MEMORANDUM OF UNDERSTANDING
Between
Stanislaus County
and
Stanislaus Regional Emergency Dispatchers 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.

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1. SCOPE OF THE BARGAINING UNIT

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

2. TERM OF AGREEMENT

This agreement shall remain in full force and effect for thirty-nine (39) month period commencing March 29, 2026, and ending midnight, June 30, 2029. It covers all matters of interest between the Stanislaus Regional Emergency Dispatchers Association (SREDA), representing the Emergency Dispatchers' Bargaining Unit and the County of Stanislaus. This agreement incorporates all items in previous agreements between the parties, unless specifically amended by this agreement. The parties may extend the term of this agreement while meeting and conferring is in progress over renewal of the agreement. Unless otherwise agreed to by the parties all changes are effective upon ratification of the Association and approval by the Board of Supervisors.

3. NO STRIKE

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

4. NON-DISCRIMINATION/FAIR REPRESENTATION

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

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

5. SAFETY PROGRAM SUPPORT

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

6. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

7. COUNTY RIGHTS

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

8. COMPENSATION

A. Salary

Effective the full pay period following July 1, 2026, or adoption of successor agreement by County Board of Supervisors, whichever comes later, all employees covered under this MOU shall receive four percent (4%) salary increase.

Effective first full pay period following July 1, 2027, all employees covered under this MOU shall receive four percent (4%) salary increase.

Effective first full pay period following July 1, 2028, all employees covered under this MOU shall receive three percent (3%) salary increase.

B. Probationary Period

Any employee with permanent status in a lower level who does not pass probation in higher classification will return to the employee's immediate former classification with permanent status. Reference County Policy 3.16.090 Probationary Period.

C. Cross-Training/Promotion

Upon demonstrated competency on the additional radio discipline, as evidenced by a documented performance evaluation, an Emergency Call Taker or Emergency Dispatcher I will be promoted to the next higher level in the classification series upon completion of the requirements of the next higher classification. The Emergency Dispatcher III and Emergency Dispatcher Supervisor classifications and will be filled using the competitive recruitment process.

D. Training Pay

In addition to area competencies, an additional pay will also be awarded for those qualified and assigned as Trainers in the classifications of Emergency Call Taker and Emergency Dispatcher I/II/III. Trainers must possess competency in the discipline in which they are assigned to train assigned personnel. Trainers will receive an additional five percent (5%) of base pay on an hour-for-hour basis when performing training functions in a training capacity such as academy instruction, one-on-one training, completing daily observation reports, training-related meetings, and other such training activities as approved by management.

Effective the first full pay period following BOS Adoption, Emergency Dispatch Supervisors will not be eligible to receive training pay. In recognition of training

responsibilities, Emergency Dispatch Supervisors shall receive a one-time salary increase of two percent (2%), effective the first full pay period following BOS Adoption.

E. Acting Shift Lead

In the absence of Emergency Dispatcher Supervisors and Emergency Dispatcher III's on a single shift, a manager will assign a lower Emergency Dispatcher I/II classification to temporarily assume these duties. The assigned Emergency Dispatcher I/II will be compensated an additional 5% for performing the Acting Emergency Dispatcher III assignment WHEN both the Emergency Dispatch Supervisor and Emergency Dispatcher III's ARE absent FROM the building (3705 Oakdale Road) EXCEPT FOR temporary absences such as breaks, meal periods, or meetings the Emergency Dispatcher II shall be compensated for all time performed in the higher class, including the initial two hours on an hour-for-hour basis. The parties agree that a "shift" is defined as twelve hours.

When there is no Emergency Dispatcher III on duty, typically the highest seniority dispatcher I/II will assume the Emergency Dispatcher III duties and receive supervisor pay automatically (SPV). However, exceptions can be made at management's discretion.

F. Out-of-Class Pay

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

G. Patched Radio

Employees in the classification of Emergency Dispatcher I/II/III and Emergency Dispatch Supervisor who are assigned to a patched radio position, defined as the simultaneous responsibility for two or more radio channels combined into a single position for routine operations, shall receive an additional five (5%) of base pay on an hour-for-hour basis. This premium shall not apply when multiple radio channels are utilized for planned events, pre-scheduled operations or special assignments.

H. Salary on Probationary Release

The parties agree that the County salary policy applied to an employee dismissed during probationary service from a position from which he or she had been

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

I. Salary Administration

Employees shall be eligible for advancement to the second step of their salary range on their anniversary date after one year of satisfactory service at the first step. Eligibility for advancement to subsequent salary steps will thereafter be based on one year of satisfactory continuous service at the prior step until the employee reaches the maximum step of the appropriate salary range. The parties agree to a change in this policy so that any leave of absence without pay, or other time off without pay exceeding 15 calendar days, shall cause the employee's anniversary date to be postponed.

J. Salary on Promotion

The County shall continue to guarantee a 5% minimum salary increase on promotion in accordance with the existing County Code provisions. Effective January 1, 1991, an exception to this provision shall be made if the step to which the employee is promoted is six (6) cents or less per hour under the minimum 5% increase. This provision shall apply when promotions to classifications within the bargaining unit occur or promotions to classifications assigned to bargaining units containing this provision.

K. Shift Differential

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

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

L. Bilingual Certification Pay

1. The County will designate certain languages as eligible for bilingual certification. Employees asserting their competence in any County designated bilingual language shall be given the opportunity to test for bilingual certification. The County CEO or designee is responsible for

conducting bilingual certification testing within a reasonable amount of time. Employees will be tested for verbal and/or written bilingual proficiency as determined by the County CEO and Director of Emergency Dispatch. Employees who pass the test will be certified as bilingual.

2. Employees certified as bilingual will receive additional compensation of one dollar ($1.00) per hour above base pay for bilingual certification pay. Only those employees certified bilingual will be granted bilingual certification pay.

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

M. OVERTIME

A. Exclusion of Paid Leave Time

The applicable Fair Labor Standards Act (FLSA) work week for members of the bargaining unit working 12-hour shifts shall begin on Saturday at 6:00 a.m. and end at 5:59 a.m. the following Saturday. Unless provided for otherwise, overtime in this provision will be paid in compliance with the minimum standards of the FLSA with the following exceptions:

All bargaining unit members shall be compensated at an overtime rate of time-and-one-half at the employee's regular rate of pay for all time "worked" beyond the regularly scheduled work week. In calculating overtime eligibility, sick leave taken shall not be considered as time "worked" in meeting the regular work week schedule. Paid time off in the form of vacation, bereavement leave, compensatory time, jury duty or military leave shall be considered time "worked" for the purpose of meeting the regular work week schedule in calculating overtime eligibility.

