one full Basic Life Support (BLS) Program each year and an additional BLS re-certification program each year. If not offered by the County, the County agrees to pay for the program (including associated material costs for program participation) if required for the position with pre-approval by department management. The cost of the book, if required of the BLS Program sponsored by the County, shall be waived for all Nurses required to be BLS certified.
- f) If Advanced Cardiac Life Support (ACLS) is required for a nurse's position with pre-approval by department management, the County agrees to pay for the nurse to attend the program, the certification, and recertification programs (including associated material costs).
- g) Any member of the bargaining unit may submit requests to the County In-Service for particular programs of interest. Those requests will be reviewed and the Nurse submitting the request will be notified of the feasibility whether the course they have recommended will be conducted.
- h) CNA will encourage Nurses to attend CE classes provided by HSA, Behavioral Health & Recovery Services, Doctor's Medical Center in Modesto and other departments.

15. GRIEVANCE PROCEDURE

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

16. HOLIDAYS

- A. Only the immediate days of mourning or holidays declared by the President of the United States and the Governor of California for which Federal and State offices are closed will be considered County holidays in addition to the specific list of holidays already present in the County Code.
- B. Working On A Holiday

When regular full time Nurses of the bargaining unit are required to work on the following holidays:

January 1, New Year's Day
Third Monday in January, Dr. Martin Luther King, Jr.'s Day

Third Monday in February, President's Day
Last Monday in May, Memorial Day,
June 19, Juneteenth
July 4, Independence Day
First Monday in September, Labor Day
November 11, Veteran's Day
Thursday in November designated as Thanksgiving Day
Day after Thanksgiving Day
December 24, Christmas Eve
December 25, Christmas Day

In addition to the equivalent vacation credit up to eight hours, at straight time, they shall receive time and one-half compensation for time worked. The time and one-half compensation is for work on the actual holiday only and does not apply to County observances on alternate days.

C. Holiday Time

Regular Nurses shall receive eight hours of holiday time for the above listed holidays in accordance with provision of the County Code 3.48, including equivalent in lieu of vacation time if the holiday is observed on a regularly scheduled day off in accordance with County Code 3.48.030.

- D. When approved by the County Board of Supervisors, the County will close offices during the week in which December 25th occurs. Office closure schedules will be communicated by September 30th of each Fiscal Year for the entire Fiscal year. Employees may opt to use vacation accruals, comp time or approved time off to cover any work days during the week in which holiday pay is not provided. With Department Head approval, employees may work during periods of approved office closures in limited circumstances to provide required County services. Employees using approved time off and not on an unpaid leave of absence will be eligible for Holiday pay even if on an unpaid status the day before and after the holiday.
- E. When January 1st, June 19th, July 4th, or November 11th fall on a Saturday the designated county holiday shall be observed on the preceding Friday in county facilities normally closed on Saturdays.
- F. When January 1st, June 19th, July 4th, November 11th, or December 25th fall on a Sunday the designated county holiday shall be observed on the following Monday in county facilities normally closed on Sundays.

17. INSURANCE

A. Health Insurance

Employee health insurance benefits are negotiated under a separate meet and confer through implementation process between the County and all represented employee bargaining units.

B. Domestic Partner

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

18. IRS CODE SECTIONS

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

19. COURT APPEARANCES

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

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

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

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

20. LEAVES OF ABSENCE

A. Members of the bargaining unit may request a leave of absence, and it shall be granted pursuant to the County Code and the County Family Medical Leave Policy which is consistent with the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).

B. Unpaid and Unprotected Leaves of Absence

Leaves of absence that are not protected under applicable state and federal laws

may be granted for maternity or paternity needs, illness (upon exhaustion of available paid sick leave), educational and professional development pursuits including attending schools, seminars, conventions, and workshops, etc. and other compelling personal reasons upon Department Head approval.

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

As a condition for an unpaid leave of absence to continue, the County may require the Nurse on leave to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved. When a Nurse returns to a "paid status" they will accrue vacation and sick leave benefits in proportion to the base hours worked in that pay period.

In addition, it is agreed that in order to accrue holiday, vacation, and sick leave benefits for a given pay period, the Nurse on an unpaid leave of absence must work or be in a "paid status" for the major portion of their regular work schedule for the pay period. When a Nurse returns to a "paid status" they will accrue vacation and sick leave benefits in proportion to the base hours worked in that pay period.

The granting of any leave of absence or other time off, that is without pay and unprotected, exceeding fifteen (15) consecutive calendar days shall cause the Nurse's date of eligibility of increased vacation accrual rates under this section to be postponed by the equivalent number of days.

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

- C. The leave of absence policy of Stanislaus County will be in compliance with the applicable state and federal laws, including but not limited to Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).

21. PERFORMANCE EVALUATION

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

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

The Nurse shall be notified of the right to attach comments to the document. Each evaluation shall have a place for the Nurse's signature and date the Nurse was presented with the evaluation. The Nurse's signature shall indicate only that they have received the evaluation and read it.

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

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

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

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

22. DEPARTMENTAL PROBATIONARY PERIOD

Nurses taking a voluntary demotion in the same series or transferring between departments in the same classification may be required to serve a new departmental probationary period as a condition of the transfer not to exceed six (6) months.

