

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Stanislaus County**  
**and**  
**Stanislaus County Probation Correctional Officers' 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.

# Table of Contents

1.	Preamble	4
2.	Term of Agreement	4
3.	No Strike	4
4.	Employer-Employee Relations	4
	A) Scope of Bargaining	4
	B) Non-Discrimination	4
	C) Compliance with the Americans with Disabilities Act (ADA)	5
	D) Union Lists	5
	E) Bulletin Boards	6
	F) Continuing Other Policies	6
	G) Agency Shop	6
	H) Distribution of Union Information	7
	I) Electronic Mail Access	7
	J) Union Staff Access	7
	K) Union Employees Representatives	8
	L) Attendance at Meeting – Union President	8
	M) Time Bank	8
	N) County Rights	9
	O) Personnel and Human Resources	9
	P) Employee Rights	10
	Q) Labor Management Meetings	11
5.	Safety Program Support	11
6.	Contracting Services	11
7.	Compensation	11
	A) Salary	11
	B) Salary Administration	12
	C) Salary on Promotion	13

D)	Overtime	13
E)	On-Call Pay	14
F)	Call-Back	14
G)	Shift Differential	15
H)	Certificate Pay	16
I)	Temporary Out of Class Assignment (Lead Pay)	16
J)	Bilingual Certification Pay	16
K)	6-3 Schedule	16
L)	Authorized and Qualified to be Armed	17
M)	Special and Collateral Assignments	17
8.	Uniform Allowance	18
A)	Uniform Allowance	18
B)	Uniform Specifications	19
C)	Uniform Safety Equipment	19
9.	Mileage Reimbursement	20
10.	Retirement	20
A)	Retirement Tiers	20
B)	Public Employees' Pension Reform Act (PEPRA)	21
11.	Health and Welfare	22
A)	Group Plans Available	22
B)	State or Federal Health Care Reform	22
C)	Domestic Partner Coverage	23
D)	IRS Code Section 125	23
12.	Leave Time Benefits	23
A)	Vacation Requests	23
B)	Vacation Accumulation Maximum	25
C)	Limited Cash Conversion	25
D)	Vacation Accumulation Rate	26

E)	County Holiday Policy	26
F)	Combining Optional Holiday Time with Vacation	27
G)	Jury Duty	28
H)	Leaves of Absence	28
I)	Sick Leave/Bereavement Leave/Workers Compensation	29
J)	Rest Periods	29
K)	Automatic Resignation	29
13.	Work Time Reporting Requirements	30
14.	Performance Evaluations	30
15.	Maximum Suspension	31
16.	Discipline and Grievance Procedure	31
17.	Grievance Procedure	41
18.	Binding Arbitration	43
19.	Reduction-in-Force Policy	48
20.	IRS Code Sections	54
21.	Future Meet and Confer Topics	54
22.	Joint Discussions Concerning Policy Revisions	55
23.	Severability	55
24.	Full Understanding	56

**1. PREAMBLE**

This Memorandum of Understanding (MOU), hereinafter referred to as "Agreement," is entered into between the County of Stanislaus, hereinafter referred to as the "County," and Stanislaus County Probation Corrections Officers' Association, hereinafter referred to as the "Union." This MOU incorporates by this reference all appendices and/or side letters attached.

**2. TERM OF AGREEMENT**

This agreement is for a period of forty-eight (48) months commencing July 1, 2025, and concluding midnight, June 30, 2029.

The Parties may agree to extend the term of this Agreement while meeting and conferring is in process over the renewal of this agreement.

**3. NO STRIKE**

The Union agrees and acknowledges that strikes, sick-ins, slow-downs or other forms of work stoppages or disturbances are detrimental and not in keeping with the responsibility of the Union and its members to ensure that high quality service is provided to the people of the County. Any such actions are also a violation of County ordinances. The Union and its members agree not to sanction, support, condone, or engage in any such actions directly or indirectly during the term of this agreement. The County agrees that there shall be no lock out during the term of this agreement.

**4. EMPLOYER-EMPLOYEE RELATIONS**

A) SCOPE OF BARGAINING

The County recognizes the Union as the exclusive bargaining representative concerning wages, hours and other terms and conditions of employment for employees in the classifications of Probation Corrections Officer I, II, and III designated bargaining Unit "T." The Union agrees that no extra-help positions are represented.

B) NON-DISCRIMINATION

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 (BOS) in compliance with Federal and State Laws. The parties agree to recognize, respect, and support the County's commitment to non-discrimination in employment as set forth in the County's

Equal Rights Program. The Union agrees to encourage its members to assist in the implementation of that program.

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

C) COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)

The County and the Union 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 Union agree to meet and confer if the accommodation will require some modification of the MOU or County policy that 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.

D) UNION LISTS

On or about the first of each month, the County will provide to the Union, a current list of members of the bargaining unit. The list shall include, but not be limited to, new hire(s), termination(s), promotion(s), demotion(s), transfer(s), listed by full name, home address, home telephone, employee number, department and classification.

Upon written request by the Union, the County will provide to the Union a current list of changes within its represented unit. That list will include, but not be limited to, the employee's name, home address, home telephone, employee number, department and classification.

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

E) BULLETIN BOARDS

The County shall provide adequate space for bulletin boards to post informational materials, wherever there are bargaining unit employees.

F) CONTINUING OTHER POLICIES

The parties agree that the County's Reduction-in-force Policy, Grievance Procedure, Equal Employment Opportunity Grievance Procedure, Discipline Policy, leave of absence/sick leave (except where required by Federal or State law), vacation, holiday and retirement policies in effect immediately prior to the commencement of this agreement shall remain in effect during the term of this agreement unless mutually agreed by the parties.

The personal property damage reimbursement policy of the County will also remain in effect during the term of this agreement with the understanding that it is not intended to cover reimbursement for normal wear and tear and that any and all disputes arising out of the process will be resolved through the County's grievance procedures.

G) AGENCY SHOP

1. If the Association decides to implement membership dues payment through payroll deduction, the Association shall submit a certificate/list to the County. The Association will maintain individual employee authorizations for payroll deductions, signed by the individuals, form whose salary or wages the deduction is made. The County shall rely upon written notification from the Association for any and all employee requests to commence, cancel or change payroll deductions for membership dues. The County shall direct employee inquires to cancel or change dues deductions to the Association.
2. Deduction notification will be provided to County [Payroll@stancounty.com](mailto:Payroll@stancounty.com). Changes, cancellations, etc. received by the County prior to the 15<sup>th</sup> of the month will be processed no later than the first pay period of the second month. Example: Association notifies the County on January 15<sup>th</sup>; the deductions will be effective no later than the first full pay period in March. The parties recognize there is a lapse in time due to pay period processing constraints.
3. The Association shall indemnify, defend, and hold the County harmless against any claims made and/or any suit against the County or any cost or liability arising from any such claim, demand, or other action relating to the

public agency's compliance with the agency fee obligation.

4. The County shall deduct Association dues and other authorized deductions from members' paychecks upon receiving a certified list from the Association as set forth in paragraph 1 above and will forward said deductions to the Association on a biweekly basis, following each payday. In the event the Association changes its dues deduction amount, the County will process the change not more than thirty (30) days after receiving notice from the Association or its labor representative designee of the change; the change will take effect at the start of the first full period following.

H) DISTRIBUTION OF UNION INFORMATION

The parties agree that the Union shall not be unreasonably denied the right to distribute information to employees of the bargaining unit. Distributions shall not interfere with County operations and shall not involve direct distributions to individuals during working hours. Subject to the above conditions, the procedures which may be agreed upon include use of employee mailboxes or slots, break rooms or rest areas, or distribution to employees outside of working hours.