B. Double-Time

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

All involuntary mandated overtime that exceeds the 48/6 rule (working more than forty-eight (48) hours in any consecutive six (6) day period, shall be compensated at

a double-time rate.

C. Payment of Overtime

All voluntary overtime worked or FLSA overtime created by the twelve-hour shift shall be paid in cash to the employee.

If management approves employees missing a meal or rest break due to business need, the employee may be compensated in cash or compensatory time at the choice of the employee.

All mandatory overtime worked, including mandated training, may be compensated in cash or compensatory time at the choice of the employee.

N. Compensatory Time Off (CTO)

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

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

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

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

Pursuant to County Policy 3.32.100 (Personnel Ineligible for Overtime), all employees who promote to a management classification shall cash out the total accumulation of compensatory time at the employee's pay rate immediately prior to the promotion.

9. CREDIT UNION DEDUCTION FOR ASSOCIATION DUES

The County will provide a payroll deduction for the for association dues and direct deposit to the appropriate account at the Valley First Credit Union.

10. DUES DEDUCTION

The County shall deduct Union membership dues authorized by the employee. The Union will submit a certified 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 County shall rely upon Union notification for any and all employee requests to cancel or change payroll deductions for membership dues. If any employee approaches the County directly about such issues, the County will promptly direct the employee to the Union, but will not make any changes to the employee's deductions without such requests coming from the Union. The Union is responsible to obtain and maintain voluntary written/electronic authorization for deductions. Dues deductions shall automatically renew unless written notice is provided by the Union. The County shall honor any changes to dues amounts provided by the Union. The Union 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.

Deductions notifications 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: Union notified the County on January 15th, the deductions will be effective no later than the first full pay period in March. The parties recognize there is a time lapse due to pay period processing constraints. The County will make every effort to process earlier if possible. The County shall direct employee inquiries to cancel or change dues to the Union.

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. The Union shall hold the County and its officers and employees, including but not limited to the County Auditor-Controller, harmless for following the instructions contained in such dues deduction authorizations and withdrawals.

11. HOLIDAY/VACATION TIME PROVISIONS

A. County Holidays Declared by the President and Governor

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

B. Combining Optional Holiday Time with Vacation

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

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

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

C. Certain Holiday Compensation

The County agrees that any work performed by bargaining unit members on one of the following holidays shall be compensated consistently with current policy, and an additional half time compensation shall be granted. The holidays designated for such additional half time compensation shall be:

- January 1, New Years Day
- Martin Luther King JR's Birthday
- Presidents Day
- Memorial Day
- June 19th, Juneteenth
- July 4, Independence Day
- Labor Day
- November 11th, Veterans Day
- Thanksgiving Day
- the day after Thanksgiving
- December 24th, Christmas Eve
- December 25, Christmas Day

The New Years's Day holiday shall be designated for the PM shift commencing at 1800 hours on December 31 and concluding at 0600 hours on January 1, and the AM shift commencing at 0600 hours and concluding at 1800 hours on January 1.

The additional half time compensation may be accrued as compensatory time off in lieu of being paid in cash. Employees may elect to choose accrual as comp time if their total accrued vacation hours are less than 225 hours. If the employee has more than 225 accrued vacation hours, the employee may choose comp time

however, this shall be at the discretion of the department head. All compensatory time off shall be aged on a twelve month cycle.

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

D. Vacation Credit for Holidays

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

1. Eight hours of vacation credit for holidays will be given during the bi-weekly period in which the holiday occurs. The exceptions to this are:

   a. New hire or employees who return from leave of absence will receive vacation credit for a holiday if the first day worked is on or before the holiday.

   b. Terminated or discharged employees, or those beginning an unpaid leave of absence, will accrue vacation credit for a holiday if the last day for which pay is received falls after the holiday or if the last day worked falls on the holiday.

   c. Employees on disciplinary suspension without pay will not receive vacation credit for any holiday occurring during the period without pay.

   d. Employees taking time off without pay will not accrue the holiday if they are on an unpaid status during the major portion of the pay period.

2. Employees who are on their regular day off when a holiday occurs shall accrue eight (8) hours of holiday time.

3. Any employee who is approved to be off on a designated holiday, when he or she would otherwise have been scheduled to work will have their accumulated leave balance charged with twelve (12) hours to cover the full shift absence.

4. Holiday time accrual for employees working a partial shift or a shift other than the standard 12-hour shift will receive credit in the following manner:

   -Four (4) hours to less than 6 hours of work - 2 hours of vacation credit;
   -Six (6) hours to less than 8 hours of work - 4 hours of vacation credit;
   -Eight (8) hours to less than 12 hours of work - 6 hours of vacation credit;

-Twelve (12) hours of work or more - 8 hours of vacation credit.

5. Employees with less than six months of service in a regular position, who work on a designated holiday may be able to use the accrued vacation time earned for work on the holiday, subject to department head approval.

E. Limited Cash Conversion of Vacation

Employees with 100 or more hours of accrued vacation on the records may request conversion into cash payment of up to 60 hours of accrued vacation not more frequently than once in a fiscal year. Such conversion will be granted upon approval of the department head and the Auditor-Controller. The vacation conversion request shall not be unreasonably denied.

F. Vacation Accumulation Rate

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

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

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

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

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

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

G. Vacation Scheduling

The annual vacation period for this bargaining unit will run the calendar year to include the full work week/cycle which may overlap prior to January 1 or extend past December 31. Furthermore, the parties agree to allow **two** employees (one employee from “A” squad and one employee from “B” squad) to bid for priority vacation per day.

All permanent, journey-level employees represented by this contract shall be

entitled to schedule priority vacation periods up to, but not exceeding their annual vacation accrual. Employees may schedule priority vacations in advance, however, they must have accumulated enough time in order to take their scheduled vacation. Regular days off (RDO) proceeding and or following priority vacation days are protected (cannot be mandated to work).

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

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

Bidding Process for Priority Vacation:

Bid dates will be posted by the 21st day of September. Bidding for priority vacation will begin on October 1 and terminate when all employees have bid in descending order of seniority.

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

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

Any employee who clears training during the bidding process shall be allowed to bid at the end of the process on a first come first serve basis.

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

employee's approved time off.

