

MEMORANDUM OF UNDERSTANDING
Between
Stanislaus County
and
The Stanislaus Sheriff's Management Association

Cover Page Notice

Stanislaus County is currently in negotiations with this bargaining unit. The Memorandum of Understanding (MOU) will be updated and posted once the parties have reached a final agreement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF STANISLAUS AND
THE STANISLAUS SHERIFF'S MANAGEMENT ASSOCIATION**

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

Pursuant to the Employee relations Ordinance of the County and Section 3500 et seq. of the Government Code, the duly authorized representatives of the County and the SSMA, having met and conferred in good faith concerning the issues of wages, hours and terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE COUNTY:



Vito Chiesa, Chairman
Board of Supervisors



Jody Hayes, Chief Executive Officer



Tamara Thomas, Human Relations Director
Chief Executive Office



Micky T LaBarbera (Nov 16, 2021 09:38 PST)

Micky LaBarbera, Undersheriff
Sheriff's Office



Keira Vink (Nov 16, 2021 10:17 PST)

Keira Vink, Senior Management Consultant
Chief Executive Office



Jennifer Jacquez (Nov 16, 2021 09:56 PST)

Jennifer Jacquez, Management Consultant
Chief Executive Office



Iris Garcia (Nov 15, 2021 08:29 PST)

Iris Garcia, Human Resources Manager
Sheriff's Office

SCSMA:



Paul Konsdorf (Nov 10, 2021 11:17 PST)

Paul Konsdorf, Labor Representative
Goyette and Associates



Fidel M Landeros (Nov 12, 2021 11:42 PST)

Fidel Landeros, President
Lieutenant-Sheriff



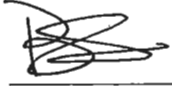
Joshua Clayton (Nov 12, 2021 11:48 PST)

Joshua Clayton, Member
Lieutenant-Sheriff



Lloyd MacKinnon (Nov 14, 2021 13:09 PST)

Lloyd MacKinnon, Member
Lieutenant-Sheriff



Brooke Freeman, Business Manager
Sheriff's Office

DATE SIGNED 11/22/2021

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1. EMPLOYEES COVERED

This agreement covers the wages, hours, terms and conditions of employment for the term of the agreement for those employees in the classification of Lieutenant and Custodial Lieutenant.

2. TERM OF THE AGREEMENT

The agreement shall remain in full force and effect for a thirty six (36) month period commencing on July 1, 2021 and ending at midnight on June 30, 2024. The parties may agree to extend the term of this agreement while meeting and conferring is in progress over renewal of the agreement. Unless otherwise agreed to by parties all changes are effective upon ratification of the union and approval by the Board of Supervisors.

3. NO STRIKE

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

4. NON-DISCRIMINATION/FAIR REPRESENTATION

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

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

Nothing in this section shall give rise to a separate grievance outside of the EEO grievance process.

5. SAFETY PROGRAM SUPPORT

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

6. COUNTY RIGHTS

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

7. COMPENSATION

A. Salary

1. Salary Increase

Effective the first full pay period after Association ratification and BOS approval on the regular agenda the employees shall receive a base salary increase of three percent (3.0%).

Effective the beginning of the first full pay period following May 1, 2022, the employees shall receive a base salary increase of three percent (3.0%).

Effective the beginning of the first full pay period following July 1, 2023, the employees shall receive a base salary increase of three percent (3.0%).

2. **Custodial Lieutenant Salary:**

Effective the beginning of the first full pay period after Association ratification and Board of Supervisors (BOS) approval on the regular agenda but no sooner than following July 1, 2017, the Custodial Lieutenant classification will receive a two percent (2%) salary adjustment towards parity with the Lieutenants classification.

Effective the beginning of the first full pay period following July 1, 2018, the Custodial Lieutenant classification will receive a two percent (2%) salary adjustment towards parity with the Lieutenants classification.

Effective the beginning of the first full pay period following July 1, 2019, the Custodial Lieutenant classification will receive a two percent (2%) salary adjustment towards parity with the Lieutenants classification.

3. Command Duty Officer Pay:

Any member of this bargaining unit who is assigned as the Command Duty Officer (CDO) shall be available and accessible during the operational period.

A member is deemed available and accessible when:

- a) They can respond by telephone within 15 minutes.
- b) They can leave their residence within 30 minutes and respond when necessary in a reasonable time.
- c) There is no impairment from alcohol and/or medications.

Members of this bargaining unit shall be compensated \$300.00 for each seven (7) day period of the assignment. If the assignment is for less than a full seven (7) day period CDO pay shall be paid on a per diem basis.