The Union agrees to send to the Chief Probation Officer or Juvenile Hall Superintendent a copy of any Union flyer, newsletter or any other document to be posted on bulletin boards or otherwise distributed for Union member's or bargaining unit information.

I) ELECTRONIC MAIL ACCESS

Employees represented by the Union may use the County e-mail to provide an electronic link with the Union. The Employee must provide their e-mail address to the Union to receive correspondence. The Union shall not use the County e-mail to send non-Union related mail, broadcast a broad appeal for Union membership, marketing goods, advertising, social events or solicitations. Employees shall not be disciplined or penalized for receiving or sending Union related e-mail. This e-mail provision does not supersede but is in addition to current County e-mail policies. The Union acknowledges that e-mail and facsimile correspondence is not privileged or confidential and may be subject to review by management at any time.

J) UNION STAFF ACCESS

Union staff shall have the right to enter work sites during working hours for the purpose of ascertaining that the provisions of this MOU are being observed and, to meet with members and/or members of the board. Such access shall occur after notification to the Department Head, Human Resources Manager or designee. The

Department Head or their designees shall not unreasonably deny such access. Union staff agrees not to disrupt or interfere with County operations.

K) UNION EMPLOYEES' REPRESENTATIVES

The president or his/her designee shall be allowed reasonable time off with pay during the normal working hours to assist in the resolution of grievances, to participate in fact-finding interviews related to discipline, or to investigate allegations that the terms of this agreement are not being met in their respective departments and divisions. The president or his/her designee shall obtain prior approval from the Department Head or designee for such time off and such approval shall not be unreasonably denied. No more than one (1) person may be on release time on any given issue/grievance. Release time shall not interfere with County operations.

The Union shall file with the Chief Executive Office the names of the association board of directors within thirty (30) days of the date of signing this agreement and shall thereafter advise the Chief Executive Officer in writing of any changes within thirty (30) days of the effective date of such changes.

L) ATTENDANCE AT MEETING – THE UNION PRESIDENT

The County employee who serves as president of the Union shall be given reasonable time off with pay to consult with management representatives to promote greater communication between the parties, or to be present at hearings or meetings on behalf of any bargaining unit employee. This time may be in addition to time spent during the meet and confer process. Use of this time shall not be for internal Union organizing purposes nor shall this time interfere with County Operations.

M) TIME BANK

The parties agree that a SCPCOA time bank has been established for the purpose of authorizing SCPCOA members to request use of this time for SCPCOA business as determined by the SCPCOA Board. Any use of SCPCOA time bank shall be approved by the SCPCOA Board prior to submission of the request. Timebank does not include time used by the SCPCOA for meeting and confer with the Chief Probation Officer or the County.

Time bank requests shall be submitted and approved consistent with the Chief Probation Officer's existing policy for approval of vacation time. The SCPCOA time bank request shall be approved unless staffing is required on an overtime basis in order for the request to be approved. SCPCOA time bank shall not supersede previously approved vacation requests of other Juvenile Hall personnel.

On January 1<sup>st</sup> of every year employees covered by this agreement shall contribute an equal amount of hours, from vacation to create a bank of two hundred (200) hours to be used for SCPCOA business. The unused hours in any year shall be carried over to the next year. However, the maximum number of hours in the time bank shall be capped at two hundred (200) hours. The time bank shall not be subject to cash out nor shall it be returned to contributing employees.

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

N) 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 in all of their various aspects, including, but not limited to the rights to direct the workforce; to plan, direct and control all of the operations and services of the County; to determine the methods, means, organization and schedule by which such operations and services are to be conducted; to assign and transfer employees within the various departments; to hire, promote, suspend, demote, discharge, reprimand, and evaluate employees; to relieve employees from duty due to lack of work or other legitimate reasons set forth in the County Reduction- in-Force policy; to change or eliminate existing methods, equipment or facilities in order to maintain or increase the efficiency of governmental operations; and to exercise complete control and discretion over its organization and the technology of performing its work.

Nothing contained herein shall be construed to preclude meeting and conferring between employer and employee regarding the practical consequences that decisions on these matters may have on wages, hours, terms, and conditions of employment.

O) PERSONNEL AND HUMAN RESOURCES

1. PROBATIONARY PERIOD

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

An employee absent without pay exceeding fifteen (15) calendar days shall cause the probationary period to be extended by the number of calendar days of such absence.

2. ACCESS TO OFFICIAL PERSONNEL FILES

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

3. ACCESS TO DEPARTMENT PERSONNEL FILES

With a minimum of three (3) working days' notice, an employee may review the contents of his or her department personnel file and be provided with a copy of any materials in that file. An employee may also respond to any adverse material contained in that file. With the written consent of the employee, a designated representative of the employee may review the contents of the file.

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

4. ADVERSE MATERIAL

No adverse material may be placed in an employee's official personnel file, maintained in the Chief Executive Office, unless such material is first discussed with the employee. The employee must be informed that the material will be placed in their personnel file. The employee shall be given an opportunity to sign the document acknowledging receipt, and then given a copy of the document. If the employee is not available, a copy of the material must be sent certified mail to the employee's home. Employees may submit rebuttals to such adverse documents and said rebuttals shall be placed in the official file.

P) EMPLOYEE RIGHTS

Employees shall have the right to form, join and participate in the activities of

employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Employees shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the County. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

Q) LABOR MANAGEMENT MEETINGS

Quarterly Labor Management meetings will be held starting January 2011 at the request of the represented labor groups in the Probation Department.

5. SAFETY PROGRAM SUPPORT

The parties agree to and acknowledge their mutual responsibility to provide a working environment free from unsafe and harmful working conditions. The parties further agree to strive to reduce the number of job-connected illnesses and injuries. The Union agrees to support and encourage its members to participate in such safety training as the County may provide or the wearing of such safety equipment as may be required and to adhere to such safety procedures governing the methods of work or equipment as may be required. The County will purchase or reimburse employees for the purchase of any personal safety equipment specifically required by the County in order to comply with CAL-OSHA requirements.

6. CONTRACTING SERVICES

The County agrees to notify the Union at least forty-five (45) days in advance of contracting out positions which are currently filled by employees in the bargaining unit.

The Union will notify the County of its desire to exercise its right to meet and confer on the impacts contracting out would have on the Union's represented employees.

7. COMPENSATION

A) SALARY

Year 1:

Effective the beginning of the first full pay period following either July 1, 2025, or after ratification and adoption by the BOS of the successor MOU, whichever comes later, the employees in this unit shall receive a COLA base salary increase

of three percent (3%).

Effective the beginning of the first full pay period following July 1, 2025, or after ratification and adoption by the BOS of the successor MOU, whichever comes later, the employees in this unit shall receive an equity adjustment of one percent (1%).

Year 2:

Effective the beginning of the first full pay period following July 1, 2026, the employees in this unit shall receive a COLA base salary increase of three percent (3%).

Effective the beginning of the first full pay period following July 1, 2026, the employees in this unit shall receive an equity adjustment of one half of a percent (0.5%).

Year 3:

Effective the beginning of the first full pay period following July 1, 2027, the employees in this unit shall receive a COLA base salary increase of three percent (3%).

Effective the beginning of the first full pay period following July 1, 2027, the employees in this unit shall receive an equity adjustment of one half of a percent (0.5%).

Year 4:

Effective the beginning of the first full pay period following July 1, 2028, the employees in this unit shall receive a COLA base salary increase of three percent (3%).

Effective the beginning of the first full pay period following July 1, 2028, the employees in this unit shall receive an equity adjustment of one half of a percent (0.5%).