Non Priority Vacation/Compensatory Time Off

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

Employees shall have accrued leave before they submit any request for time off with the exception of priority vacation bidding. Management shall confirm the employee requesting time off has sufficient leave accrual for the leave specified to be taken off prior to approval.

H. Vacation Accumulation Maximum

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

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

Employees shall receive notification of the accrual balances through the employee's paycheck advice notice. Employees are encouraged to request vacation upon nearing the vacation accumulation maximum of 450 hours pursuant to department procedures.

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

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

12. GROUP INSURANCE BENEFITS

A. Group Plans Available

Employee health (medical, dental and vision) insurance benefits are negotiated under a separate meet and confer through implementation process between the County and all represented employee bargaining units. A copy of the negotiated health insurance agreement is attached to this agreement.

13. AUTOMATIC RESIGNATION

The parties agree that an employee who is absent without authorization and without contacting his or her supervisor for three consecutive working shifts, or longer, will be presumed to have voluntarily resigned from County service, effective on the date at which the unauthorized absence began.

Prior to invoking the automatic resignation provisions of the MOU, the Department shall serve upon the employee a letter of intent. In the event the employee claims his or her voluntary resignation was by reason of mistake, fraud, duress, undue influence, or that for any other reason it was not his or her free and voluntary act, he or she may submit a written petition to the Department Head to set aside his or her resignation within seven (7) days service of the letter.

Upon receipt of the petition, the Department Head shall schedule an informal hearing at which the employee may present statements by him/herself, written statements of any witness(es), and other documentary material. He or she may be represented by another individual in presenting this response. The Department Head shall fairly and impartially consider the employee's response, and shall thereafter (1) invoke the automatic resignation, or (2) revoke the intended automatic resignation.

In the event, the Department Head determines to invoke the automatic resignation, or the employee has not submitted a petition to set aside resignation to the Department Head, the employee shall be served notice that the Department Head has invoked the automatic resignation and the effective date of that resignation. The employee acted against may, within (7) days service of this notice, appeal the action of the Department Head. An appeal shall be set in writing, shall be filed with the Chief Executive Officer, and shall be set forth the reason(s) for the appeal.

Within a reasonable time of the filing of the appeal, a hearing shall be held before the chair of the disciplinary proceedings hearing board pursuant to County Code 3.28.060, Hearing Board and Hearing Officer. All parties shall be notified of said hearing. The decision of the Hearing Officer/Board is final.

If an employee fails to appeal within the timeframe specified, or subsequently withdraws the appeal, the action taken by the Department Head shall be final.

14. BINDING ARBITRATION

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

15. JURY DUTY/SUBPOENA

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

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

The Department will have the right to mandate an employee to cover a shift of an employee who has been subpoenaed to appear in a personal matter if the employee is unable to find coverage.

16. LEAVES OF ABSENCE

1. The parties agree that the County's leave of absence policy will remain unchanged during the life of this agreement and that leaves of absence without pay may be approved for probationary employees. Further, as a condition for a leave of absence without pay to continue, the County may require the employee on leave to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved.

2. In addition, the parties agree that time worked during the probationary period will be counted toward permanent status even if the person has an intervening leave of absence during the probationary period.

3. The parties further agree that the County's leave of absence policy will change to reflect the fact that the granting of any leave of absence without pay or other time off without pay exceeding fifteen (15) calendar days shall cause the employee's date of eligibility for increased vacation accrual rates to be postponed by the equivalent number of days to the nearest number of days for which the leave of absence is granted based on the number of calendar days in such month.

17. MAXIMUM SUSPENSION

The parties agree that the maximum time period during which an employee may be

suspended for cause pursuant to County discipline policies shall be 90 days. Notwithstanding the 90-day maximum, both parties recognize that the Disciplinary Appeals Board could impose a longer suspension in lieu of termination.

18. ON CALL

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

Employees who wish to remove their name from a mandatory on-call day will need to obtain management approval. Employees who are unable to fulfill their on-call assignment due to illness must notify the department in advance in accordance with the department's sick leave policy.

Mandatory On-Call

All Dispatchers will be required to sign up for on-call. On-call sign ups will be posted at least thirty days in advance. Mandatory on-call may extend beyond the 48/6 rule. If an on-call dispatcher is required to report to work and that work extends beyond the 48/6 rule, they shall be compensated in accordance with double time provision for mandated overtime as defined in Section 8.M.B only for the hours they are required to report to work. The parties agree to implement a one-year pilot program and to meet and confer after nine (9) months to discuss the continuation and/or modification of the program, unless both parties mutually agree to discontinue the program in its entirety.

- Each dispatcher is required to sign up for two 12-hour on-call slots, in the first pass and then one 12-hour on-call slot per pass thereafter.

- Dispatchers who have priority vacations scheduled will be the first to select on-call based on seniority. These dispatchers will be listed in two groups. The first group to bid will be those dispatchers with one or more full work week(s) of scheduled vacation followed by the second group of dispatchers with less than a full work of scheduled vacation (employees are exempt from on-call during their protected days off).

- On-call sign ups will be completed by shift starting with the most senior person through the least senior person without priority vacations scheduled. The least senior person will select two slots if two slots are available, reversing the order each employee selecting one more on-call slot until all on call vacancies are filled.

- If the list is not filled it will return to the least senior person.

Voluntary On-Call

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

On-Call Compensation

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

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

19. OVERTIME

Mandatory Overtime

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

Management reserves the right to mandate employees to staff phone positions during periods of anticipated high communication volume (i.e. 4th of July) as well during natural disasters or other, unforeseen emergency situations.

Management also reserves have the right to temporarily reassign employees to alternate shifts in order to address operational staffing shortages as well as during natural disasters or other unforeseen emergency situations.

As a part of the twelve (12) hours shift schedule, management or supervisor will avoid utilizing dispatch employees on their duty days. Dispatch employees on their RDO will be contacted first. Should management or supervisor be unable to contact a qualified off-duty employee, the qualified on-duty employee with the least amount of overtime worked shall be held over at the end of his/her shift until other coverage can be found, which could include calling the qualified employee with the least amount of overtime from the oncoming shift to report early. A list of overtime worked will be maintained and accessible, outlining overtime hours worked by employees, 30 days prior to the date of the mandate need.

When a shift falls below the minimum staffing level and an employee who is not on call is mandated to work, that mandated employee shall receive one (1) hour of straight time compensation of each six (6) hours worked. This time shall be compensated in either Compensatory Time Off or paid time at the employee's discretion.