23. NURSING PRACTICE

No action by the County shall exceed, nor require the nurse to exceed, the limits of Nursing licensure as defined by law and by pertinent regulations, jeopardize the health and safety of Nurses covered by this Memorandum of Understanding, the Nurse Practice Act or violate the standards of commonly recognized nursing practice. If a Nurse believes that circumstances are present which may jeopardize a patient's or Nurse's health or safety, the nurse is encouraged to file an Assignment Despite Objection (ADO) form as referenced in Section 25, Professional Performance Committee and the Nurse shall immediately report the details to the person in charge.

In accordance with the County's Safety Manual - Injury & Illness Prevention Program, employees are responsible to discontinue any specific activity that the employee feels or knows could lead to injuries, illness, or property damage, and promptly seek guidance from their immediate supervisor regarding the activity. No employee shall be retaliated against for reporting hazards or potential hazards or making suggestions related to safety. Employees shall consciously strive to perform all tasks, assignment, and duties in the safest way possible.

24. LICENSING AND FURNISHING FEES

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

In addition, the County will reimburse Nurse Practitioners (NPs) for fees required to obtain and maintain a "furnishing number." NPs whose positions require a DEA (Drug Enforcement Agency) license in the future must have the department's CFO's (Chief Financial Officer's) signature on the application to determine if waiver of fee for government agency is available.

25. PROFESSIONAL PERFORMANCE COMMITTEE

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

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

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

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

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

Goals and Purposes:

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

- A. Matters concerning professional standards of nursing
- B. The application of such standards in the County
- C. Issues which relate to the professional practice of nursing
- D. The quality of patient care

- E. Effectiveness of acuity staffing systems
- F. Relations with other professionals
- G. Caseload distribution
- H. Such other subjects that are deemed by the Committee as relevant to the development and maintenance of the highest level of patient care

Meetings and Facilities:

The Committee will schedule meetings on a regular basis. Any Department Head may also request an opportunity to meet with the Committee. The Committee may use County facilities to hold meetings with prior scheduled approval of the Department Head or designee. Committee members will attend meetings during their own time unless prior approval is received from the Department Head or designee.

Composition:

For the term of the Memorandum of Understanding, two (2) hours of release time per month shall be provided, for up to four (4) Nurses, to participate in the Professional Performance Committee.

Assignment Despite Objection (ADOs):

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

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

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

26. SENIORITY

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

27. REPORTING PAY

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

1443.5). The County will make reasonable efforts to have the Nurse work in an area in which the Nurse prefers to work.

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

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

28. RESIGNATION NOTICE

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

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

29. WORKPLACE HEALTH AND SAFETY

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

CNA agrees to support and encourage its members to participate in such safety training as the County may provide, wear such safety equipment as is required by the County, and to adhere to such safety procedures governing methods of work or equipment as may be required. The County will purchase or reimburse Nurses for purchase of any personal safety equipment specifically required by the County in order to comply with the provisions of CAL-OSHA. The County shall provide protocols and personal protective equipment (PPE) based on the type and nature of infectious disease or substance.

The County will comply with all aspects of the California Code of Regulation and Cal/OSHA standards/regulations, that are applicable to the County, including but not limited to, providing education to Nurses relating to various Nurse safety and security topics appropriate to each work environment or infectious disease. The County shall provide training and education, as required, for all nurses who may be exposed to patients, their bodily fluids, or other potentially infectious or hazardous materials. Training and education shall include, but not limited to, appropriate training in the donning and doffing of PPE, facility exposure control plans, and other programs related to infectious diseases. There will be additional training and education as needed based on new conditions related to infectious diseases and other hazardous substances. Such training and education will be provided to the Nurses on County time.

In accordance with Labor Code section 6311, RNs have the right to refuse, and shall not be laid off or discharged for such refusal, hazardous work if (a) performing the work would violate a Cal/OSHA health or safety regulation, and (b) the violation would create a “real and apparent hazard” to the nurse or their coworker. However, before a refusal, the nurse should (a) tell their supervisor about the hazard and ask that it be corrected, (b) explain that they are willing to continue working if the hazard is corrected or you are assigned other work that is safe; (c) state that they believe a health or safety regulation is being violated; and (d) contact their nurse representative.

The parties agree that CNA shall appoint representatives to serve on the County’s Safety Committees at BHRS (Behavioral Health Recovery Services, including outpatient clinics), HSA (Health Services Agency, including outpatient clinics), and the CSA (Community Services Agency). Participating CNA representatives may make recommendations to the Department Head about safety issues.

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

The County and the Association agree that the workplace should be free from threats and acts of violence. The County is committed to providing a safe and healthful working environment for its employees while maintaining an atmosphere conducive to openly and fully serving the public. County Policy on Security/Violence in the Workplace Policy and the procedures, guidelines and appendices adopted pursuant thereto have been developed to address all forms and types of security and workplace violence issues. The County Personnel Manual, Tab 18 (Safety Policies) describes the comprehensive policies and procedures that address this subject. The Safety Committee may consider the particular importance of the types and means of security measures for public facing facilities where RNs work and make appropriate recommendations thereof. When the County determines to reduce the number of security personnel at public facing facilities where RNs work, the County will give the association prior notice and opportunity to discuss the impacts thereof.

The issue of campus safety and infectious disease controls and mitigation will be placed

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

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

30. WORKER'S COMPENSATION

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

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

31. SICK LEAVE

A. Accrual/Use

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

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

The County will comply with applicable State and Federal laws regarding the use of sick leave including, but not limited to, CA Labor Code 233 Kin Care and CA Labor Code Section 230.8 Family School Partnership Act, and 246.5.