B) SALARY ADMINISTRATION

The parties agree that the County salary policy applied to an employee dismissed during probationary service from a position to which he or she had been demoted, promoted or transferred, will be clarified as follows: Such an employee's salary shall be returned to the same step in the appropriate salary range as had been held prior to the promotion, demotion or transfer. Employee salary review date, if applicable, shall be adjusted by the equivalent number of months during which

an employee did not hold the classification to which he or she is returning.

Employees shall be eligible for advancement to the second step of their salary range on their anniversary date after one (1) year of continuous service at the first step. Eligibility for advancement to subsequent salary steps will thereafter be based on one (1) year of satisfactory continuous service at the prior step until the employee reaches the maximum step of appropriate salary range.

C) SALARY ON PROMOTION

The County shall continue to guarantee a five percent (5%) minimum salary increase on promotion in accordance with existing County Code provisions. Effective July 1, 1991, an exception to this provision shall be made if the step to which the employee is promoted is six (6) cents or less per hour under the minimum five percent (5%) increase.

D) OVERTIME

The parties agree that the County's overtime pay provisions in effect prior to the commencement of this agreement will continue in effect unless modified by this agreement with the exception noted below.

Unless provided for otherwise, overtime in this provision will be paid in compliance with the minimum standards of the Fair Labor Standards Act (FLSA) with the following exceptions:

For employees on a 6-3 schedule, overtime in this provision will be paid for time worked in excess of eighty-six (86) hours in a pay period in compliance with section 207(k) of the FLSA.

Calculation of time and one half compensation for overtime shall be based upon a calculation of time "worked" rather than time "paid." That is, time off voluntarily taken by an employee in the form of sick leave, vacation, bereavement leave or compensatory time off shall be excluded from consideration in calculating overtime eligibility. For overtime compensation purposes such voluntary time taken shall not be considered as time worked. Paid time off in the form of jury duty, military leave, or 4850 leave shall be considered time "worked" for the purpose of meeting the hour minimum in calculating overtime eligibility.

When offices are closed for a County approved Holiday and employees receive holiday pay and are not given the option to continue working, this time off for the holiday shall be considered as time "worked" when counting hours worked in meeting the hour maximum.

In the limited circumstances that employees are ordered to work overtime as a result of a Stanislaus County Office of Emergency Services declared emergency, any vacation time taken in the work week shall be counted as time worked in the overtime calculation.

An employee ordered to work based on a scheduling mandate shall be compensated at a rate of time-and-one half (1.5) hours worked. An employee who volunteers to work on a scheduling mandate, shall be paid in accordance with the 207(k) standards of FLSA as outline in this section.

E) ON-CALL PAY

Unless otherwise specified herein, on-call compensation for bargaining unit employees formally assigned by the Department Head to remain available to return to work shall be compensated at the rate of \$4.00 per hour in addition to base pay, for each hour of on-call service performed.

F) CALL-BACK

Employees mandated to perform call-back overtime service, shall be compensated therefore upon the basis of overtime work at a rate of time-and-one-half. Provided, however, no such overtime work shall be compensated for less than three (3) hours upon each occasion that the employee is called upon to perform such service, irrespective of the fact that the actual amount of overtime service performed may be less than three (3) hours, and no employee shall be compensated for more than eight (8) hours overtime work in any one eight-hour (8) period. The parties agree that the phrase "each occasion" means the employee is called to return to work from an off duty (other than serving on-call) status. If an employee is performing call-back work and while performing this work receives another call, this call will not be a second call-back, but rather a continuation of the overtime work.

When mandating employees to perform overtime, the procedures outlined in the Department Mandatory Overtime procedure will be followed.

1. Court Pay

Any employee summoned to court or a hearing arising from the course and scope of employment on a day they are not scheduled to work will follow the established department process on court appearances in order to determine whether the subpoena has been canceled. The employee shall be paid four (4) hours court pay at time and one half, if he or she follows the department's established process on court appearances and is told to appear and then the case is canceled. Should the employee fail to follow

the Probation Department's established process for determining the need to appear in court and appears in court for a case that has been canceled the employee shall not receive court pay.

Employees who are scheduled for court on a scheduled workday four (4) or more hours before the start of their shift shall receive four (4) hours call-back pay at time-and-one-half. The employee would be required to follow the department's established procedure on court appearances in order to receive court pay.

For Court appearances scheduled less than four (4) hours before the start of the employee's scheduled shift the employee shall receive no less than two (2) hours call-back pay at time-and-one-half. Appearances that are within two (2) hours of the beginning or ending of a regular scheduled shift are considered a continuation of shift and will be paid accordingly.

The Probation Department will establish and communicate a process for employees to follow regarding court appearances.

G) SHIFT DIFFERENTIAL

Unless otherwise specified, all employees who are assigned to regularly scheduled shifts during the time periods as specified herein shall be eligible to receive shift differential.

Employees assigned to work a shift, where fifty percent (50%) or more of the scheduled hours fall between 3:00 p.m. and 11:00 p.m. shall receive additional compensation of five percent (5%) for the entire work shift.

Employees assigned to work a shift, where 50% or more of the scheduled hours fall between 11:00 pm and 7:00 am shall receive additional compensation of seven-and-a-half percent (7.5%) for the entire work shift.

In recognition of the 6/3 shift schedule those employees assigned to the 6/3 shift schedule who are scheduled to work 7:00 am to 3:00 pm who work beyond 3:00 pm will be eligible for the five 5% shift differential for time worked after 3:00 pm. Employees who are scheduled to attend training from 8:00 am to 5:00 pm shall not receive the five percent (5%) shift differential between the hours of 3:00 pm and 5:00 pm.

Employees who are scheduled to work 3:00 pm to 11:00 pm who work beyond 11:00 pm will be eligible for the seven and a half percent (7.5%) shift differential for time worked after 11:00 pm.

H) CERTIFICATE PAY

Full-time employees who successfully complete the State mandated STC Core Training shall receive an additional compensation of three percent (3%) in certification pay.

I) TEMPORARY OUT OF CLASS ASSIGNMENT (LEAD PAY)

The parties agree that Probation Corrections Officer III's formally designated to act in the capacity of Supervising Probation Corrections Officers and Probation Corrections Officer II's formally designated to act in the capacity of Probation Corrections Officer III's at Juvenile Institutions shall be compensated for time worked that shift at the appropriate promotional rate of pay of the appropriate higher classification (an approximate 5% minimum). The parties agree that the County's out-of-class provisions for Probation Corrections Officers shall remain in effect for the term of this agreement.

J) BILINGUAL CERTIFICATION PAY

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

Employees certified as bilingual will receive additional compensation of one dollar \$1.00 per hour for bilingual certification pay, effective the first full pay period following the certification date. Only those employees certified bilingual will be granted bilingual certification pay.

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

K) 6-3 SCHEDULE

The Department will allow employees to use available accruals (i.e., vacation, , comp time) to supplement hours for pay periods with less than 80 scheduled hours. Such accruals can only be used to supplement up to a total of eighty (80) hours of paid time in the pay period for a maximum of 2,080 hours annually.

L) AUTHORIZED AND QUALIFIED TO BE ARMED

Effective February 7, 2015, contingent upon ratification of the agreement by the bargaining unit, and Board of Supervisors approval of this agreement on February 3, 2015, employees who are authorized, qualified and maintain qualifications to carry a firearm, shall receive two-and-one-half percent (2.5%) armed qualification pay. Employees will be required to maintain qualification standards in accordance with Department policy.

The Department will determine the methods for authorizing and administering armed assignments. The Department maintains the right to reassign personnel based on the Chief's discretion.