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

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

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

20. PERSONAL PROPERTY DAMAGE

The parties agree that the County policy providing for reimbursement to personal property such as clothing damaged or destroyed in the line of duty and without employee negligence will continue with the specific understanding that normal wear and tear is not covered as reimbursable and that any and all disputes arising out of this process will be referred for resolution to a County department head mutually agreed upon. If the parties cannot agree on a particular department head, one will be selected by an alternate striking method. Normal wear and tear refers to the wearing out of articles of personal property or clothing that results over time and through no sudden or unusual occurrence such as line of duty accident. This covers the fact that many articles of clothing wear out with age and would be replaced in the normal course of our personal lives.

21. REDUCTION-IN-FORCE POLICY

The parties agree that the County Reduction-in-Force Policy included in this agreement

as Attachment A, applies to all employees covered by this agreement. At least 21 calendar days of advance notice will be given to employees affected by reduction-in-force actions.

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

A. Future Growth

The County agrees to meet and confer with SREDA regarding the effects on employee wages, hours, terms and conditions of employment due to consolidation of dispatch services within the County, such as implementation methods affecting ambulance, mental health, and public works dispatch.

23. RETIREMENT

1. **Miscellaneous Employees Tier 5 Retirement Plan**. The current retirement benefit for members of the bargaining unit employed prior to January 1, 2011 is approximately two percent (2%) at age 55 (per Government Code Section 31676.14), with final average salary calculated on the employee's highest consecutive 12-months of service.

Miscellaneous Employees Tier 2 Retirement Plan. The Tier Two level of retirement benefits will be reopened for all newly hired members of the bargaining unit effective January 1, 2011 through December 31, 2012. Tier Two benefits are established per Government Code Section 31676.1 (approximately 2% at age 61) and three (3) year final average salary.

Miscellaneous Employees PEPRA Tier 6 Retirement Plan. Pursuant to California Public Employee's Pension Reform Act of 2013 (PEPRA), the County shall provide the StanCERA Tier 6 retirement plan (2% @62) for employees hired on or after January 1, 2013. Final compensation will be based on the average of the highest wages earned in any thirty-six (36) consecutive months.

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

Public Employees' Pension Reform Act (PEPRA)

On January 1, 2013 the Public Employees' Pension Reform Act (PEPRA) went into effect. Included in this act is a provision that requires New Members to pay at least 50% of normal cost and prohibits employers from paying this contribution on the employee's behalf, [Govt. Code Sect. 7522.30 (c)]. This measure defines a new member as: an individual who has never been a member of any public retirement system prior to January 1, 2013; an individual who moved between retirement systems with more than a 6-month break in service; and, an individual who moved between public employers within a retirement system after more than a 6-month break in service.

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

In order to become compliant with PERPA, all members of the bargaining unit will pay the full employee retirement contribution rate and the County will no longer pay the Employer Paid Member Contribution (EPMC). The specific employee retirement contribution will vary for each employee based on their individual retirement tier and age of entry into the retirement system. The current average member contribution for all members of this unit is 8.25% of retirement contributable income. In exchange for the County eliminating the current EPMC, the County will increase base compensation by 1% (one-percent) for each 1% (one-percent) of the overall average employee retirement contribution that will now be paid by each employee in the bargaining unit. For the members of this bargaining unit, the County will use the average 8.25% (8.25% x 1%). The parties recognize this wage adjustment and the elimination of the EPMC will have varying impacts on the bargaining unit members. The county will be complaint with all PEPRA regulations.

The elimination of EPMC and corresponding increase in base wages occurred on March 8, 2014. This provision replaces Attachment D- Enhanced Retirement Benefit Agreement.

2. Employees in Retirement Tier 4 (formerly Tier 1), shall maintain the retirement benefit known as "30-year pay." Tier 4 employees are eligible for this benefit as determined by StanCERA, when an employee has reached thirty (30) years of service and is no longer required to make contributions to the retirement system. The County will use the 7.2% as the retirement pick-up amount utilized in the "30-year pay" calculation to determine the level of compensation the employee will receive.

3. All payments made by the County to StanCERA on behalf of the employee's retirement contribution rate shall remain vested in the employee.

24. SENIORITY

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

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

1. Emergency Dispatchers I/II's (including lateral hires) will use date of clearance from first radio. If the date of clearance from the first radio between any two or more employees is the same, then the original date of hire of each employee shall be used. Should any two or more employees have the same promotion date and start date then the employee who submitted their first application first shall break the tie.

2. Emergency Call Takers will use original date of hire. This date will not be affected by the date an E.C.T. is upgraded to the position of Emergency Dispatcher (in training) on probationary status. In the event of a tie, the employee who submitted their application first will determine seniority.

3. Emergency Dispatcher III's will bid for shifts separately. Seniority will be determined as specified above. This will be done to ensure Emergency Dispatcher III's are evenly divided among all shifts.

4. Emergency Dispatch Supervisors will bid for shifts separately. Seniority will be determined as specified above. This will be done to ensure Emergency Dispatch Supervisors are evenly divided among all shifts.

5. The above seniority definitions will affect vacation scheduling and shift bidding only and do not affect seniority calculations as prescribed by Attachment A, "Reduction-In-Force"
   policy.

25. SHIFT BIDDING/ROTATION

All members of the bargaining unit shall change shifts on a four-month rotation cycle. The first shift change will start on the first full work cycle in January of each year and shall be assigned on a bid basis. Each subsequent shift rotation month will also start on the first full work cycle. For the limited purpose of shift bidding, the year runs from January 1 to December 31. Bidding will be for both squads and shifts and based on seniority in accordance with Section 25.

Voluntary shift/squad trades shall be permitted providing both parties possess the

qualifications required and department approval is granted.

Non-standard shifts will be bid using the same seniority protocol as regular shifts. Emergency Dispatcher III's and Emergency Dispatch Supervisors may only trade shift rotations with a peer in the same title/rank to ensure each title/rank is evenly distributed across all shifts.

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

The parties understand that Emergency Call-Takers, Emergency Dispatchers I/II/III, newly cleared employees, and Emergency Dispatch Supervisors with varying disciplines must be evenly distributed across all squads and shifts. Management will make reasonable efforts to honor request of senior employees and particularly those who are crossed trained in all three discipline areas (PD, SO and fire). Management agrees to meet with an association representative should any dispute arise regarding shift assignments.

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

26. SICK LEAVE

A. Cashout Provisions

The following sick leave cash-out practice is in effect:
Employees who leave County service as a result of death, disability retirement or service retirement excluding deferred retirement, shall receive cash for accrued, but unused sick leave on the books at the rate of 50% of the salary equivalent of such sick leave.