Pursuant to Labor Code §233, §234, and §246.5, the County shall not require as a condition of using paid sick days that the employee search for or find a replacement worker to cover the days during which the employee uses paid sick days. The County shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days, attempting to exercise the right to use accrued sick days, filing a complaint with the department or alleging a

violation of the above Labor Code sections, cooperating in an investigation or prosecution of an alleged violation of the above Labor Code sections, or opposing any policy or practice or act that is prohibited by the above Labor Code sections.

B. Sick Leave Cash-Out at Termination

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

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

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

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

Any Nurse who, as of January 1, 1995, has accrued time in excess of six hundred (600) hours shall be cashed out upon termination for the amount of time accrued as of January 1, 1995 as provided for in this section. The total sick leave accrual on that date shall become the Nurse’s individual maximum or cap for sick leave cash-out purposes while the Nurse remains in the continuous employment of the County. For example, if the Nurse has one thousand (1,000) hours on the date the cash-out maximum takes effect, they would be cashed out for fifty percent (50%) of one thousand (1,000) hours or five hundred (500) hours upon retirement. Any time accrued and in excess of this time will not be subject to cash-out.

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

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

32. RETIREMENT

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

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

33. TRANSFER REQUESTS

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

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

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

34. POSTING AND FILLING OF VACANCIES

All Registered Nurse assignment vacancies covered in this Agreement shall be announced through the email system of each department that employs registered nurses.

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

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

35. VACATION

A. Vacation Accrual

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

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

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

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

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

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

B. Vacation Pay

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

In addition, a Nurse who leaves County service shall have their vacation accruals pro-rated on a hour for hour basis for base hours during their final pay period.

C. Vacation Time Request

The Division Head and/or Manager shall approve or deny written requests for vacation within fourteen (14) days of receipt of the request and shall make reasonable efforts to accommodate such requests. If the nurse receives no response from the immediate supervisor within the fourteen (14) calendar days the nurse may refer the matter to their next immediate "reports to". No vacation request shall be unreasonably denied because of the season of the year.

D. Limited Cash Conversion of Vacation

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

E. Vacation Accumulation Maximum

Nurses who have reached the four hundred fifty (450) hour vacation accumulation maximum shall not accrue any additional vacation time. Accrual of vacation time

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

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

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

If the Nurse makes a good faith effort to request vacation time and the request is denied by the department, upon the Nurse's request they will receive up to eighty (80) hours of vacation cash-out. It is understood Nurses may have to request vacation time outside of high use time, i.e., holiday seasons and summer months. It is also understood that if the Nurse fails to request up to the eighty (80) hours of vacation cash-out, no additional vacation time shall accrue over the four hundred and fifty (450) hour maximum cap.

F. Cash-Out in Deferred Compensation Program

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

36. WORK SCHEDULING

A. Every Other Weekend Off Schedule

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

B. Meal Periods

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

In accordance with California Labor Code §512 and §512.1:

- (1) Nurses who work more than five (5) consecutive hours in a day shall be provided an uninterrupted, 30-minute, duty-free meal period during their shift. With supervisor approval, nurses who work no more than six (6) hours may waive their one meal period.
- (2) Nurses who work more than 10 consecutive hours in a day shall be provided a second uninterrupted, 30-minute, duty-free meal period. If the Nurse works more than 10 consecutive hours in a day and if the total hours worked is no more than 12 hours, with supervisor approval, the Nurse may voluntarily waive one (1) of the 30-minute meal periods, either the first lunch or the second lunch. Meal waivers are revokable by the nurse at any time with a 24-hour notice to the employer.
- (3) If a Nurse misses a meal period due to work related reasons, the Nurse must report the missed meal period to their supervisor. The County will have a mechanism within PeopleSoft where nurses can claim a missed meal break and shall be compensated.

Nurses shall be entitled to a monetary payment equivalent to one hour of penalty pay at the Nurse's regular rate of pay for each workday that the Nurse was not able to take a meal period due to work related reasons.

Nurses are responsible to ensure that they take their meal period or seek prior approval to waive or miss a meal period. In cases where prior approval is not obtainable, the nurse will not be denied missed meal period compensation.

C. Work Schedule Posting

The work schedule shall be posted at least fourteen (14) days in advance and shall not be changed unless by mutual agreement of the County and the employee, except in cases of declared emergency, unexpected staffing changes, or operational changes impacting workflow.

D. Rest Periods

In accordance with California Labor Code §512 and §512.1 and this agreement, each nurse is entitled to two (2) uninterrupted, paid rest periods in any shift of eight (8) hours, and three (3) uninterrupted, paid rest periods in any shift of more than ten (10) hours. Such rest periods are not to exceed fifteen (15) minutes in any four (4) consecutive hours of work. It is further recognized that rest periods are not cumulative, nor may rest periods be used to alter an employee's normal work hours or meal periods. A missed rest period will be compensated in accordance with California Labor Code §512 and §512.1.

If a Nurse misses a rest period due to work related reasons, the Nurse must report the missed rest period to their supervisor. The County will have a mechanism within PeopleSoft where nurses can claim a missed rest period and shall be compensated.

Nurses shall be entitled to a monetary payment equivalent to one hour of penalty

pay at the Nurse's regular rate of pay for each workday that the Nurse was not able to take a rest break due to work related reasons.