Probation Corrections Officers may appeal the removal of the authorization or qualification to be armed, when it is not the result of formal discipline, within seven (7) calendar days from the notice of removal by using the Department's Peace Officers Administrative Appeal Process.

M) SPECIAL AND COLLATERAL ASSIGNMENTS

Other than provided in this MOU, the Chief Probation Officer shall have sole discretion concerning Special or Collateral Assignments as follows:

1. The creation, disbanding, term or renewal of Special or Collateral assignments.
2. The number of Special or Collateral assignments receiving special compensation or pay as described under subsection 3(c) of Article 7M.
3. The minimum requirements, eligibility, selection or involuntary appointment of personnel into a Special or Collateral assignment.

a) Special and Collateral Assignments Defined

A Special Assignment is defined as an assignment that requires specialized training outside the normal scope of routine duties performed within the job classification where an employee is relieved from such routine duties and is given responsibility for the special assignment on a regular full-time basis.

A Collateral Assignment is defined as an assignment that requires specialized training outside the normal scope of routine duties performed within the job classification where an employee continues to perform routine full-time duties as assigned and in addition, is given responsibility for a collateral assignment on a

part-time basis.

b) Appointment to a Special or Collateral Assignment

The Department shall announce openings for any paid or un-paid Special or Collateral Assignment prior to appointment of an employee to the open assignment. The announcement shall include the name of the assignment, minimum requirements for eligibility to work in the assignment, the selection process, and the deadline to apply. The Department shall only consider candidates who submit a written memorandum via his/her chain of command by the published deadline and who meets the minimum eligibility requirements to work in the assignment as determined by the Chief Probation Officer or designee.

Employees appointed to any Special or Collateral Assignment shall meet and maintain the requisite qualifications for the position published by the California Board of State and Community Corrections or the California Commission on Peace Officer Standards and Training and any additional qualifications determined by the Chief Probation Officer.

c) Special or Collateral Assignments

Employees appointed to the following Special or Collateral Assignments shall receive additional compensation added to his/her base pay as indicated below:

Facility Training Officer 2.5%

**8. UNIFORM**

A) UNIFORM ALLOWANCE

The County shall provide Probation Corrections Officers seven hundred and eighty dollars (\$780) for the initial purchase of authorized uniforms and equipment. Each calendar year an annual uniform maintenance allowance of six hundred and seventy dollars (\$670) will be provided to existing employees. New employees shall be provided with the initial allowance and a prorated amount for the first maintenance payment depending on how long they have been with the Department during the calendar year.

Effective the beginning of the first full pay period following January 1 each year the initial purchase amount and annual uniform maintenance amount will be

increased by twenty dollars (\$20.00) as follows:

<b>Year</b>	<b>Initial Purchase Amount</b>	<b>Annual Uniform Maintenance Amount</b>
Upon Ratification	\$780.00	\$670.00
January 1, 2026	\$800.00	\$690.00
January 1, 2027	\$820.00	\$710.00
January 1, 2028	\$840.00	\$730.00
January 1, 2029	\$860.00	\$750.00

Uniform allowance is provided to the employee for the maintenance, care, purchase and replacement of authorized uniforms and equipment. No uniform allowances shall be provided to employees absent from duty for three or more consecutive calendar months when on 4850 or other disability-related leave.

The parties agree that the uniform policy will be updated to include a badged polo and battle dress uniform (BDU) style pants as it applies to Probation Corrections Officers assigned to the Probation Department during the term of this agreement. The parties also agree that Probation Corrections Officers acting as transportation officers will have the same uniform requirements as Probation Corrections Officers.

B) UNIFORM SPECIFICATIONS

Uniform items shall meet all specifications as provided by the Stanislaus County Probation Department, as indicated in the Stanislaus County Probation Department Juvenile Detention Policy Manual.

C) UNIFORM SAFETY EQUIPMENT

The basic equipment listed below will be provided to all employees:

Basic Issue

- Duty Belt
- Inner Duty Belt
- Four (4) Belt Keepers
- Two (2) Pairs Handcuffs and Keys
- Radio Holder
- Handcuff Case
- O/C or Pepper Spray
- O/C or Pepper Spray Holder

Armed employees shall also be provided with:

- ASP Baton
- ASP Holder
- Double Magazine Pouch
- Body Armor Level II or IIIA
- Flashlight
- Flashlight Holder
- Rail light (optional)
- Rail light holster (optional)
- Rain Jacket (cold/wet weather)
- Sleeve patches for rain jacket
- Tactical/Raid Vest Name plate
- Utility/Gear Bag
- Radio (available for check out if not issued)
- Safety Vest (traffic-maintained in County vehicles)
- Narcan
- Tourniquet
- Individual First Aid Kit (IFAK)

Equipment will be replaced as necessary due to normal wear and tear or damage caused while on duty. Additional safety equipment may be available based upon special assignment. The Department will issue equipment based upon assignment and maintains the right to reassign personnel based on the Chief's discretion.

**9. MILEAGE REIMBURSEMENT**

Effective July 2007 employees, who use their personal vehicle in the course of their duties and responsibilities as an employee of the County, shall receive the specified IRS allowance rate mileage reimbursement effective on January 1, of each year. Use of Personal Vehicle must be pre-approved by Department Manager.

**10. RETIREMENT**

A) RETIREMENT TIERS

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

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

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

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

B) PUBLIC EMPLOYEES' PENSION REFORM ACT (PEPRA)

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

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

In order to become compliant with PEPRA all members of the bargaining unit will pay the full employee retirement contribution rate, and the County will no longer

pay the Employer Paid Member Contribution (EPMC). The specific retirement contribution will vary for each employee based on their individual retirement tier and age of entry into the retirement system. The current member contribution paid by the County for members of this bargaining unit is 8.5% 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 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 8.5% retirement contribution rate to calculate the wage increase, for a total base wage adjustment of 8.5% (8.5% x 1). The parties recognize this wage adjustment and the elimination of the EPMC will have varying impacts on bargaining unit members.

The elimination of EPMC and corresponding increase in base wages was effective the first pay period starting on or after February 8, 2014.

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.

## **11. HEALTH AND WELFARE**

### **A) GROUP PLANS AVAILABLE**

Employee health (medical, dental, 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.

### **B) STATE OR FEDERAL HEALTH CARE REFORM**

Should any new State or Federal legislation be approved to take effect during the term of the agreement which effects the County's health insurance programs, the parties agree to immediately meet to determine the potential impact, if any, on employees or the County, of the legislation. Absent legislation modifying such, the County agrees that at least the dollar amounts of premium contributions made by the County for health insurance premiums shall be available to employees during the term of the agreement, unless amended through the joint negotiation process on health insurance.

C) DOMESTIC PARTNER COVERAGE

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

D) IRS Code Section 125

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

**12. LEAVE TIME BENEFITS**

A) VACATION REQUESTS

1. Vacation Request Procedures

The parties agree the process for employees to submit vacation requests shall be in accordance with the terms of Priority and Standard Vacation Requests referenced below. The parties also agree that a master vacation calendar will be posted in a conspicuous and accessible area illustrating the most recent updates on vacation time granted by seniority within each shift assignment; however, the calendar may be taken down from time to time as necessary to update approved vacation time.

2. Priority Vacation Requests and Selection

Effective 2018, all Priority Vacation Requests consists of three phases. In Phase 1, the employee may request vacation consisting of one full work week. In Phase 2, the employee may request one additional full work week. In Phase 3, the employee may request an additional full work week or two (2)-three (3) day blocks. All Priority Vacation Requests will be submitted in writing on a Vacation Request form or via electronic mail to the Supervising Probation Corrections Officer in charge of scheduling.