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

Employees in a "regular" employment status for six years or less who terminate County service for all other reasons except due to a reduction-in-force action as provided by the "Reduction-In-Force" policy, including but not limited to a deferred retirement, resignation and discharge, are not eligible to receive any cashout of unused sick leave. Employees with one year of service or more who are laid off due to a reduction-in-force action, shall continue to be eligible for the 25% sick leave cashout as provided by existing county policy.

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

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

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

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

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

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

C. Sick Leave Incentive Program

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

2002 through August 31, 2003 and will continue each year there after during the term of the agreement.

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

- 0 sick leave used = 72 hours of sick leave converted to vacation time.
- 1 - 18 hours used = 48 hours of sick leave converted to vacation time.
- 19 - 30 hours used = 24 hours of sick leave converted to vacation time.
- 31 + hours used = 0

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

27. TRAINEE APPOINTMENTS

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

28. TRAINING

A. Training Days/Allocation of Training Resources

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

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

The Department may mandate staff to provide coverage for persons who must attend mandatory and update training. Mandatory training shall be defined as any training required under state mandated requirements (POST, State Fire

Marshal, etc.), system updates and procedural changes (CLETS, computer system changes, etc.) and professional development courses as defined by a joint committee comprised of management and bargaining unit representatives.

Management may schedule training days when dictated by operational needs or when required by other certifying agencies (POST, State Fire Warden, etc.). These training days shall not exceed eight hours per day. Management will consider remote or alternative delivery methods when feasible and appropriate for training. If a training day is scheduled on the employee's day off the employee shall be compensated in accordance with Section 8. Compensation, Subsection M Overtime Additionally management may schedule training meetings for Trainers on an as-needed basis while maintaining shift integrity. When management deems a period of emergency staffing, training meetings may be suspended.

All employees shall be required to cross-train on all radio disciplines according to their classification level, participate in training in good faith, and make every effort to gain proficiency to move to the next classification level in the series. The Department will determine the training schedule and provide training as practical. Cross-training is a joint effort to address the service demands for the efficient operation of the Dispatch Center to deliver excellent public safety services to our citizens and public safety partners.

Employees on their regular shift assignment may be cross-trained. Additionally, employees may voluntarily cross-train on their days off with management approval and will be compensated in accordance with section 8, subsection M. The employee being cross-trained will be formally assigned to a Trainer and the Department's standard training procedure will be followed.

B. Trainers

The Department recognizes the need for an updated structured training program which will capitalize on adult learning techniques, positive reinforcement, and proper training documentation. As stated in Compensation and Classification (Section 8 Subsection D), all Trainers will have competency in the discipline in which they are assigned to train personnel. Trainers will be responsible for following Department Policy and Procedures which outline the structure of the training program. The Department will not mandate Trainers in on regular scheduled days off for the purpose of cross-training.

29. TWELVE-HOUR SHIFTS

A. Definitions

1. RDO = Regular Day Off. Those days which an employee is not scheduled to

work a regular shift.

2. Shift schedule: Each workday shall be divided into two (2) twelve hour shifts. These shifts shall be referred to as Day shift, running from 6:00 am to 6:00 PM; and Night Shift, running from 6:00 PM to 6:00 am. In the case of Night Shift, the day worked will be the calendar day in which the shift began.

   Non-standard/regular shifts are any shift other than 6AM-6PM or 6PM-6AM. Non-standard shifts shall be identified as “night” or “day” shift for rotational purposes.

   Day Shift is defined as the majority of hours worked within 6AM-6PM. Night Shift is defined as the majority of hours worked within 6PM-6AM. In the event hours worked on a non-standard shift fall equally between standard/regular night and day shifts, the shift is identified either day or night by the start time in which the shift began.

3. Squad: The dispatcher workforce shall be divided into two (2) squads. They are titled A Squad and B Squad. Each squad will work opposing work periods with one squad being on RDO's at any given time.

4. Work Period: A work period shall consist of three (3) consecutive twelve hour work days.

5. Work Schedule: The twelve hours work schedule will consist of each squad working a 3-day work period followed by a 3-day RDO period.

6. Hours Paid: Employee working a twelve hour shift shall be compensated for the actual time worked and/or recorded. There shall no longer be the system of guaranteed paychecks of eighty (80) hours each pay period. Actual pay will result in holidays being earned and the discontinuance of owing training days as required under the prior 6/3 schedule in order to meet the 2080 hour per year requirement.

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

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

B. <u>Accrued Leave Time</u>

1. Work on the twelve hours shift schedule will not result in any change in

the number of hours or methods of accrual of hours of work, sick leave, or vacation benefits. Use of sick leave, vacation, or holiday time for an entire twelve hour shift will involve a reduction by twelve (12) hours of the appropriate accumulated leave time.

2. The amount of accrual for holiday time will be based on the work schedule of the affected employee. If an employee is working a twelve hour schedule, that employee shall accumulate eight (8) hours holiday credit for each holiday falling on the employee's work day or RDO. The same method of holiday accrual shall be used to determine holiday credit for dispatch employees working other shifts (8 or 10 hour shifts) and covered by the bargaining unit.

3. If an employee is scheduled to work a holiday but elects to take that day off, that employee shall not be entitled to accrue any holiday time for that day and will need to utilize four hours of accumulated vacation or comp time to cover the entire twelve-hour shift.

C. Absence Notification

Employees calling in sick must inform the on-duty Emergency Dispatch Supervisor or acting supervisor at least three (3) hours prior to the beginning of the sick employee's shift.

D. Relief/Meal Breaks

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

1. Regular Shift Personnel

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

2. Overtime/Callback/Shift Trade Personnel

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

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

c. If working more than nine (9) hours - one fifteen (15) minute rest

break plus one forty-five (45) minute meal break.

3. Selection of Meal/Rest Breaks

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

a. Rotating Meal/Rest Breaks

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

b. Seniority Meal/Rest Break

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

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

4. Missed Meal/Rest Breaks and Paycodes

If employees do not receive a meal/rest break, overtime for .75 (paycode OVT or OV7, COM or COM+SH7) will be paid or credited as CTO as determined by the employee.