Nurses are responsible to ensure that they take their rest period or notify their supervisor of their missed rest period. In cases where prior approval is not obtainable, the nurse will not be denied missed rest period compensation.

E. Alternative Work Schedule

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

Employees may request to work a flexible schedule or to modify a current flexible schedule with written notice to the Department Head or designee of no less than four (4) weeks. Employees working a flexible schedule will be provided no less than four (4) weeks notice prior to the department altering their flexible schedule (other than short-term changes to accommodate business needs). Flexible schedules should be evaluated no less than annually in order to confirm the schedule continues to meet the needs of both the employee and/or the department. Department has sole discretion to approve or deny flexible schedule requests and such decisions are not subject to review.

37. 12-HOUR SHIFT PROCEDURES

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

- A. Meal and rest periods for 12-hour shifts shall be as provided in accordance with California Labor Code §512, 512.1 and covered under Article 36 (B) and (D), titled Working Scheduling of this agreement.
- B. Each Nurse working a 12-hour shift schedule will receive every other weekend off unless the Nurse requests an exception and it is approved by the respective Clinic Manager. In addition, except in cases where staffing emergencies preclude, Nurses shall receive at least two consecutive days off each week. Further, except in cases where staffing emergencies preclude, no Nurse shall be required to work more than four consecutive days.
- C. Work on a 12-hour shift schedule will not result in any change in the number of hours or methods of accrual of hours or work, sick leave, holiday, or vacation

benefits.

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

38. AUTOMOBILE USE

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

39. PHONE USE

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

40. PERSONNEL FILES

A. Access to Official Personnel Files

The parties agree that the County Chief Executive Office policy, as found in Section 29 of the County Personnel Manual, on access by an employee to the contents of their official personnel file maintained by the Chief Executive Office will continue. That policy provides that upon request, an employee may review the contents of their official file and be provided with a copy of any materials in that file. With the written consent of the employee, a designated representative of the employee may review the contents of the file.

B. Access to Department Personnel Files

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

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

C. Adverse Material

No adverse material may be placed in an employee's official personnel file,

maintained in the Chief Executive Office, unless such material is first discussed with the employee. The employee must be informed that the material will be placed in their personnel file. The employee shall be given an opportunity to sign the document acknowledging receipt, and then given a copy of the document. If the employee is not available, a copy of the material must be sent certified mail to the employee's home. Employees may submit rebuttals to such adverse documents and said rebuttal shall be placed in the official personnel file.

41. JOINT DISCUSSIONS

Joint Labor-Union Management Committee

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

Health and Safety and Infectious Disease Program

The County proposes to discuss the Union's concerns under the existing language in Article 41, Joint Discussion, of the Memorandum of Understanding to discuss the communicable disease response. The County agrees the input of Nurses is a valuable resource in building and evaluating the Health Services Agency Communicable Disease Protocols. In the interest of both parties, a discussion session would be scheduled at a mutually agreed upon time within three months of the union ratification and Board of Supervisors approving the tentative agreement.

42. SEVERABILITY

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

43. FULL UNDERSTANDING

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

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

44. NURSE RECRUITMENT AND RETENTION

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

45. PATIENT CARE TECHNOLOGY

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

ATTACHMENT A DISCIPLINE

Discipline of Permanent Classified Employees

Causes for Discipline

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

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

Notice of Intended Discipline

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

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

- B. Prepare and serve a written notice reviewed by the County Counsel to inform the employee of the intended action, the reasons therefore, and the right to respond to the department head intending to impose the discipline. The notice shall identify the materials on which the action is based with sufficient certainty as to permit inspection of them by the employee. A copy of the intended charges shall be attached to the notice;
- C. The employee, given notice of intended disciplinary action, may within seven days after service of the notice respond to the department head either orally or in writing. The employee shall not be entitled to a formal hearing with examination of witnesses but he may present statements by themselves, written statements of any witness and other documentary material. He may be represented by another in presenting his response. The department head shall fairly and impartially consider the employee's response and shall thereafter: (1) impose the intended disciplinary action; (2) notify the employee that the intended disciplinary action will not be imposed; or (3) amend the charges. In the event the department head substantially amends the intended charges or punishment, the employee shall be given another notice as provided in subsection B of this section.

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

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.

Notice or Order Service

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

Hearing Board and Hearing Officer

- A. The Chairman of the Board of Supervisors shall appoint a three-member disciplinary proceedings hearing board to hear appeals pursuant to this chapter. The hearing board shall consist of a member of the State Bar of California, who shall act as chairman, a County department head and an employee. Proposed members shall be selected as follows:
 - 1. The Director of Personnel shall submit the name of a member of the State Bar of California who shall not be a member of the County service.
 - 2. The Director of Personnel shall submit the name of a head of a department of the County.
 - 3. Upon the request of the Director of Personnel, each recognized employee organization shall, within five working days, nominate a permanent full-time employee of the County, and the Director of Personnel shall submit the name of the employee chosen by lot, provided that if a recognized employee organization fails to nominate an employee, the Director of Personnel shall do so. In the event the appellant is from the same department as a member of the appeal board, the Director of Personnel shall submit another

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

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

Hearing Rules

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

Immediate Termination

Notwithstanding the provisions of County Code related to Notice of Intended Discipline, 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 County Code related to Notice of Action and Appeal.