The CDO assignment must be authorized by the Captain or designee prior to the assignment.

B. COVID Recovery One-Time Payment

In recognition of current full-time County employees only who reported to work either in person or through teleworking during the period of April 1, 2020 through June 30, 2021, and if the employee remains employed with the County at the time of the issuance of the payment; the County will confer a one-time payment to eligible employees the first full pay period in September 2021. The following criteria shall be required in determining eligibility and calculating of the one-time payment:

- Employee must be a full-time employee.
- Employee's years of full-time service as of June 30, 2021 shall be used to determine years of service.
- Number of months between April 1, 2020 through June 30, 2021 a full-time employee reported to work either in person or through teleworking.
- Employees who were on a leave of absence, approved time off, and/or did not report to work during an entire month shall not be eligible to receive payment for that month.

- Employees who reported to work either in person or through teleworking at least one day in a month shall be eligible for a payment for that month.
- Employees who have left or leave County service prior to the issuance of the payment shall not be eligible to receive the payment.
- Employee’s payment shall be calculated by Department payroll staff based on information contained in personnel records. Payment calculation will not be subject to the MOU grievance process. However, if an employee believes the payment they received to be incorrectly calculated, the County will review the matter with the employee and labor organization.
- One-Time Payment is subject to applicable State and Federal tax or other required deductions.
- One-Time Payment shall not be included as pensionable wages for the purposes of retirement.

COVID Recovery One-Time Payment					
Years of Service as of June 30, 2021	0-4	5-9	10-14	15-19	20+
Per Month Payment (for the period worked during April 1, 2020 to June 30, 2021)	\$50	\$75	\$100	\$125	\$150
Maximum Payment	\$750	\$1,125	\$1,500	\$1,875	\$2,250

C. Pay for Performance Process

The Pay for Performance process for bargaining unit members will be consistent with the guidelines approved by the Board of Supervisors on June 22, 2010.

The current agreement provides for a process for employees to receive up to two-and-one-half percent (2.5%) in bonus compensation each year based on an annual performance evaluation. The parties have agreed to suspend this benefit starting July 1, 2009 and continuing during the term of the agreement ending on June 30, 2020, consistent with current recommendations for other County management employees. The parties have also agreed to reinstate this performance based bonus program if this benefit is reinstated during the term of the agreement for unrepresented County management employees. During the term of the contract the parties agree to meet and discuss at the request of either party.

D. Salary on Promotion

The County shall continue to guarantee a five percent (5%) minimum salary increase on promotion in accordance with the existing County Code provisions.

E. Overtime

Lieutenants are designated as “exempt” from the overtime requirements of the FLSA. Lieutenants may be asked to perform duties outside regularly scheduled duty hours, without additional compensation as part of their job requirements. The County has the right to require employees covered by this Memorandum to work outside regular duty hours as necessary.

F. Certificate Pay

1. Advanced POST Certificate

Effective the beginning of the first full pay period following January 1, 2017, those individuals possessing an Advanced POST Certificate will receive a premium of ten percent (10.0%) of actual base salary.

Advanced POST Certificate pay is non-cumulative and cannot be combined with Custodial Level II STC Certification pay.

2. Custodial Level II STC Certificate

Effective the beginning of the first full pay period following January 1, 2017, those individuals possessing a Custodial Level II STC Certificate will receive a premium of ten percent (10.0%) of actual base salary.

Custodial Level II STC Certificate pay is non-cumulative and cannot be combined with Advanced POST Certificate pay.

3. Post Supervisor and Manager Certificate

Effective the beginning of the first full pay period following BOS approval, the County agrees those individuals possessing a POST Supervisor Certificate or a POST Management Certificate shall receive an additional premium of one and one-half percent (1.5%) of actual base salary. The certificate pay for POST Supervisor Certificate and POST Management Certificate cannot be combined. If members have both certificates, they are eligible for one and one-half percent (1.5%) certificate pay under Article 7 F (3).

G. Retirement

1. 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 (50) calculated on the single highest twelve (12) consecutive months.