Priority Vacation Selection shall be executed as follows. Bidding for Priority Vacation will begin on October 1<sup>st</sup> and each employee will be assigned a day in each phase of the bidding process by seniority within a shift assignment. Employees will bid for vacation commencing in descending order of seniority within a shift until each employee assigned to the shift

has bid. Each employee will have one day to make a priority vacation bid during Phase 1 in October, another day for Phase 2 in November and another day for phase 3 in December, with the day commencing at 07:00 hours.

Employees who fail to submit a Priority Vacation Request during his/her assigned day will be passed over. Late requests may be honored at the end of the Priority Vacation Selection period on a first come, first served basis without regard for seniority.

After all employees have made their Priority Vacation Requests in Phase2, administration may block time for training in order to ensure staffing for training and schools.

All Priority Vacation Requests that are granted must be used and cannot be canceled in whole or in part by the employee unless there exists an unforeseen, extenuating circumstance(s) and the manager within the employee's chain of command approves the vacation cancelation.

3. Standard Vacation Requests and Selection

All Standard Vacation Requests will be submitted to the Supervising Probation Corrections Officer in charge of scheduling and processed on a first come, first served basis commencing on the first scheduled work day after the second Friday of January for the employees' designated shift assignment. In the event requests are submitted on the same day, the employee's seniority will determine the order vacation is granted. Vacation may be granted if the date is available. There will be no waiting lists established or maintained for vacation time off.

The Department shall make a good faith effort to approve Standard Vacation Requests as soon as possible, but no later than fourteen (14) calendar days after receipt of the request. Requests for vacation shall not be unreasonably denied.

4. Approved Vacations

After any vacation request is granted, it will remain granted except in unforeseen emergencies at which time those vacations scheduled during that period may be recalled.

5. Vacation Cancellation

In the event there is cancellation of vacation day(s) off, the canceled

vacation day(s) will become available to other employees assigned to the shift pattern within 72 hours of the cancelation. Employees may submit a vacation request in accordance with the Standard Vacation Request procedure.

B) 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 the employees take at least their normal vacation each year; provided, however, that for reasons deemed sufficient by their Department Head, an employee may, with the consent of the Department Head, take less than the normal vacation time with a correspondingly longer vacation the following year.

Employees shall receive notification of 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 for hundred and fifty (450) hours.

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

C) LIMITED CASH CONVERSION

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

D) 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:

1. 3.08 hours per pay period (ten (10) days a year) for the first through completion of the second year of continuous service.
2. 4.62 hours per pay period (fifteen (15) days a year) for the start of the third year through and including the tenth year of continuous service.
3. 6.16 hours per pay period (twenty (20) days a year) for the start of the eleventh year through and including the twentieth year of continuous service.
4. 7.70 hours per pay period (twenty-five (25) days a year) for the twenty- first year of continuous service and thereafter until separation from County service.

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

E) COUNTY HOLIDAY POLICY

1. Holidays – Dates Observed

January 1, New Year's Day  
The third Monday in January, Martin Luther King Day  
The third Monday in February, Washington's Birthday  
The last Monday in May, Memorial Day  
June 19, Juneteenth National Independence Day  
July 4, Independence Day  
The first Monday in September, Labor Day  
November 11, Veteran's Day  
November, (The Thursday designated as Thanksgiving Day)  
The day after Thanksgiving Day  
December 24, Christmas Eve  
December 25, Christmas Day

Only the immediate days of mourning or holiday declared by the President

of the United States and the Governor of California for which Federal and State offices are closed will be considered as holidays observed by the County.

2. New Year's Day

The Parties agree employees working on 11:00 pm to 7:00 am on December 31<sup>st</sup> will receive (8) hours of holiday credit for New Year's Day. Employees scheduled to work from 11:00 pm January 1<sup>st</sup> to 7:00 am January 2<sup>nd</sup> will not be eligible for holiday credit.

3. Time and One Half for Holidays

The County agrees that any authorized work performed by bargaining unit members on one (1) of the observed holidays listed above shall be compensated consistent with current policy, and an additional half time compensation shall be granted.

F) 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 sixteen (16) hours of optional holiday time. See sub-division D 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.

Eight (8) hours of vacation credit for holidays will be given during the bi-weekly period in which the holiday occurs. The exceptions to this are:

1. 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;
2. 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;

3. Employees on disciplinary suspension without pay will not receive vacation credit for any holiday occurring during the period without pay; or,
4. 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.

G) JURY DUTY

The parties agree that the County's current Jury Duty Policy will remain in effect with the addition that if an employee assigned to work a p.m. or night shift is required to perform jury duty, the following policy will apply:

An employee who works on the night shift or the p.m. shift who is called to jury duty may be excused from all or part of the shift following the jury duty. To be eligible for such jury duty leave, the employee must advise the affected Department Head in writing of his/her summons to jury duty and, after jury duty service, report to the Department Head the number of hours the employee was detained for jury duty service including reasonable travel time. As quickly as possible thereafter, the Department Head and the employee will schedule by mutual agreement, if possible, the makeup of any hours owed to the County equal to the difference between the hours of actual jury duty services plus reasonable travel time and the hours of work following the jury duty service for which the employee was excused. This make-up of work shall not be compensable as overtime.

H) LEAVES OF ABSENCE

Refer to the Stanislaus County Personnel Manual and the Stanislaus County Probation Department Policy Manual for policy and procedures regarding leaves of absence for all matters except those addressed in Article 12 (H).

The parties agree that an unprotected leave of absence without pay, or other unpaid time off exceeding fifteen (15) calendar days, shall cause the employee's date of eligibility for increase vacation accrual rates to be postponed by the equivalent number of months to the nearest number of months for which the leave is granted. Employees who are on a protected, leave of absence qualifying for leave under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), 4850, or Pregnancy Disability Leave (PDL) shall not have his/her anniversary date postponed.

I) SICK LEAVE/BEREAVEMENT LEAVE/WORKERS COMPENSATION

Refer to the Stanislaus County Personnel Manual 3.40.010 of the Stanislaus County Personnel Policy and the Stanislaus County Probation Department Policy Manual.

1. Conversion of Sick Leave Cash Out Benefits to Health Insurance Upon Retirement

If the County establishes a program which allows for the conversion of sick leave cash out benefits to cover the cost of health premiums upon retirement, that program will be made available to members of the bargaining unit. This program must meet the criteria of the Auditor-Controller for tax purposes.

J) REST PERIODS

Each Department Head is empowered to grant employees in his/her department rest periods during the working hours of the day, such rest period not to exceed fifteen (15) minutes in any four (4) consecutive hours of work. (Prior code 2- 203 (I))

Rest Periods or “breaks” are intended to improve work performance by providing some relaxation during a period of concentrated effort. Therefore, breaks are not to be used at the beginning or end of a four (4) hour work period in order to extend the lunch hour or leave the workplace early. It also follows that break- time may not be accrued; a break missed or skipped is not time-off available for later use. Short rest and stretch breaks, of five (5) minutes or less are recommended after each hour of continuous, repetitive work, such as in the use of a computer keyboard.

K) AUTOMATIC RESIGNATION

The parties agree that an employee who is absent without authorization and without contacting his or her supervisor for three (3) consecutive working shifts, or longer, will be presumed to have voluntarily resigned from County service, effective on the date at which the unauthorized absence began. The provisions of County policy related to Petition to Set Aside Resignation shall apply.

Effective upon Board Approval (June 26, 2007) the parties agree that the employee can request within 30 days of his/her resignation a meeting or present a written petition to his/her Department Head to have his/her resignation set aside prior to his/her appeal to the hearing board. Should the Department head make a determination to set aside the resignation the employee would no longer need to

appear in front of the hearing board. Employees utilizing the opportunity to meet with his/her Department Head will still need to follow the provisions in the policy.