Measures Pending Final Determination

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

- A. Defer the imposition of the punishment until the final order of the hearing board;
- B. Place the employee on leave of absence with compensation;
- C. With the concurrence of any department head involved, require the employee to perform such duties as may be assigned in the same or another County department with no reduction in compensation. Reassignment without the consent of the employee shall not exceed a period of ninety days if accusations against the employee are under investigation, but such assignment may continue until the action becomes final if the employee has been given notice of discharge.
- D. Suspend the employee without pay if accusations against the employee are under investigation, and the accusations are such that, if true, immediate removal is essential to avert harm to the County or to the public, provided: (1) the employee shall be accorded the rights provided by this chapter, and may appeal the order of suspension to the hearing board at any time during the period of suspension; (2) the period of suspension without compensation shall not exceed forty-five (45) days; (3) that in the event the employee is not served with notice of intended charges during the period of suspension, the employee shall be reinstated in County service as of the initial date of suspension; (4) that in the event the punitive action taken against the employee does not result in termination of employment, the employee shall be restored to County service for the period of the preliminary suspension and any disciplinary suspension or reduction in rank or ordered or approved by the hearing board shall commence on or after the date of the punitive action by the department head. The department head may discontinue an employee's leave of absence with compensation giving the employee forty-eight (48) hours' notice in writing to return to duty.

Maximum Suspension

No disciplinary suspensions shall be imposed for any period exceeding forty-five (45) days, and the order for suspension shall expressly state, in addition to the reason therefore, the date of the commencement and expiration of suspension.

Hearing Procedure

The hearing shall proceed as follows:

- A. The hearing board may adopt rules of procedures. The Director of Personnel shall be ex officio secretary to the hearing board, and the Director of Personnel shall be authorized to issue subpoenas, make necessary orders and administer oaths in connection with the proceedings of the hearing board. Any person failing to obey a subpoena, or subpoena duces tecum, or to be sworn and testify, shall be deemed to be in contempt of the hearing board and the hearing board shall have the power to take such proceedings and impose such punishment thereof as may be taken by the Board of Supervisors pursuant to Title 3, Division 2, Part 2, Chapter 1, Article 9 (Section 25170 through 25176) of the Government Code.
- B. The Director of Personnel shall cause the proceedings to be recorded by any method he finds to be appropriate. Any person may purchase all or part of the record provided the request therefore is made within ninety (90) days of the date of service of the final decision of the employee, the department head or the Director of Personnel shall have a right to purchase a transcript of a hearing held in closed session. A request for the record shall be accompanied by payment of the estimated cost thereof as determined by the Director of Personnel, and the person making the request shall be obligated to pay the full cost prior to delivery of the transcript.
- C. The burden of proof shall be on the head of the department issuing the disciplinary order. The quantum of proof required to sustain such action shall be preponderance of the evidence.
- D. At the hearing the employee may be examined under Section 776 of the California Evidence Code. Failure of the employee to appear at the hearing or failure to testify if called as a witness shall be deemed a withdrawal of the employee's appeal and the action of the department head shall be final.
- E. The hearing board may affirm or revoke the action taken by the department head or may modify such action to a less severe punishment. The hearing board may order the employee returned to his/her position either as of the date of the punitive action by the department head or as of such later date as the hearing board may specify. If the hearing board shall revoke or modify the order of the department head, the appealing employee shall be granted forthwith all rights and privileges pertaining to County service in accordance with the order of the hearing board.

Petition to Set Aside Resignation

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

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

Attachment B



PERSONNEL MANUAL
EMPLOYEE CONDUCT / BEHAVIOR EXPECTATIONS
APPROVED SEPTEMBER 29, 2020 / RESOLUTION #2020-0520
WORKPLACE HARASSMENT, DISCRIMINATION
AND RETALIATION PREVENTION POLICY

Revised 09/2020

PURPOSE

Stanislaus County is proud of its tradition of a collegial work environment in which all individuals are treated with respect and dignity. Individuals have the right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices. **At Stanislaus County, harassment, discrimination and retaliation whether verbal, physical or environmental, is unacceptable and will not be tolerated.**

It is the intention of this Policy to prohibit, eliminate and prevent harassment, discrimination and retaliation and its effects in the workplace. To do this, the County, through this Policy, defines harassment, discrimination, and retaliation and sets forth a procedure for filing, investigating and resolving internal complaints.

POLICY

Harassment, discrimination, and retaliation of an applicant or employee by an employee or non-employee on the basis of a protected classification is not acceptable and will not be tolerated. Protected classifications include, but are not limited to: race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sexual orientation, genetic information, gender, gender identity, gender expression, military and veteran status, or other protected classifications under the law. Annually, the Board of Supervisors reaffirms its commitment to non-discrimination by adopting the County's Equal Employment Opportunity Non-Discrimination Statement. Please review the annual Non-Discrimination Statement for updates to protected classifications. The Non-Discrimination statement is located in each department, in the Personnel Manual, and on-line on the County's Equal Rights website.

This Policy applies to all terms and conditions of employment, including, but not limited to: applications, screening, interviews, hiring, job assignments, promotion, disciplinary action, layoff, re-employment, transfer, leave of absence, compensation and training.

Disciplinary action up to, and including, termination will be instituted for an employee's behavior which conflicts with expectations as described in the definition of harassment, discrimination, and retaliation set forth in this policy.

An employee may be subject to discipline for engaging in harassing conduct that is not covered by the definition of harassment under the law, but, if repeated or allowed to continue, may fall under that definition.