2. 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.
3. 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 (2.75% at age 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 consecutive months.
4. Employees who are rehired/reinstated with the County after the implementation of Tier Two 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 their individual retirement contributions on deposit since their prior period of County service or they have elected and completed 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.
5. Employees who are members of the Stanislaus County Employee’s Retirement Association who have thirty (30) years of County service will cease to make employee contributions into the retirement system.
6. Management employees shall, upon approval, be limited in their vacation cash out, or conversion to deferred compensation, to an amount which will not exceed the amount of vacation time earned in a calendar year period. The amount of vacation that can be earned in any given year period will include Special Vacation Time defined in Stanislaus County Ordinance Section 3.36.020(D) will include all holiday time that converts to vacation time; this vacation time, if cashed out or converted to deferred compensation, other than the lump sum final payoff upon termination, shall, consistent with the Ventura decision, be included with the calculation of final compensation for retirement purposes, consistent with the employee’s applicable retirement tier; and, consistent with the application of the recent California Supreme Court decision in the Ventura case, “Old Holiday” time that continues to be on employee accrual balances, shall not be included as part of the final compensation for

retirement purposes if cashed out according to current policy.

H. Special Assignment Pay Provisions

Members of the bargaining unit shall be eligible for additional compensation as provided herein. The additional compensation shall continue based on the results of annual reappointments made by the Sheriff.

1. Special Pay Assignments

- Assignments receiving special pay shall be made or renewed at the pleasure of the Sheriff. These decisions shall not be subject to the grievance procedure.
- Assignments may be set for a period of one (1) year, and are removable by the Sheriff only, without appeal for non-renewal.
- Anniversary date of the assignment is the date the employee was assigned to the current special pay assignment.

2. Removal/Transfer from Special Pay Assignments

- Removal or a standard transfer at the conclusion of the term is not subject to appeal.
- Involuntary removal from special pay assignments during the term of the assignment or removal for disciplinary reasons is subject to appeal and may be appealed under the applicable procedures set forth in the Memorandum of Understanding or under the procedures in the Public Safety Officers Procedural Bill of Rights Act (POBR).
- Removal from special pay assignments for business or operational reasons during the term of the assignment is not subject to appeal.
- In all cases, upon the request of the employee, a meeting may be scheduled with the Sheriff to review the facts regarding non-renewal of appointments.
- Voluntary removal by the employee is not precluded.

3. Temporary Assignments

- Temporary assignments for business or operational reasons are subject to the special pay provision. The term of these assignments is up to ninety (90) days.
- Temporary training assignments for less than ninety (90) days are not subject to special pay.
- Temporary assignments of experienced personnel for less than standard assignment periods are permitted and shall be subject to special pay.

4. Additional compensation in the amount of two-and-one-half percent (2.5%) of base pay shall be paid for the following assignments: Air

Support Unit, Bomb Team, Canine Unit, Detective Unit, Dive Squad, POSSE, SWAT, Hostage Negotiation Team, Classification Unit, and Major Accident Investigation Team.

5. Additional compensation in the amount of five percent (5%) of base pay shall be paid for the assignment of Chief of Police. In the event the Sheriff assigns a Lieutenant to the position of Chief for more than one city, the employee shall be paid an additional five percent (5%) of base pay for each and every police department he or she is assigned as Chief.
6. Additional compensation in the amount of two-and-one-half percent (2.5%) shall be paid for Lieutenants assigned to manage the Field Training Officer (FTO) program (no more than one Lieutenant and one Custodial Lieutenant), effective the first full pay period following Board approval on April 22, 2008.
7. The additional compensation as described herein may be earned by one (1) incumbent for as many special pay assignments as the Sheriff assigns and approves.
8. Such assignment pay shall not be paid: (a) during periods of absences for disability leaves (including, without limitation, 4850 leave); (b) unpaid leaves of absence; or (c) any time during which the employee is unable to perform the assignment for a full pay period.

I. Fitness Incentives

The Parties agree to pursue implementation of a physical fitness program and agree to meet and discuss implementation of that program consistent with the terms set forth below no later than December 31, 2021.

A. Category 1 (POST Standards): A fitness incentive of five hundred (\$500) once annually will be provided to bargaining unit members who complete the then-current POST-developed Work Sample Test Battery (WSTB). The WSTB contains a valid sample of physically demanding work tasks performed by California patrol officers. The tasks currently required to be performed are as follows:

- Run a 99-yard obstacle course consisting of several sharp turns, several curb- height obstacles, and a 34-inch-high obstacle that must be vaulted; and
- Lift or drag 165-pound lifelike dummy 32 feet; and
- Run 5 yards to a 6-foot chain link fence, climb over fence, continue running another 25 yards; and
- Run 5 yards to a 6-foot solid fence, climb over, continue running another 25 yards; and,
- Run 500 yards.