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

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

**13. WORK TIME REPORTING REQUIREMENTS**

- A) Both parties agree to the importance of having accurate reporting of work time entered on timesheets or into the electronic timecard system in order to ensure:
  - 1. The data necessary for the accurate and timely payment of wages is collected;
  - 2. Compliance with appropriate governmental regulations; and
  - 3. The required supporting documentation is maintained.
  
- B) Employees are required to report all time worked on timesheets or into the electronic timecard system. This includes entering time-in and time-out for each workday. For timekeeping purposes, time-in is the time you begin work and time-out is the time you break from work for a meal or leave work for the assigned day or shift. The payroll system allows for employees to enter actual start and end times to the minute, and this would be the expectation for all employees when reporting time on timesheets or into the electronic timecard system.
  
- C) When evaluating employee attendance, actual start and stop times will be used.
  
- D) The parties further agree to meet and confer on an upgrade to the electronic payroll system to allow for rounding of time for payment purposes in accordance with the Fair Labor Standards Act (FLSA).

**14. PERFORMANCE EVALUATIONS**

Performance evaluations shall be performed in accordance with the Stanislaus County Personnel Manual and the Stanislaus County Probation Department Policy Manual.

**15. MAXIMUM SUSPENSION**

No disciplinary suspension shall be imposed for any period exceeding forty-five (45) days and the order of suspension shall expressly state, in addition to the reasons therefor, the date of the commencement and expiration of suspension. (Ord. CS 107 § 1, 1985: prior code § 2-249).

**16. DISCIPLINE AND GRIEVANCE PROCEDURE**

The parties recognize the County practices progressive discipline. The parties agree that the employee has a right to Union representation at an investigatory interview that the employee reasonably believes may lead to disciplinary action.

A) 3.28.010 Causes for discipline

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

- a) Omission or willful misrepresentation of a material fact or other fraud in securing employment;
- b) Incompetence;
- c) Inefficiency;
- d) Inexcusable neglect of duties;
- e) Insubordination;
- f) Dishonesty;
- g) Improper use of drugs, including (1) drunkenness on duty, (2) use of drugs while on duty, (3) incapacitation for proper performance of duties by prior use of drugs. The term "drugs" shall mean controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code, and shall also mean alcohol;
- h) Unexcused absence from duty, including but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow-downs;
- i) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this subsection;

- j) Discourteous treatment of the public or other employees;
- k) Willful disobedience;
- l) Misuse of County property;
- m) Inconsistent, incompatible or conflicting employment, activity or enterprise;
- n) Violation of a departmental rule;
- o) Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the employee's department or employment. (Prior code § 2-240).

B) 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:

1. Review the proposed action with the Personnel Director;
2. Prepare and serve a written notice reviewed by County Counsel to inform the employee of the intended action, the reasons therefor, and the right to respond to the Department Head intending to impose the discipline. The notice shall identify the materials on which the action is based with sufficient certainty as to permit inspection of them by the employee. A copy of the intended charges be attached to the notice.
3. The employee, given notice of intended disciplinary action, may within seven (7) 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/she may present statements by himself/herself, written statements of any witness and other documentary material. He/she may be represented by another in presenting his/her response. The Department Head shall fairly and impartially consider the employee's response and shall thereafter: (1) impose the intended disciplinary action; (2) notify the employee that the intended disciplinary action will not be imposed; or (3) amend the charges. In the event the Department Head substantially amends the intended charges or punishment, he/she shall be given another notice as provided in subsection B of this section. (Ord. CS 557 § 39, 1994; prior code § 2-241).

C) 3.28.030 Notice of action and appeal

In the event of the Department Head determines to discharge, suspend or reduce

in rank or compensation a permanent employee after completing the procedures provided in Section 3.28.020, he/she 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 therefor, (D) the specific acts or omissions upon which the causes are based, stated in ordinary and concise language and (E) the right of the employee to appeal. The employee acted against may, within seven (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/her appeal; the punitive action taken by the Department Head shall be final. An appeal shall be in writing, shall be filed with the Personnel Director and shall contain an answer to each charge in the order. The answer shall include any objections the employee may have as to the form or substance of the order, or the procedures followed by the Department Head. The Personnel Director shall forthwith transmit the order and appeal to the employee disciplinary proceedings hearing board for hearing. The hearing board shall, within a reasonable time 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).

D) 3.28.040 Amendment of order

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. 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/she 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).

E) 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/her last known address by registered or certified mail. It shall be presumed that a properly addressed letter is served on the day following the day on which the letter was mailed. The Department Head

shall promptly furnish the Personnel Director with a copy of each notice or order and a statement showing by whom, the manner and the date the notice or order was served. (Prior code § 2-244).

F) 3.28.060 Hearing board and hearing officer

The Chairman of the Board of Supervisors shall appoint three (3) 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:

The Personnel Director shall submit the name of a member of the State Bar of California who shall not be a member of the County service.

The Personnel Director shall submit the name of a head of a department of the County.

Upon the request of the Personnel Director, each recognized employee organization shall, within five (5) working days, nominate a permanent full-time employee of the County, and the Personnel Director shall submit the name of the employee chosen by lot, provided that if a recognized employee organization fails to nominate an employee, the Personnel Director shall do so. In the event the appellant is from the same department as a member of the appeal board, the Personnel Director shall submit another name for appointment to replace such member for that case only. The term of each member shall end on December 31st of each year, but a member shall continue to act on any appeal filed before that date. Two members of the appeal board shall constitute a quorum, provided, however, that the Personnel Director or the chairman of the appeal board may request the temporary appointment of a member to replace a member who is or will be unavailable on the scheduled hearing date.

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

G) 3.28.070 Hearing rules

At a hearing, both the appealing employee and the Department Head whose action is reviewed shall have the right to be heard publicly, to be represented by

counsel and to present evidentiary facts. The parties may agree to a hearing closed to the public, and the hearing board may at any time exclude any person who may be a witness in the case under consideration. The hearing shall be informal, and the hearing board shall not be bound by any of the rules of evidence governing trial procedure in state courts. In arriving at a decision, the hearing board may consider any prior County disciplinary action including any letters of reprimand filed with the County Chief Executive Office. 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 referenced thereto. A copy of the written decision shall be transmitted to the Department Head and the Personnel Director. The Personnel Director shall serve a copy of the decision upon the employee and shall notify the employee that the time within which judicial review must be sought is governed by California Code of Civil Procedure Section 1094.6. A copy of the decision shall be placed in the employee's personal history file. The decision of the hearing board shall be final. (Prior code § 2-246).

H) 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/her right to reconsideration by the Department Head who shall follow the procedures of Section 3.28.020, and where appropriate shall follow the procedures of Section 3.28.030. (Prior code § 2-247).

I) 3.28.090 Measures pending final determination

The Department Head may, while intended disciplinary action is pending, and with prior review by the Personnel Director and the Chief Executive Officer, take one (1) or more of the following measures:

1. Defer the imposition of the punishment until the final order of the hearing board;
2. Place the employee on leave of absence with compensation;
3. 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;

4. 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:
  - a) 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;
  - b) the period of suspension without compensation shall not exceed forty-five (45) days;
  - c) 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;
  - d) that in the event the punitive action taken against the employee does not result in termination of employment, the employee shall be restored to County service for the period of the preliminary suspension and any disciplinary suspension or reduction in rank or compensation ordered or approved by the hearing board shall commence on or after the date of the punitive action by the Department Head. The Department Head may discontinue an employee's leave of absence with compensation or his suspension without compensation giving the employee forty-eight (48) hours' notice in writing to return to duty. (Ord. CS 557 § 40, 1994; prior code § 2-248).