HARASSMENT AND DISCRIMINATION

Discrimination and harassment behavior is a form of misconduct that violates this Policy and in some cases may constitute misconduct that violates federal and state laws. When evaluating complaints of hostile, offensive, or abusive conduct, the County will consider both current legal standards and County Policy. Examples of harassment, discrimination, and prohibited behavior include, but are not limited to:

- Discrimination is the unequal treatment of individuals with respect to the terms and conditions of their employment, based on their membership in a protected classification.
- Harassment is unwelcomed verbal, physical, visual, or electronically communicated conduct based on a person's actual or perceived membership in a protected classification. Examples of prohibited behavior include but is not limited to, the following:
 - Speech such as epithets, derogatory comments, offensive remarks or slurs and lewd propositioning based on a protected classification. This includes inappropriate sex-oriented comments on appearance, including dress or physical features, or race-oriented stories and jokes.
 - Physical acts such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement when directed at an individual based on a protected classification. This includes pinching, grabbing, patting, propositioning, leering, or making explicit or implied on-the-job threats or promises in return for submission to physical acts.
 - Visual insults, such as derogatory posters, cartoons or drawings related to a protected classification.
 - Circulation or posting of inappropriate materials including but not limited to jokes, messages, cartoons, or pictures, through written, electronic, or other means.
 - Conduct that affects or interferes with an individual's job performance when it creates a hostile, offensive, or abusive working environment.
- Sexual harassment is illegal and is a form of sex discrimination under federal and state law. The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as:
 - Unsolicited and unwelcomed sexual advances, requests for sexual favors, and other verbal, physical, visual, or written conduct of a sexual nature directed at persons of the same or opposite sex when such conduct is made either explicitly or implicitly as a term or condition of an individual's employment.
 - When submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

- When such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or otherwise offensive working environment.
- Other examples of types of conduct which may constitute sexual harassment include:
 - Explicit sexual propositions, preferential treatment in exchange for sexual favors, retaliating or getting back at someone who turns down sexual advances.
 - Sexual innuendos, suggestive comments, sexually oriented joking or teasing, or jokes about gender specific traits.
 - Dissemination of printed visual material, display or electronic communication of offensive or obscene jokes, messages, or pictures.
- All harassers, including both supervisory and non-supervisory employees, may be held personally liable for harassment or facilitating and/or promoting such harassment.
- **It is no defense to a claim of harassment that the alleged harasser did not intend to harass.**

TRAINING

California law requires that all employers of five or more employees provide one hour of sexual harassment and abusive conduct prevention training to non-supervisory employees, and two hours of sexual harassment and abusive conduct prevention training to supervisory employees. These trainings are legally required and designed to educate everyone about what is, and is not, acceptable behavior in the workplace. All employees must receive training by January 1, 2021. The law requires new supervisory employees to be trained within six months of assuming their supervisory position, and most new non-supervisory employees to be trained within six months of hire. Per this Policy, the County requires all employees to be trained within 60 days of hire, or assignment to a supervisory classification. After the initial training, all employees must repeat the training course once every two years.

RETALIATION

Retaliation against an individual who reports, files a complaint, or assists in the investigation of a complaint or otherwise opposes conduct the individual reasonably believes to be harassment, discrimination, or retaliation, is prohibited. Retaliation occurs when adverse action is taken against an individual specifically for reporting a concern about an unlawful employment practice. Employees (supervisors, co-workers and management) found to be retaliating against another employee shall be subject to disciplinary action up to, and including, termination.

RESPONSIBILITY FOR RESPONDING TO AND REPORTING DISCRIMINATION, HARASSMENT AND RETALIATION

All employees are encouraged to report discriminatory, harassing, or retaliatory behavior, whether directed at themselves or at co-workers.

Supervisory employees are required to take corrective action if employees are subjected to discrimination, harassment, or retaliation based on a protected classification. If a complaint is made to a supervisor, or if a supervisor becomes aware of potential discrimination, harassment, or retaliation, the supervisor must immediately report it to the Departmental Equal Rights Officer or Department Human Resources personnel. Any supervisor who receives a complaint of discrimination, harassment, or retaliation and fails to report it may be subject to disciplinary action.

Departments must follow the Equal Employment Opportunity (EEO) Complaint Procedure for all complaints of discrimination, harassment, and retaliation. Departments are responsible for ensuring that all employees know of and are trained periodically regarding this policy.

COMPLAINT PROCEDURE

Employees are encouraged to resolve issues and concerns under this policy at the lowest supervisory level of the organization possible given the circumstances of the issues involved. While Stanislaus County encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome, Stanislaus County also recognizes that power and status disparities between the individuals involved in the situation may require an alternative resolution process. In the event that such informal, direct communication between individuals is either ineffective or impractical, the County's Equal Employment Opportunity (EEO) Complaint Procedures should be followed in reporting a complaint of harassment, discrimination or retaliation. The County's EEO Complaint Procedure is located in the County's Personnel Manual and on-line on the County's Equal Rights website. To initiate the EEO Complaint Procedure, any employee, job applicant, or person seeking County services who believes he or she has been subject to harassment, discrimination or retaliation in violation of this policy may make a complaint orally or in writing with any of the following:

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

This procedure shall apply to allegations of harassment, discrimination and retaliation in any employment action or in the delivery of public services based upon a protected classification. County departments may develop separate policies and procedures related to processing complaints regarding the delivery of public services in compliance with all applicable federal and state laws and regulations. Applicants or employees may also file a complaint with a government agency such as the Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC).