At the time of the testing and completion of the required tasks a minimum score of 384 must be obtained to demonstrate sufficient physical ability to be eligible for the Category 1 fitness incentive. The standards of scoring are set by POST. The score for each member can be determined in one of two ways:

1. By manually converting times to points, using conversion tables on pages 15-19 of the Work Sample Test Battery Proctor Manual, then summing up points for all five events to determine the student's total score; or,
2. By inputting the times into a POST-provided Excel spreadsheet. The Excel spreadsheet will automatically calculate each student's score.

B. Category 2a (CERT Standards) -Adult Detention: An additional fitness incentive of \$1,000 once annually will be given to bargaining unit members who complete the then-current Sheriff's Office CERT Team testing qualifications. This test currently requires performance of all of the following:

- Repetition Maximum Deadlift (MDL) (minimum of 200 pounds) with the same weight (3 continuous repetitions of 200 pounds minimum). The heaviest weight successfully lifted three times is the raw score recorded; and
- Standing Power Throw (SPT) (minimum of 26 feet) Face away from the start line, grasp the 10lb medicine ball with both hands at hip level and stand with both heels at the start line. Grasp the ball firmly and as far around the sides of the ball as possible. Towels or rags will be provided to remove excess moisture/debris from the medicine ball; and
- Hand-release push-up (HRP) (minimum of 30 within 2 minutes) The employee will assume the prone position facing the start line with hands flat on the ground and index fingers inside the outer edges of the shoulders. The chest and front of the hips and thighs will be on the ground. Toes will touch the ground with feet together or up to a boot's width apart. The ankles will be flexed. The head does not have to be on the ground. Hands will be placed flat on the ground with the index fingers inside the outer edges of the shoulders. Feet will remain generally together, no more than a boot's width apart, throughout the HRP; and
- Sprint-Drag-Carry (SDC) (2:10 or less) Sprint 25m; touch the 25m line with foot and hand; turn and sprint back to the start line. Drag: Will be positioned and resting on the 90lb sled behind the start line; pull the sled backwards until the entire sled crosses the 25m line; turn the sled around and pull back until the entire sled crosses the start line. Lateral: The employee will perform a lateral for 25m, touch the 25m turn line with foot and hand, and perform the lateral back to the start line. Employee will grasp the handles of the two 40lb kettlebells and run to the 25m turn line; step on or over the 25m turn line with one foot; turn and run back to the

start line. Sprint 25m; touch the 25m line with foot and hand; turn and sprint back to the start line; and

- Leg Tuck (LTK) (5 or more) The employee will flex at the elbows, knees, hips, and waist to lift the knees. Flexing the elbows assists with this movement. The right and left knees or thighs must touch the right and left elbows, respectively; and
- 2 Mile Run (2MR) (18 minutes or less).

All categories of the CERT test must be successfully completed in order to receive the incentive pay. The scoring standards are set by the Sheriff's Office.

C. Category 2b (SWAT Standards)-Operations/Contract City: An additional fitness incentive of \$1,000 once annually will be given to bargaining unit members who complete the then-current Sheriff's Office SWAT Team testing qualifications. This test currently requires performance of all of the following:

- 2 weighted pull-ups (35lb weight on their back and chin must go over bar with arms locking out each time); and
- 40-yard sprint in 8 seconds or less; and
- 800-meter run with 10 up downs and 10-yard body drag (165 lbs.) and 10 zig zags between cones. This is to be completed in 4 min 30 sec.

Modifications to Category 1 and Category 2a/b testing standards is at the Department's discretion.

No employee shall receive more than one fitness incentive per category (for a total of one thousand (\$1,000)) under this fitness incentive program in a single calendar year. For example, if an employee passes the Category 2 (a or b) test, they will receive a one thousand (\$1,000) fitness incentive. If an employee first passed the Category 1 test, they will receive five hundred (\$500). If they pass the Category 2 (a or b) test in the same year, they will receive another five hundred (\$500), for a total of one thousand (\$1,000) in the calendar year.

All Sheriff's Office Lieutenants may take the Category 1 test. If completing the Category 2 test, Lieutenants shall complete their respective version based on assignment (Category 2a-Adult Detention or Category 2b- Operations/Contract City).

Testing standards for Category 1 will follow POST WTBS standards as those standards are modified. Testing standards for Category 2a will follow the Sheriff's Office CERT team testing standards as those standards are modified. Testing standards for Category 2b will follow the Sheriff's Office SWAT team testing standards as those standards are modified. Parties acknowledge that

training for the physical fitness incentive should be completed on off-duty time.