J) 3.28.100 Maximum suspension

No disciplinary suspension shall be imposed for any period exceeding forty-five (45) days and the order of suspension shall expressly state, in addition to the reasons therefor, the date of the commencement and expiration of suspension. (Ord. CS 107 § 1, 1985; prior code § 2-249).

K) 3.28.110 Hearing Procedure

The hearing shall proceed as follows:

1. The hearing board may adopt rules of procedure. The Personnel Director

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

2. The Personnel Director shall cause the proceedings to be recorded by any method he finds to be appropriate. Any person may purchase all or part of the record provided the request therefor is made within ninety (90) days of the date of service of the final decision of the employee, the Department Head or the Personnel Director shall have a right to purchase a transcript of a hearing held in closed session. A request for the record shall be accompanied by payment of the estimated cost thereof as determined by the Personnel Director, and the person making the request shall be obligated to pay the full cost prior to delivery of the transcript.
3. 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.
4. 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.
5. The hearing board may affirm or revoke the action taken by the Department Head or may modify such action to a less severe punishment. The hearing board may order the employee returned to his/her position either as of the date of the punitive action by the Department Head or as of such later date as the hearing board may specify. If the hearing board shall revoke or modify the order of the Department Head, the appealing employee shall be granted forthwith all rights and privileges pertaining to County service in accordance with the order of the hearing board. (Ord. CS 557 § 41, 1994; prior code § 2-250).

L) 3.28.120 Petition to set aside resignation

In the event a person claims his resignation was given by reason of mistake, fraud, duress, undue influence, or that for any other reason it was not his/her free and voluntary act, he/she may submit a written petition to the Personnel Director to set aside his/her resignation and such petition shall be treated in the same manner as an appeal from an order for discharge; provided, however, that no such petition shall be considered by the Hearing Board unless it is filed with the Personnel Director within thirty (30) days after (A) the last date upon which services to the County are rendered; or (B) the date the resignation is tendered to the appointing power, whichever is later. (Prior code § 2-252).

M) Binding Arbitration by an Outside Arbitrator in Lieu of Section 3.28.060

Hearing Board and Hearing Officers of the Stanislaus County Discipline Ordinance:

1. 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 Stanislaus County Code Section 3.28.060, Hearing Board and hearing officers 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 Chapter 3.28.060 of the Stanislaus 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.

2. Submission of the Disciplinary Appeal to Binding Arbitration

a) 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/she shall serve upon the employee an order in writing stating (A) the nature of the disciplinary action, (B) the effective date of the action, (C) the causes therefore, (D) the specific acts or omissions upon which the causes are based, stated in ordinary and concise language, and (E) the right of the employee to appeal. The employee acted against may, within seven (7) days of service of the order, appeal the action of the Department Head. If the employee fails to appeal within the time specified, or subsequently withdraws his/her appeal; the punitive action taken by the Department Head shall be final.

An appeal shall be in writing, shall be filed with the Director of Personnel 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- (7) calendar day period, and the request for binding arbitration not be submitted to the Director of Personnel within the fourteen (14) calendar day period, the matter will be scheduled and heard by the discipline appeals board.

- b) Selection of Arbitrator - If the recognized employee organization 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 and Mediation Service for a list of five (5) qualified Arbitrators. The Arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one (1) name remains, and that person shall serve as Arbitrator.

The Director of Personnel shall forthwith transmit the order and appeal to the Arbitrator for hearing. The Arbitrator shall, within a reasonable time of the filing of the appeal, commence the hearing thereof, and the Director of Personnel shall notify the interested parties of the time and place of hearing at least five (5) days in advance thereof.

- c) 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.
- d) 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 Stanislaus County Code Section 3.28.110, subsection A, Hearing Procedure. All other costs such as, but not limited to, attorney's fees shall be borne by the party incurring that cost. If both parties agree to the use of a court reporter other than for discharges, or the Arbitrator requires the use of a court reporter, the cost of the court reporter shall be shared equally.
- e) Duty of Arbitrator - The duties of the Arbitrator shall be those of the hearing board as referred to throughout the Stanislaus County Code, including, but not limited to, Sections 3.28.070 Hearing rules' and 3.28.110 Hearing Procedure.
- f) Arbitrator's Decision Due - Unless the parties agree otherwise, the Arbitrator shall render the decision in writing within thirty (30) days following the close of the hearing. A copy of the written decision shall contain findings of fact which may be stated in the language of the pleadings or be referenced thereto. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

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

## 17. GRIEVANCE PROCEDURE

### Procedure for Settling Grievances

- A) Intent: It is the intent of this provision of the Memorandum of Understanding to provide orderly and equitable procedures for the presentation and resolution of misunderstandings and disputes between the County and its employees. It is further intended that the exercises of these rights in good faith be available to all County employees, (except as herein provided) without fear of reprisal or coercion.
- B) Definitions:
1. Grievance - A grievance is defined as an employee initiated allegation that a term or condition of employment established by State law, County ordinance, resolution, Memorandum of Understanding or written departmental policy is being violated provided, however, that such term or condition of employment is not subject to the discretion of the County or is not a subject outside of the scope of representation as defined in Section 3500 et set of the Government Code or the County's Employee Relations Ordinance. This grievance procedure shall not apply to matters within the scope of applicable Federal or State grievance procedures.
  2. Complaint - 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 Executive Officer.
- C) Exclusion of Disciplinary Appeals and Equal Employment Opportunity Grievances: Appeals from disciplinary actions or grievances alleging violation of the County's policies of equal employment opportunity or affirmative action or involving allegations of employment discrimination will be handled pursuant to the County's Equal Employment Opportunity Grievance Procedure.
- D) Representation: In presenting and resolving grievances, employees may represent themselves on County time or may designate a representative of their own choosing. Costs associated with such representation, if any, will be borne by the employee.
- E) Time Limits: The time limits herein specified may be extended to a definite date by mutual consent of the parties. Failure to meet time limits by the employee

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

F) Grievance Procedure Steps:

1. Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. The employee should advise his/her immediate supervisors 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.
2. 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 Chief Executive Officer. Such a written grievance, signed by the employee shall set forth the facts at issue, the relief sought and the time of occurrence of an alleged incident or violations precipitating the grievance. The supervisor shall thereafter further investigate and consider the grievance and deliver written decision to the employee within seven (7) working days after receiving the grievance.
3. Department Head Review - If the grievance is not resolved by the written decision of the supervisor, the employee may request in writing within seven (7) working days after delivery of prior written decision that the grievance be reviewed by the Department Head. If such a request is received, the Department Head or his/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.
4. Advisory Opinion of Chief Executive Officer - At any point in this procedure after filing a written grievance or complaint, the Chief Executive Officer may offer, or either party may request, the non-binding advisory opinion verbally or in writing of the Chief Executive Officer concerning resolution of the grievance or complaint.
5. Grievance Appeal - If the employee wishes to appeal the Department Head's decision, he may do so, in writing to the Chief Executive Officer within seven (7) working days after receipt of the Department Head's decision. The Chief Executive Officer shall thereafter conduct an informal hearing, and any other meetings or investigations as are appropriate in his judgment. Upon the request of either party or motion of the Chief Executive

Officer, such hearing and other investigations shall be conducted by a designee(s) selected by the Chief Executive Officer with the consent of the parties. The written decision of the Chief Executive Officer shall be delivered to the employee within fifteen (15) working days after receipt of the appeal. The decision of the Chief Executive Officer shall be the final step in the County's procedure for settling grievances except in the case of an elected Department Head, the decision of the Chief Executive Officer may be appealed by the Department Head to the Board of Supervisors within seven (7) working days after receipt of the decision.