All complaints are kept strictly confidential and disclosed only for business necessity on a need to know basis. All complaints are responded to timely, investigated (if necessary) by qualified personnel in a timely and impartial manner, and documented and tracked. If it is determined that a violation of this Policy occurred, the County will take appropriate remedial action.

APPLICATION

This Policy applies to all employees of Stanislaus County, including volunteers, interns, contract employees, supervisory employees, department heads, and elected officials. All employees shall review and acknowledge this Policy electronically in PeopleSoft and a record of such acknowledgment shall be maintained electronically as part of the employee's personnel record.

CONCLUSION

Stanislaus County has developed this Policy to ensure that all of its employees can work in an environment free from harassment, discrimination, and retaliation. Stanislaus County will make every effort to ensure that all personnel are familiar with the Policy and know that any complaint received will be thoroughly investigated and appropriately resolved. Employees are encouraged to contact their department's designated Human Resources Representative, or any member of the Chief Executive Office Human Relations Division at (209) 525-6341, with any questions related to the provisions of this policy.

ATTACHMENT C GRIEVANCE PROCEDURE – MOU PROVISION

Procedure for Settling Grievances Including Binding Arbitration

I. Intent:

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

II. Definitions:

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

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

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

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

IV. Representation:

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

V. Time Limits:

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

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

VI. Grievance Procedure Steps:

- A. Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. The employee should advise his immediate supervisor that a grievance is present and explain it to the immediate supervisor no later than fifteen (15) working days after he/she becomes or should become aware of the issue. The immediate supervisor shall thereafter hear, and decide the matter informing the employee of the decision orally within seven (7) working days.
- B. Written Grievances - If the grievance is not resolved through informal discussion, the employee may within seven (7) working days from the date of the supervisor's informal decision, submit a written grievance to said supervisor with a copy submitted to the department head and the Director of Personnel. Such a written grievance, signed by the employee shall set forth the facts at issue, the relief sought and time of occurrence of any alleged incident or violations precipitating the grievance. The supervisor shall thereafter further investigate and consider the grievance and deliver a written decision to the employee within seven (7) working days after receiving the grievance.
- C. Department Head Review - If the grievance is not resolved by the written decision of the supervisor, the employee may request in writing within seven (7) working days after delivery of prior written decision that the grievance be reviewed by the department head. If such a request is received, the department head or his/her designee shall conduct such meeting(s) with the employee, informal hearings or investigations as are appropriate in his/her judgment and deliver to the employee a written decision within seven (7) working days after receipt of the review request.
- D. Advisory Opinion of Director of Personnel - At any point in this procedure after filing a written grievance or complaint, the Director of Personnel may offer, or either party may request, the non-binding advisory opinion verbally or in writing of the Director of Personnel concerning resolution of the grievance or complaint.
- E. Grievance Appeal - If the employee wishes to appeal the department head's decision, he/she shall do so in writing to the Director of Personnel within ten working days after receipt of the department head's decision. The employee may elect to submit the grievance for final decision to the Chief Administrative Officer. If the employee is represented by the recognized employee representative of the assigned bargaining unit, through the elected representative only, the grievance may be submitted for binding arbitration. Within the specified time period the employee and/or the elected representative as specified herein, shall specify in writing to the Director of Personnel whether the grievance should be submitted to the Chief Administrative Officer or binding arbitration. The decision to utilize binding arbitration shall be the prerogative of the recognized employee organization only, with the employee's concurrence; access to only one of the two procedures for the purpose of resolving the alleged grievance shall be given the employee(s); the option of

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

1. Submission of the Grievance Appeal to Chief Administrative Officer

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

2. Submission of the Grievance Appeal to Binding Arbitration

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

a. Selection of Arbitrator

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

b. Arbitration Issues

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

c. Arbitration Expenses Shared

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

d. Duty of Arbitrator

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

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

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

e. Binding Decision

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

f. Arbitrator's Decision Due

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

g. Non-Employee Organization Representation

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

ATTACHMENT D

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

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

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

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

B. Submission of the Disciplinary Appeal to Binding Arbitration

1. Notice of Action and Appeal

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

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

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

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

2. Selection of Arbitrator

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

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

3. Arbitration Issues

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

4. Arbitration Expenses Shared

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

5. Duty of Arbitrator

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

6. Arbitrator's Decision Due

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

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

7. Non-Employee Organization Representation

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



ATTACHMENT E

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

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

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

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

- A. Intent - It is the intent of this procedure to provide an effective means of resolving individual or group problems of a sensitive nature in a timely manner and with a minimum of formal procedural requirements.
- B. Scope - This procedure shall apply to allegations of harassment, discrimination and retaliation in any employment action or in the delivery of public services based upon a protected classification. County departments may develop separate policies and procedures related to processing complaints regarding the delivery of public services in compliance with all applicable federal and state laws and regulations.
- C. Limitations - the establishment of this procedure for resolving complaints of discrimination, as it relates to matters of County employment practices, is not intended to supplant regular grievance or complaint procedures or prohibit employees or applicants from filing complaints with the Department of Fair Employment and Housing (DFEH), Equal Employment Opportunity Commission (EEOC), or the courts. This procedure is intended and should be viewed as a means of providing the special skills needed to promptly and fairly handle the sensitive issues involved, and to ensure full cooperation with Federal and State compliance agencies.
- D. Representatives - In presenting and resolving complaints, persons submitting complaints may represent themselves or may designate a representative of their own choosing. Costs associated with such representation, if any, will be borne by the complainant.