8. HOLIDAY/VACATION TIME PROVISIONS

A. County Holiday Policy

1. The County recognizes the following holidays, which are valued at eight (8) hours each unless otherwise noted.

New Year's Day, January 1st
The third Monday in January, Martin Luther King Day
The third Monday in February, Washington's Birthday
The last Monday in May, Memorial Day
Independence Day, July 4th
First Monday in September, Labor Day
Veterans Day, November 11th
Thanksgiving Day
The day after Thanksgiving Day
Christmas Eve, December 24th (as described below)
Christmas Day, December 25th

Christmas Eve is only considered a holiday of eight (8) hours when Christmas Eve falls during an employee's regular work schedule. Employees who work Monday through Friday, will be provided eight (8) hours of holiday time when Christmas Eve falls on a Monday through Friday. Employees who regularly work on a Saturday or a Sunday will be provided eight (8) hours of holiday time when Christmas Eve falls on their regularly scheduled workday (example: Tuesday through Saturday schedule and Christmas Eve falls on a Saturday).

2. Employees on a 5-2 (Saturday and Sunday off) work schedule do not receive holiday time when Christmas Eve falls on a Saturday or Sunday. Employees required to work full shifts on Christmas Eve, including Saturday or Sunday, shall be credited with eight (8) hours of vacation time.
3. Only the immediate days of mourning or holiday declared by the President and Governor shall be County holidays in addition to the specific list of holidays above.
4. If January 1st, July 4th, November 11th, or December 25th occurs on a Sunday, the following Monday shall be observed as the holiday for employees assigned to a 5-2 (Saturday and Sunday off) work schedule.
5. If January 1st, July 4th, or November 11th occurs on a Saturday, the preceding Friday shall be observed as the holiday for employees assigned to a 5-2 (Saturday and Sunday off) work schedule.

6. Employees who are required to work as determined by their work schedule on a recognized holiday as listed above in Section 8-A-1 shall be credited with equivalent vacation time up to the maximum value of the individual holiday.
7. When a recognized holiday falls on the employee's regularly scheduled day off and the employee is not required to work, the employee shall be credited with vacation time up to the maximum value of the individual holiday.
8. Employees shall be considered "working the holiday" based upon the start date of their shift.

B. Combining Optional Holiday Time with Vacation

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

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

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

C. Vacation Credit for Holidays

1. Exceptions to when equivalent vacation time is credited are as follows:
 - a. New hires or employees who return from leave of absence shall receive vacation credit for a holiday if the first day worked is on or before the holiday.
 - b. Terminated or discharged employees, or those beginning an unpaid leave of absence, shall receive vacation credit for a holiday if the last day for which pay is received falls after the holiday, or if the last day worked falls on the holiday.
 - c. Employees on disciplinary suspension without pay shall not receive vacation credit for a holiday occurring during the period without pay.
 - d. Employees taking time off without pay shall not receive vacation

credit for the holiday if they are on an unpaid status during the major portion of the pay period.

2. Employees who are required to attend training on a holiday shall receive equivalent vacation time credit on an hour for hour basis.

D. Vacation Accumulation Maximum

Vacation time in the amount not to exceed a maximum of 800 hours plus one calendar year accruals shall be carried over on employee accrual balances from year to year.

The parties agree that employees who have reached the maximum vacation accumulation 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 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, who are nearing the vacation accumulation maximum of eight hundred (800) hours, or their general or special limit pursuant to County ordinance 3.36.010 (12/23/95), shall receive notification from the department. Employees are encouraged to request vacation upon receiving this notice pursuant to department procedures.

Failure by the employee to make a good faith effort to request vacation in accordance with departmental procedures will result in vacation accrual stoppage at 800 hours plus one calendar year accruals.

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.

E. Limited Cash Conversion

The parties agree that employees may request conversion into cash payments not more frequently than twice in any twelve (12) month period. The cash out payment is limited to budget constraints. For retirement purposes see section 7-F.

F. Vacation Accumulation Rate

The parties agree that consistent with the County Code the following vacation

accumulation rates are in effect during the term of the agreement:

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

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

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

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

In addition, employees shall earn thirty-two (32) hours of “special” vacation time each calendar year in lieu of optional holiday time. “Special” vacation shall be earned in addition to the regular vacation and shall be earned by prorating said amount over twenty-six (26) pay periods.

G. Management Leave

Effective January 1, 2018 Fifty-six (56) hours of management leave shall be available for management employees each calendar year. This time is intended to recognize the additional uncompensated time worked by management employees. This management leave requires department approval before it can be taken, and if not taken, cannot be carried over to the following calendar year and is not subject to cash out.