Meal/Rest Break Coverage

a. Management shall make every effort to provide staff with meal/rest breaks. If there is insufficient staffing to cover meal/rest breaks, management shall determine whether the on-call person will be offered the opportunity to voluntarily provide meal break coverage. If the on-call person is used and an unforeseen staffing shortage occurs, breaks would be suspended and the on-call staffing person would then be used and entitled to all normally stipulated compensation.

b. If the on-call declines or is unavailable for meal/rest break coverage, any qualified, off-duty employee shall be offered the opportunity to voluntarily provide the coverage.

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

30. JOINT DISCUSSIONS ON POLICY REVISIONS

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

1. Health, Dental, and Vision Insurance
2. Retiree Health Trust Fund
3. Reduction-in-Force Policy
4. Dress Code
5. Future Growth- Additional Agencies
6. Amend Stanislaus County Personnel Policies that are subject to meet and confer

The county agrees that any changes made as a result of meet and confer pursuant to this section shall not result in a loss of salary, compensation or cafeteria contributions currently provided to Association members except the item concerning County Code 3.08.280e, Filling Vacancies/demotion.

31. SEVERABILITY

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

wholly inseparable from the remaining portion of this agreement.

32. FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

3. It is the intent of the parties that Ordinances, Board Resolutions, rules and regulations enacted pursuant to this Agreement be administered and observed in good faith.

4. Nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the terms of this agreement.

Attachment A
REDUCTION-IN-FORCE

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

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

ORDER OF SEPARATION

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

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

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

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

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

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

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

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

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

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

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

APPEALS: Persons subject to layoff or demotion under these provisions may appeal to the Chief Executive Officer any allegations of error, fraud, irregularity or bias in application of the reduction-in-force procedures. The affected person may, within seven days after receipt of the decision by the Chief Executive Officer, appeal that decision. An appeal shall be filed with the Chief Executive Officer. The Chief Executive Officer shall forthwith transmit the appeal request

to the hearing board established pursuant to Section 3.28.060 of the Stanislaus County Code. The hearing board shall within a reasonable time from the filing of the appeal, commence the hearing thereof and shall notify the interested parties of the time and place of hearing at least five days in advance thereof.

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

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

ATTACHMENT B

GRIEVANCE PROCEDURE – MOU PROVISION

Procedure for Settling Grievances Including Binding Arbitration

I. Intent:

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

II. Definitions:

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

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

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

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

IV. Representation:

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

V. Time Limits:

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

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

VI. Grievance Procedure Steps:

A. Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. The employee should advise his immediate supervisor that a grievance is present and explain it to the immediate supervisor no later than fifteen (15) working days after he/she becomes or should become aware of the issue. The immediate supervisor shall thereafter hear, and decide the matter informing the employee of the decision orally within seven (7) working days.

B. Written Grievances - If the grievance is not resolved through informal discussion, the employee may within seven (7) working days from the date of the supervisor's informal decision, submit a written grievance to said supervisor with a copy submitted to the Department Head and the Director of Personnel. Such a written grievance, signed by the employee shall set forth the facts at issue, the relief sought and time of occurrence of any alleged incident or violations precipitating the grievance. The supervisor shall thereafter further investigate and consider the grievance and deliver a written decision to the employee within seven (7) working days after receiving the grievance.

C. Department Head Review - If the grievance is not resolved by the written decision of the supervisor, the employee may request in writing within seven (7) working days after delivery of prior written decision that the grievance be reviewed by the Department Head. If such a request is received, the Department Head or his/her designee shall conduct such meeting(s) with the employee, informal hearings or investigations as are appropriate in his/her judgment and deliver to the employee a written decision within seven (7) working days after receipt of the review request.

D. Advisory Opinion of Director of Personnel - At any point in this procedure after filing a written grievance or complaint, the Director of Personnel may offer, or either party may request, the non-binding advisory opinion verbally or in writing of the Director of Personnel concerning resolution of the grievance or complaint.

E. Grievance Appeal - If the employee wishes to appeal the Department Head's decision, he/she shall do so in writing to the Director of Personnel within ten working days after receipt of the Department Head's decision. The employee may elect to submit the grievance for final decision to the Chief Administrative Officer. If the employee is represented by the recognized employee representative of the assigned bargaining unit, through the elected representative only, the grievance may be submitted for binding arbitration. Within the specified time period the employee and/or the elected representative as specified herein, shall specify in writing to the Director of Personnel whether the grievance should be submitted to the Chief Administrative Officer or binding arbitration. The decision to utilize binding arbitration shall be the prerogative of the recognized employee organization only, with the employee's concurrence; access to only one of the two procedures for the purpose of resolving the alleged grievance shall be given the employee(s); the option of procedure utilized shall be binding and irrevocable upon the employee and the employee's recognized employee organization; and the procedure utilized shall be limited to grievances only as defined in section II, Subsection A "Definitions, Grievance" herein, excluding

complaints.

1. Submission of the Grievance Appeal to Chief Administrative Officer

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

2. Submission of the Grievance Appeal to Binding Arbitration

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

a. Selection of Arbitrator

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

b. Arbitration Issues

The parties shall, within fifteen (15) working days following the informal review of the Director of Personnel, exchange in writing their understanding of the questions to

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

c. Arbitration Expenses Shared

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

d. Duty of Arbitrator

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

Proposals to add to or change the Memorandum of Understanding or written Agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section.

e. Binding Decision

The decision of the arbitrator shall be binding upon the employee, the employee's

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

f. Arbitrator's Decision Due

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

g. Non-Employee Organization Representation

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

AGREEMENT TO PROVIDE BINDING ARBITRATION BY AN OUTSIDE ARBITRATOR IN LIEU OF SECTION 3.28.060 "HEARING BOARD AND HEARING OFFICER" OF THE STANISLAUS COUNTY DISCIPLINE ORDINANCE

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

The parties agree that the employee and the recognized employee organization may elect to have the disciplinary matter heard by the current discipline appeals board as provided by County Code Section 3.28.060, "Hearing board and hearing officer" in lieu of binding arbitration by an outside arbitrator. Should the employee and the recognized employee organization elect to utilize the hearing board or hearing officer as provided by Section 3.28.060 of the County Code, the decision of the hearing board or hearing officer shall be final and the employee shall forego the option of arbitration by an outside arbitrator. The employee organization agrees to assume half of the cost of the hearing officer.

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

B. Submission of the Disciplinary Appeal to Binding Arbitration

1. Notice of Action and Appeal

In the event the Department Head determines to discharge, suspend or reduce in rank or compensation a permanent employee after completing the procedures provided in Section 3.28.020, he shall serve upon the employee an order in writing stating (A) the nature of the disciplinary action, (B) the effective date of the action, (C) the causes therefore, (D) the specific acts or omissions upon which the causes are based, stated in ordinary and concise language, and (E) the right of the employee to appeal. The employee acted against may, within seven days of service of the order, appeal the action of the Department Head. If the employee fails to appeal within the time specified, or subsequently withdraws his appeal, the punitive action taken by the Department Head shall be final.