E. Definitions

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

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

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

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

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

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

F. Steps in the Procedure

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

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

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

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

Department Level Complaints

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

The Department process will typically include the following:

- a) Consult with the complainant to reach a complete understanding of the issues presented.
- b) Make necessary inquiries in an attempt to resolve the complaint. This may include interviews with other witnesses or subjects as necessary.
- c) Seek informal resolution of problems by facilitating open communications between the complainant and any other involved parties.

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

County Level Complaints

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

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

- a) Shall review the case with the Departmental Equal Rights Officer.
- b) May assign an investigator to conduct a prompt, impartial investigation, if necessary, and review finding thereafter. The complainant will be notified of the assigned investigator.
- c) The County Equal Rights Officer shall be authorized to issue subpoenas as necessary.

- d) Explore further the possibility of informal adjustment of the problems through negotiation or conciliation with Department Head or the parties to the complaint.
 - e) Respond to the Complainant in writing with the County Equal Rights Officer decision and provide notification of appeal rights. If the Complainant wishes to appeal the County Equal Rights Officer's decision, he/she may do so in writing to the County Chief Executive Officer within fourteen (14) working days of receipt of the County Equal Rights Officer's decision.
1. Appeal to Chief Executive Officer: Upon receipt of an appeal of the County Equal Rights Officer's decision the County Chief Executive Officer shall:
 - a) Review the case with the County's Equal Rights Officer, the Investigator, or Departmental Equal Rights Officer as appropriate.
 - b) Request the Investigator gather further information and analysis as appropriate.
 - c) Provide the complainant with a written decision and advise complainant of appeal rights.
 2. Appeal to Hearing Board: Shall the affected individual wish to appeal the Chief Executive Officer's decision; he/she may request a hearing with the Hearing Board established pursuant to Stanislaus County Ordinance Code 3.28.060 within fourteen (14) calendar days of receipt of the Chief Executive Officer's decision. The appeal shall be in writing and shall be filed with the Chief Executive Officer. The Chief Executive Officer shall forthwith transmit the appeal request to the Hearing Board. The Hearing Board shall, within a reasonable time from the filing of the appeal, commence the hearing and shall notify the interested parties of the time and place of hearing at least five (5) working days in advance.

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



**STANISLAUS COUNTY
REDUCTION-IN-FORCE
Total Seniority Calculation Based**

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

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

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

REDUCTION-IN-FORCE

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

Alternatives to Layoffs

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

ORDER OF SEPARATION

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

The sequence of separation by appointment types shall be:

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

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

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

REDUCTION-IN-FORCE SENIORITY PROCEDURE

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

Continuous Service Defined

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

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

SENIORITY CALCULATIONS

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

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

1. Calculation of Seniority for Full-Time Regular Employees

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

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

2. Calculation of Classification Seniority

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

3. Calculation of Department Seniority

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

4. Extra Help Service Calculation

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

5. Lottery

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

WRITTEN NOTICE

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

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

DEMOTION IN LIEU OF LAYOFF

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

TRANSFER IN LIEU OF LAYOFF - VACANCY

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

TRANSFER ACROSS DEPARTMENT LINES – FILLED POSITIONS

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

RE-EMPLOYMENT

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

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

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

ADMINISTRATIVE DECISIONS

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

SPECIAL CIRCUMSTANCES

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

APPEALS

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

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

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

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

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

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

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

SICK LEAVE CASH OUT PROVISIONS

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

UNREPRESENTED COUNTY EMPLOYEES

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

ATTACHMENT G

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

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

1. Effective Date

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

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

2. Retirement Benefits

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

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

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

3. Eligibility

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

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

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

4. New Tiers

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

Current Tier	New Tier
1	4
2	5
3	Remains 3

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

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

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

5. Tier III Provisions

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

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

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

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

6. Second Election Period

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

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

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

7. Deferred Members Who Are Rehired

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

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

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

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

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

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

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

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

9. Disability Provisions

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

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

10. Election to Convert Prior Service Credit to New Tier

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

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

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

11. Final Compensation

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

12. Retirement Funding

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

13. Full Understanding

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

14. Severability

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

15. Grievance Provision

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

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

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

Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
012400	Nurse Practitioner	66.68	70.01	73.51	77.19	81.05
073800	Psych Nurse Practitioner	76.08	79.88	83.87	88.06	92.46
076200	Psychiatric Nurse I	43.95	46.15	48.46	50.88	53.42
076300	Psychiatric Nurse II	46.65	48.98	51.43	54.00	56.70
076800	Public Health Nurse I	46.55	48.88	51.32	53.89	56.58
077100	Public Health Nurse II	49.56	52.04	54.64	57.37	60.24
076900	Public Health Nurse III	52.04	54.64	57.37	60.24	63.25
012500	Sr Nurse Practitioner	71.73	75.32	79.09	83.04	87.19
012700	Sr Psych Nurse Practitioner	79.86	83.85	88.04	92.44	97.06
083900	Staff Nurse I	43.95	46.15	48.56	50.88	53.42
083800	Staff Nurse II	46.07	48.37	50.79	53.33	56.00
084100	Staff Nurse III	49.02	51.47	54.04	56.74	59.58