H. Time Bank

Effective January 1, 2005 every member shall contribute eight (8) hours from Management leave. January 1st of each subsequent year, every employee covered by this agreement shall contribute an equal amount of hours, or portions thereof, from vacation to create a bank of two hundred fifty (250) hours to be used for SCSMA 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 three hundred (300) hours. The time bank shall not be subject to cash out nor shall it be returned to contributing employees.

The time bank shall be used for SCSMA business and shall be approved in advance by the SCSMA president. SCSMA shall endeavor to provide reasonable and timely notice for all time bank leave requests. Requests for time bank leave shall be submitted and approved consistent with the Sheriff’s existing policy for approval of vacation time. The SCSMA recognizes that the Sheriff shall not be obligated to hire relief personnel on an overtime basis in order for a time bank leave request to be approved, nor shall previously approved leave requests of other Sheriff’s personnel be subject to cancellation so that SCSMA time bank

requests can be approved.

Furthermore, the County will contribute an additional eighty (80) hours annually. This supplementary time may only be used when it is of benefit for SCSMA and the County, as determined by the SCSMA president. Requests for time off shall be noted as County time and submitted as described above.

9. LEAVES OF ABSENCE

- A. The parties agree that the County's leave of absence policy shall remain unchanged during the life of this agreement and that leaves of absence without pay may be approved for probationary employees. Further, as a condition for a leave of absence without pay to continue, the County may require the employee on leave to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved.
- B. Unpaid leaves of absences, or other absences (other than paid vacation), greater than three weeks shall not count toward the minimum service period required to achieve permanent status.
- C. The parties further agree that the County's leave of absence policy shall change to reflect the fact that the granting of any leave of absence without pay or other time off without pay exceeding fifteen (15) calendar days shall cause the employee's date of eligibility for increased vacation accrual rates to be postponed by the equivalent number of days to the nearest number of days for which the leave of absence is granted based on the number of calendar days in such month.

10. AUTOMATIC RESIGNATION

The parties agree that an employee who is absent without authorization and without contacting his or her supervisor for three (3) consecutive working shifts, or longer, shall be presumed to have voluntarily resigned from County service, effective on the date at which the unauthorized absence began. The provisions of County Code Section 3.28.120 (Petition to Set Aside Resignation) shall apply. The parties agree that members of the unit do not waive any right to a hearing or other due process by this section or any rights under the "Peace Officer Bill of Rights."

11. MAXIMUM SUSPENSION

The parties agree that the maximum time period during which an employee may be suspended for cause pursuant to County discipline policies is forty-five (45) work days in increments of one full work week or weeks, as that term is or may be defined by FLSA, unless for a major safety infraction.

12. PROBATIONARY PERIOD

- A. Length of Probationary Period

Any newly appointed employee shall serve a maximum probationary period of eighteen (18) months total. Current employees of the Stanislaus County Sheriff's department shall serve a maximum probationary period of twelve (12) months total, which shall not be extended. Employees, who have held permanent status in the class, shall not serve a new probationary period.

B. No Charges on Probationary Terminations

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

C. Extension of Probationary Periods

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

13. REDUCTION-IN-FORCE POLICY

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

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

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

14. HEALTH CARE

A. Group Plans Available

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

B. Physical Examination

The parties agree that not more than once in a three (3) year period each employee shall be entitled to request a physical examination to be performed at Stanislaus County Health Services Agency provided such employee is at least forty (40)

years of age at the time of making the request. Such examination would be conducted by qualified Stanislaus County Health Services Agency staff members at a time mutually convenient to Stanislaus County Health Services Agency and the employee. Requests for examinations shall be made by written request to the Chief Executive Office or such other place as directed.

C. Eye Examination – ID

All members of the bargaining unit assigned to the Sheriff's Department ID Division shall be eligible each year for one (1) extra eye exam and replacement of lenses only if necessary. This exam is in addition to the exam provided by the employee's respective vision insurance plan.

15. BENEFITS

A. Life Insurance

Employees enrolled in one of the health insurance plans shall be eligible for a thirty thousand dollar (\$30,000) term life insurance policy. This benefit is available for the employee only. Additional life insurance may be purchased at employee expense through the cafeteria plan.

B. Deferred Compensation

The County will contribute into a deferred compensation plan 1.5% of base salary for employees.

C. Disability

The county provides a limited income protection plan which provides that if you are completely disabled due to illness or injury (not work-related) the County will continue paying 50% of your monthly salary for up to twelve months starting on the 30th day of disability.