**18. BINDING ARBITRATION**

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.

A) Definitions:

1. Grievance - A grievance is defined as an employee initiated allegation that a term or condition of employment established by State Law, County Ordinance, Resolution, Memorandum of Understanding, or Written Departmental Policy is being violated provided, however, that such term or condition of employment is not subject to the discretion of the County or is not a subject outside of the scope of representation as defined in Section 3500 et. seq. of the Government Code or the County's Employee Relations Ordinance. This grievance procedure shall not apply to matters within the scope of applicable Federal or State grievance procedures.
2. Complaints - A complaint is defined as an employee-initiated allegation or dispute concerning terms and conditions of employment which are not grievances as defined above. Complaints shall be handled as herein provided except that a complaint may not be appealed to the Chief Executive Officer or to arbitration.
3. 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.

4. Representation - In presenting and resolving grievances, employees may represent themselves on County time, within reason, or may designate a representative of their own choosing. Costs associated with such representation, if any, will be borne by the employee.
5. 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.

B) Grievance Procedure Steps:

1. Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. The employee should advise his/her immediate supervisor that a grievance is present and explain it to the immediate supervisor no later than fifteen (15) working days after he/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.
2. 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.
3. Department Head Review - If the grievance is not resolved by the written decision of the supervisor, the employee may request in writing within seven (7) working days after delivery of prior written decision that the grievance be reviewed by the Department Head. If such a request is received, the Department Head or his/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.
4. Advisory Opinion of Director of Personnel - At any point in this procedure after filing a written grievance or complaint, the Director of Personnel may offer, or either party may request, the non-binding advisory opinion verbally

or in writing to the Director of Personnel concerning resolution of the grievance or complaint.

C) 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 (10) working days after receipt of the Department Head's decision. The employee may elect to submit the grievance for final decision to the Chief Executive 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 Executive 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 (1) of the two (2) 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.

D) Submission of the Grievance Appeal to the Chief Executive Officer

If the employee wishes to appeal the Department Head's decision to the Chief Executive Officer, in lieu of Binding Arbitration, the employee shall do so in writing to the Director of Personnel specifically stating this option, within ten (10) working days after receipt of the Department Head's decision. The Chief Executive Officer or his/her designee shall thereafter conduct an informal hearing, and any other meetings or investigations as are appropriate in his/her judgment. The written decision of the Chief Executive Officer or his/her designee shall be delivered to the employee within fifteen (15) working days after receipt of the appeal. The decision of the Chief Executive 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 Executive Officer from utilizing the advisory opinion of the Director of Personnel.

E) 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 Executive 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 (10) 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.

F) 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's 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 and Mediation Service for a list of five (5) qualified Arbitrators. The Arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one (1) name remains, and that person shall serve as Arbitrator.

G) 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.

H) Arbitration Expenses Shares

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.

I) 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.

J) 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 fifteen (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.

K) Arbitrator's Decision Due

Unless the parties agree otherwise, the Arbitrator shall render the decision in writing within thirty (30) days following the close of the hearing 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.

L) 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.

**19. REDUCTION-IN-FORCE POLICY**

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

California Nurses Association (CNA)  
Stanislaus County Deputy Probation Officers Association (SCDPOA)  
Service Employees International Union Local 521 (SEIU)  
Stanislaus County Employees Association AFSCME/Local 10 (AFSCME)  
Stanislaus County Probation Corrections Officers' Association (SCPCOA)

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

**REDUCTION-IN-FORCE**

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

**Alternatives to Layoffs**

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

**ORDER OF SEPARATION**

Employees in the same classification and department shall be separated considering type of appointment and total continuous seniority with the least senior employee in any

category of appointment being the first separated and with tied seniority scores broken as provided herein.

The sequence of separation by appointment types shall be:

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

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

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

#### **REDUCTION-IN-FORCE SENIORITY PROCEDURE**

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

#### **Continuous Service Defined**

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

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

## **SENIORITY CALCULATIONS**

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

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

### 1. Calculation of Seniority for Full-Time Regular Employees

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

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

### 2. Calculation of Classification Seniority

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

### 3. Calculation of Department Seniority

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

### 4. Extra Help Service Calculation

In the event of a tie extra-help hours during continuous service will be included in the total Seniority calculation. Extra-help hours served on or after January 1, 1999, will be counted on an hour-for-hour basis with eight (8) hours as the equivalent of

one (1) workday of service. Extra-help hours served prior to January 1, 1999, are not available in the existing payroll system and will be calculated at 2.86 hours a day per seven (7) calendar days of service (equivalent of 20 hours).

5. Lottery

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

**WRITTEN NOTICE**

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

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

**DEMOTION IN LIEU OF LAYOFF**

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

### **TRANSFER IN LIEU OF LAYOFF - VACANCY**

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

### **TRANSFER ACROSS DEPARTMENT LINES – FILLED POSITIONS**

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

### **RE-EMPLOYMENT**

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

Re-employment lists shall be in inverse order of lay-off with the most senior employee from amongst those laid-off rehired first. Such re-employment would be at the same salary step, or the salary range assigned such classification and with the same seniority as the employee had earned at the time of layoff. Benefits paid out at the time of separation such as vacation or sick leave may be bought back at employee expense. Written notice of the re-employment opportunity shall be sent by certified mail to the last known-address of the former employee by the Department Head or designee. The former employee shall have fourteen (14) calendar days to respond to the notice.

## **ADMINISTRATIVE DECISIONS**

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

## **SPECIAL CIRCUMSTANCES**

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

## **APPEALS**

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

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

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

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

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

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

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

#### **SICK LEAVE CASH OUT PROVISIONS**

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

#### **UNREPRESENTED COUNTY EMPLOYEES**

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

#### **20. IRS CODE SECTIONS**

Effective the start of the first pay period in March 1991, the County implemented the mandatory premium conversion plan under Section 125 of the Internal Revenue Code.

#### **21. FUTURE MEET AND CONFER TOPICS**

The parties agree during the term of the 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:

- A) Juvenile Detention Facilities Policy and Procedures
- B) Work Schedules. Upon the request of the Union or the Probation Department, the parties shall meet no later than 60 days to begin the meet and confer process.
- C) Modifications to the 2024 “Letter of Agreement Between County of Stanislaus, Stanislaus County Probation, Correction Officers’ Association and Stanislaus County Deputy Probation Officers’ Association Re: Qualified Deputy Probation Officers and Supervising Probation Officers Working Limited Overtime Hours in the Juvenile Hall and Juvenile Commitment Facility.” This meet and confer will include the Probation Department Administration, Deputy Probation Officers Association and Probation Correction Officers Association.
- D) Section 4.M Time Bank. Upon request of the Union or the Probation Department, the parties shall meet no later than 60 days to begin the meet and confer process.
- E) Mandated scheduling policies and procedures. Upon the request of the Union or the Probation Department, the parties shall meet no later than 60 days to begin the meet and confer process.

**22. JOINT DISCUSSIONS CONCERNING POLICY REVISIONS**

The Union agrees to meet and confer over revisions to the Personnel Policies. Should additional items be considered by the County which impact employee wages, hours and other terms and conditions of employment, the Union shall be notified of those additional items prior to the joint discussions. These discussions will occur jointly with other employee organizations as practical.

**23. 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 regulation, such provision shall be suspended and superseded by such applicable laws, ruling or regulations and 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.

**24. FULL UNDERSTANDING**

It is the understanding by the parties that these provisions fully set forth the agreement of the parties in matters of wages, hours and terms and conditions of employment as herein specified. The parties agree that these understandings may be amended by subsequent negotiations between the parties as a result of meeting and conferring.