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

The recognized employee organization, on behalf of the represented employee may, within fourteen (14) calendar days of service of the order request in writing to the Director of Personnel the use of binding arbitration in lieu of the discipline appeals board. Should the request for appeal be filed within the seven-calendar (7) day period and the request for binding arbitration not be submitted to the Director of Personnel with the specified time frame, the matter will be scheduled and heard by the discipline appeals board.

2. Selection of Arbitrator

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

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

3. Arbitration Issues

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

4. Arbitration Expenses Shared

The cost of employing the arbitrator and the court reporter for all discharges, excluding the transcript, shall be borne equally by both parties to the arbitration. The cost of the transcript shall be covered as provided by County Code Section 3.28.110, subsection A "Hearing Procedure." All other costs such as, but not limited to, attorney's fees shall be borne only by the party incurring that cost. If both parties agree to the use of a court reporter other than for discharges, or the arbitrator requires the use of a court reporter, the cost of the court reporter shall be shared equally.

5. Duty of Arbitrator

The duties of the arbitrator shall be those of the hearing board as referred to throughout the Stanislaus County Disciplinary Ordinance including, but not limited to, County Code Sections 3.28.070 "Hearing rules" and 3.28.110 "Hearing procedure."

6. Arbitrator's Decision Due

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

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

7. Non-Employee Organization Representation

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

ATTACHMENT C
DISCIPLINE

Discipline of Permanent Classified Employees

3.28.010 Causes for Discipline

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

A. Omission or willful misrepresentation of a material fact or other fraud in securing employment;
B. Incompetence;
C. Inefficiency;
D. Inexcusable neglect of duties;
E. Insubordination;
F. Dishonesty;
G. Improper use of drugs, including (1) drunkenness on duty, (2) use of drugs while on duty, (3) incapacitation for proper performance of duties by prior use of drugs. The terms "drugs" shall mean controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code, and shall also mean alcohol;
H. Unexcused absence from duty, including but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow-downs;
I. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this subsection;
J. Discourteous treatment of the public or other employees;
K. Willful disobedience;
L. Misuse of County property;
M. Inconsistent, incompatible or conflicting employment, activity or enterprise;
N. Violation of a departmental rule;
O. Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the employee's department or employment. [Prior Code § 2-240]

3.28.020 Notice of Intended Discipline

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

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

B. Prepare and serve a written notice reviewed by the County Counsel to inform the employee of the intended action, the reasons therefore, and the right to respond to

the Department Head intending to impose the discipline. The notice shall identify the materials on which the action is based with sufficient certainty as to permit inspection of them by the employee. A copy of the intended charges shall be attached to the notice;

C. The employee, given notice of intended disciplinary action, may within seven days after service of the notice respond to the Department Head either orally or in writing. The employee shall not be entitled to a formal hearing with examination of witnesses, but he may present statements by himself, written statements of any witness and other documentary material. He may be represented by another in presenting his response. The Department Head shall fairly and impartially consider the employee's response and shall thereafter: (1) impose the intended disciplinary action; (2) notify the employee that the intended disciplinary action will not be imposed; or (3) amend the charges. In the event the Department Head substantially amends the intended charges or punishment, the employee shall be given another notice as provided in subsection B of this section. [Prior Code § 2-241]

3.28.030 Notice of Action and Appeal

In the event the Department Head determines to discharge, suspend or reduce in rank or compensation a permanent employee after completing the procedures provided in Section 3.28.020, he shall serve upon the employee an order in writing stating (A) the nature of the disciplinary action, (B) the effective date of the action, (C) the causes therefore, (D) the specific acts or omissions upon which the causes are based, stated in ordinary and concise language, and (E) the right of the employee to appeal. The employee acted against may, within seven (7) days after service of the order, appeal the action of the Department Head. If the employee fails to appeal within the time specified, or subsequently withdraws his appeal, the punitive action taken by the Department Head shall be final. An appeal shall be in writing, shall be filed with the Director of Personnel and shall contain an answer to each charge in the order. The answer shall include any objections the employee may have as to the form or substance of the order or the procedures followed by the Department Head. The Director of Personnel shall forthwith transmit the order and appeal to the employee disciplinary proceedings hearing board for hearing. The hearing board shall, within a reasonable time of the filing of the appeal, commence the hearing thereof, and shall notify the interested parties of the time and place of hearing at least five (5) days in advance thereof. [Prior Code § 2-242]

3.28.040 Amendment of Order

A. At any time before the hearing, the Department Head may file with the employee disciplinary proceedings hearing board an amended or supplemental order, which shall be served upon the employee. The hearing board shall afford the employee a reasonable opportunity to prepare his defense to the amended or supplemental order, but he shall not be entitled to file a further answer unless the hearing board in its discretion so orders. Any new charges shall be deemed denied by the employee. At any time before the matter is submitted for decision the hearing board may order or permit amendments to the order or answer.

B. The hearing board may offer amendment of the order after submission of the case for decision. Each party shall be given notice of the intended amendment and opportunity to show that he will be prejudiced thereby unless the case is reopened to permit the introduction of additional evidence. If such prejudice is shown, the hearing board shall reopen the case to permit the introduction of additional evidence. [Prior Code § 2-243]

3.28.050 Notice or Order Service

Whenever reference is made in this chapter to service of any notice or order, such service shall be accomplished either by handing a copy thereof to the employee or by mailing a copy to the employee at his last known address by registered or certified mail. It shall be presumed that a properly addressed letter is served on the day following the day on which the letter was mailed. The Department Head shall promptly furnish the Director of Personnel with a copy of each notice or order and a statement showing by whom, the manner and the date the notice or order was served. [Prior Code § 2-244]

3.29.060 Hearing Board and Hearing Officer

A. The Chairman of the Board of Supervisors shall appoint three-member disciplinary proceedings hearing board to hear appeals pursuant to this chapter. The hearing board shall consist of a member of the State Bar of California, who shall act as chairman, a County Department Head and an employee. Proposed members shall be selected as follows:

1. The Director of Personnel shall submit the name of a member of the State Bar of California who shall not be a member of the County service.
2. The Director of Personnel shall submit the name of a head of a department of the County.
3. Upon the request of the Director of Personnel, each recognized employee organization shall, within five (5) working days, nominate a permanent full-time employee of the County, and the Director of Personnel shall submit the name of the employee chosen by lot, provided that if a recognized employee organization fails to nominate an employee, the Director of Personnel shall do so. In the event the appellant is from the same department as a member of the appeal board, the Director of Personnel shall submit another name for appointment to replace such member for that case only. The term of each member shall end on December 31st of each year, but a member shall continue to act on any appeal filed before that date. Two members of the appeal board shall constitute a quorum, provided, however, that the Director of Personnel or the chairman of the appeal board may request the temporary appointment of a member to replace a member who is or will be unavailable on the scheduled hearing date.