The County provides long term disability insurance coverage. The plan shall be commensurate with all other management employees (bargaining unit M) benefit.

D. Professional Development

An annual amount of nine hundred dollars (\$900.00) may be used for cost reimbursement for professional association dues, books, tuition, conference fees and related travel, hotel and meal expenses for job-related or professional development related courses which the employee wishes to attend. Additionally, professional development reimbursement may be used for the purchase of computers and related hardware, software, etc.

The parties agree to broaden the definition of professional development to include

the purchase of firearms and exercise equipment as well as reimbursement for fitness membership dues only, excluding social membership, golf, etc. The intent is to use professional development reimbursement for health and fitness only.

The allowance is prorated for new hires, based on the date of hire, and prorated for any periods of unpaid leave status. Professional development allowance must be used or it expires at year-end.

E. Car Allowance

Management employees excluding Department Heads, who use their private vehicles consistently in the course of County work may be granted \$1,200 (or \$2,400) per year car allowance, in addition to mileage for both in-county and out-of-county travel, based on determination by the Department Head. This is considered taxable additional compensation and is reported to the IRS. The Chief Executive Officer shall maintain specific policy guidelines regarding the administration of this benefit

F. Dependant Care Assistance & Medical Reimbursement Program

The County shall extend to members of the bargaining unit the Dependent Care Assistance and Medical Expense Reimbursement program.

16. PAYROLL DEDUCTIONS

A. Payroll Deduction

1. If the Association decides to implement membership dues payment through payroll deduction, the Association shall submit a certification/list to the County. The Association will maintain individual employee authorizations for payroll deductions, signed by the individual, from whose salary or wages the deduction is to be made. The County shall rely upon 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 inquiries to cancel or change dues deductions to the Association.

2. Deduction notification will be provided to County_Payroll@stancounty.com. Changes, cancellations, etc. received by the County prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Association notifies the County on January 15th, 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 A above, and will forward said deductions to the Association on a twice-monthly basis, following the first two paydays of each month. 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 of the change; the change will take effect at the start of the first full period following.

B. Credit Union Deduction

The parties agree that the County shall provide a voluntary payroll deduction for the Credit Union.

17. MILEAGE REIMBURSEMENT

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

18. FUTURE MEET AND CONFER TOPICS

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

A. Binding Arbitration for Discipline

The County agrees that any changes made as a result of the meet and confer process pursuant to this section shall not result in a loss of salary, compensation or flexible benefits currently provided to SCSMA members.

The County will agree to a "me too" clause for SCSMA members in the event County managers become eligible and receive bilingual pay over the contract term.

19. PERSONAL PROPERTY DAMAGE PROCEDURE

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

20. SICK LEAVE

A. Sick Leave Accruals

Effective January 1, 2018, in accordance with County Code Section 3.40.010, regular full-time employees shall be entitled to three and seven-tenths (3.7) working hours or a proportionately equal number of sick leave pay for each bi-weekly pay period of actual hours paid.

B. Sick Leave Usage

Sick leave may be used by an employee in the case of a bona fide illness.

Sick leave may also be used by an employee in the event of a serious illness where he/she must care for a member of his/her immediate family. Sick leave used for family leave shall be governed by the California Labor Code Section 233.

Immediate family is normally defined as: parents (including adoptive, foster, step, and parents of the employee's spouse or registered domestic partner); spouse (including registered domestic partner); child (including adoptive, foster, step, and child of the employee's spouse or registered domestic partner); sibling; grandparents; and grandchildren. In accordance with County Code Section 3.40.010, this definition may be expanded to include other persons with whom the employee has enjoyed a parent or family-like relationship.

C. Sick Leave Cash Out

The parties agree that the Sick Leave Policy of the County in effect immediately prior to the commencement of this agreement shall remain in effect during the term of this

agreement, with the exception that the policy of the County concerning pay for a portion of accrued sick leave upon termination of County employment shall be amended as follows in the consideration of the salary and other fringe benefit increases in this agreement. The parties agree that employees who terminate from County service as a result of death, non-service connected disability retirement, or service retirement shall be eligible to receive cash for accrued, but unused sick leave on the books at the rate of seventy-five percent (75%) of the salary equivalent of such sick leave.

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

The maximum amount of sick leave that shall be applied toward the cash out

provisions as provided for herein shall be six hundred (600) hours. For example, if an employee retires from County service, he or she would be cashed out for seventy-five percent (75%) of six hundred (600) hours or four hundred fifty (450) hours. Time in excess of the six hundred (600) hours shall continue to accrue and be used in the case of illness.