B. Upon written Agreement of the County and the appellant made at any time before the hearing board is convened, the appeal shall be heard and decided by the chairman of the appeals board as a hearing officer. The rules and procedures set forth in this chapter for hearing by a hearing board shall also apply to a hearing by a hearing officer. [Prior Code § 2-245]

3.28.070 Hearing Rules

At a hearing, both the appealing employee and the Department Head whose action is reviewed shall have the right to be heard publicly, to be represented by counsel and to present evidentiary facts. The parties may agree to a hearing closed to the public, and the hearing board may at any time exclude any person who may be a witness in the case under consideration. The hearing shall be informal, and the hearing board shall not be bound by any of the rules of evidence governing trial procedures in state courts. In arriving at a decision, the hearing board may consider any prior County disciplinary action including any letters of reprimand filed with the County Personnel Department. The hearing board shall make an official decision either affirming, modifying, or revoking the order. The decision shall contain findings of fact which may be stated in the language of the pleadings or be reference thereto. A copy of the written decision shall be transmitted to the Department Head and the Director of Personnel. The Director of Personnel shall serve a copy of the decision upon the employee and shall notify the employee that the time within which judicial review must be sought is governed by California Code of Civil Procedure Section 1094.6. A copy of the decision shall be placed in the employee's personal history file. The decision of the hearing board shall be final. [Prior Code § 2-246]

3.28.080 Immediate Termination

Notwithstanding the provisions of Section 3.28.020, the Department Head may discharge a permanent employee without prior notice if immediate termination is essential to avert harm to the County or to the public. In such case, the notice of discharge shall inform the employee of his right to reconsideration by the Department Head who shall follow the procedures of Section 3.28.030 [Prior Code § 2.247]

3.28.090 Measures Pending Final Determination

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

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

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

C. With the concurrence of any Department Head involved, require the employee to perform such duties as may be assigned in the same or another County department with no reduction in compensation. Reassignment without the consent of the employee shall not exceed a period of ninety (90) days if accusations against the

employee are under investigation, but such assignment may continue until the action becomes final if the employee has been given notice of discharge.

D. Suspend the employee without pay if accusations against the employee are under investigation, and the accusations are such that, if true, immediate removal is essential to avert harm to the County or to the public, provided: (1) the employee shall be accorded the rights provided by this chapter, and may appeal the order of suspension to the hearing board at any time during the period of suspension; (2) the period of suspension without compensation shall not exceed forty-five (45) days; (3) that in the event the employee is not served with notice of intended charges during the period of suspension, the employee shall be reinstated in County service as of the initial date of suspension; (4) that in the event the punitive action taken against the employee does not result in termination of employment, the employee shall be restored to County service for the period of the preliminary suspension and any disciplinary suspension or reduction in rank or compensation ordered or approved by the hearing board shall commence on or after the date of the punitive action by the Department Head. The Department Head may discontinue an employee's leave of absence with compensation giving the employee forty-eight (48) hours' notice in writing to return to duty. [Prior Code § 2-248]

3.28.100 Maximum Suspension

No disciplinary suspensions shall be imposed for any period exceeding forty-five (45) days, and the order for suspension shall expressly state, in addition to the reason therefore, the date of the commencement and expiration of suspension. [Ord. CS 107 § 1, 1985: Prior Code § 2.249]

3.28.110 Hearing Procedure

The hearing shall proceed as follows:

A. The hearing board may adopt rules of procedures. The Director of Personnel shall be ex officio secretary to the hearing board, and the Director of Personnel shall be authorized to issue subpoenas, make necessary orders and administer oaths in connection with the proceedings of the hearing board. Any person failing to obey a subpoena, or subpoena duces tecum, or to be sworn and testify, shall be deemed to be in contempt of the hearing board and the hearing board shall have the power to take such proceedings and impose such punishment thereof as may be taken by the Board of Supervisors pursuant to Title 3, Division 2, Part 2, Chapter 1, Article 9 (Section 25170 through 25176) of the Government Code.

B. The Director of Personnel shall cause the proceedings to be recorded by any method he finds to be appropriate. Any person may purchase all or part of the record provided the request therefore is made within ninety (90) days of the date of service of the final decision of the employee, the Department Head or the Director of Personnel shall have a right to purchase a transcript of a hearing held in closed session. A request for the record shall be accompanied by payment of the estimated

cost thereof as determined by the Director of Personnel, and the person making the request shall be obligated to pay the full cost prior to delivery of the transcript.

C. The burden of proof shall be on the head of the department issuing the disciplinary order. The quantum of proof required to sustain such action shall be preponderance of the evidence.

D. At the hearing the employee may be examined under Section 776 of the California Evidence Code. Failure of the employee to appear at the hearing or failure to testify if called as a witness, shall be deemed a withdrawal of the employee's appeal and the action of the Department Head shall be final.

E. The hearing board may affirm or revoke the action taken by the Department Head or may modify such action to a less severe punishment. The hearing board may order the employee returned to his/her position either as of the date of the punitive action by the Department Head or as of such later date as the hearing board may specify. If the hearing board shall revoke or modify the order of the Department Head, the appealing employee shall be granted forthwith all rights and privileges pertaining to County service in accordance with the order of the hearing board. [Prior Code § 2.250]

3.28.130 Petition to Set Aside Resignation

In the event a person claims his resignation was given by reason of mistake, fraud, duress, undue influence, or that for any other reason it was not his free and voluntary act, he may submit a written petition to the Director of Personnel to set aside his resignation and such petition shall be treated in the same manner as an appeal from an order for discharge; provided, however, that no such petition shall be considered by the hearing board unless it is filed with the Director of Personnel within thirty days after (A) the last date upon which services to the County are rendered; or (B) the date the resignation is rendered to the appointing power, whichever is later. [Prior Code SS2-252]