In addition, any current employee who has accrued time in excess of six hundred (600) hours shall, upon retirement, consistent with current MOU provisions, cash out the amount of time accrued as of the pay period ending January 6, 1995 or the end of the last pay period in October, whichever time is higher. The total sick leave accrual on the date for each employee shall become the employee's individual maximum or cap for sick leave cash out purposes while the employee remains in the continuous employment of the County. For example, if the employee has one thousand (1,000) hours on the date the cash out maximum takes effect, he or she would be cashed out for seventy-five percent (75%) of one thousand (1,000) hours or seven hundred fifty (750) hours upon retirement. Any time accrued and in excess of this time shall not be subject to cash out. The County agrees that any sick leave credited toward retirement of the employee will be made in good faith.

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

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

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

The parties recognize that employees covered by this agreement participate in the DSA Medical Trust. Upon retirement, any sick leave cash out benefits shall be directed to the DSA Medical Trust. This program must continue to meet the criteria of the Auditor-Controller and Internal Revenue Codes for tax purposes. This provision has no effect on the percentage of sick leave cash out.

21. UNIFORM ALLOWANCE

Uniform allowance for calendar year 2021 shall be one thousand four hundred and twenty dollars (\$1,420.00) per year, paid monthly in twelve (12) equal payments. In exchange for this additional compensation, employees shall be responsible for the maintenance, care, purchase and replacement of uniforms.

Uniform allowance shall be increased by \$50.00 effective the first full pay period following January 1 as follows:

Pay Period Following Date	Current Amount	New Amount
January 1, 2022	\$1,420	\$1,470

January 1, 2023	\$1,470	\$1,520
January 1, 2024	\$1,520	\$1,570

Refer to Section 19, Personal Property Damage Procedure for reimbursement of personal property damaged or destroyed in the line of duty.

No uniform allowances shall be provided to employees absent from duty for three (3) or more consecutive calendar months on 4850 or other disability-related leave.

22. BODY ARMOR

The Sheriff will provide Threat Level IIA body armor to all sworn personnel in the Operations Division. All such personnel are required to wear the body armor; provided, however, the Sheriff may designate exceptions to the requirement for certain personnel. The Sheriff's designation of exceptions is not grievable or arbitrable.

23. TAKE HOME VEHICLES

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

24. RETIREE MEDICAL TRUST

The SCSMA participates in a retiree medical trust through the Central Valley Retiree Benefit Trust funded by payroll deduction(s) as contractually permitted at the option of the SCSMA. Effective the first full pay period after December 1, 2004 a non-taxable deduction of one percent (1%) of the employee's salary shall be directed to the retiree medical trust.

25. SEVERABILITY

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

26. FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

B. It is the intent of the parties that ordinances, Board resolutions, rules and regulations

enacted pursuant to this Agreement be administered and observed in good faith.

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

27. GRIEVANCE PROCEDURE

Procedure for Settling Grievances Including Binding Arbitration

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

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

F. Grievance Procedure Steps:

1. Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. The employee should advise his/her immediate supervisor that a grievance is present and explain it to the immediate supervisor no later than fifteen (15) working days after he becomes or should become aware of the issue. The immediate supervisor shall thereafter hear, and decide the matter informing the employee of the decision orally within seven (7) working days.
2. Written Grievance - If the grievance is not resolved through informal discussion, the employee may within seven (7) working days from the date of the supervisor's informal decision, submit a written grievance to said supervisor with a copy submitted to the Department Head and the Director of Personnel. Such a written grievance, signed by the employee shall set forth the facts 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 designee shall conduct such meeting(s) with the employee, informal hearings or investigations as are appropriate in his judgment and deliver to the employee a written decision within seven (7) working days after receipt of the review request.
4. Advisory Opinion of Director of Personnel - At any point in this procedure after filing a written grievance or complaint, the Director of Personnel may offer, or either party may request, the non-binding advisory opinion verbal or in writing of the Director of Personnel concerning resolution of the grievance or complaint.
5. Grievance Appeal – If the employee wishes to appeal the Department Head's decision, he/she shall do so in writing within seven working days after receipt of the Department Head's decision. The employee may elect to submit the grievance for final decision to 1) either the Chief Executive Officer or 2) the employee may request binding arbitration. Within the specified time period the employee shall specify in writing to the Director of Personnel whether the grievance should be submitted to the Chief Executive Officer or binding arbitration. The decision to utilize either procedure shall be the prerogative of the aggrieved employee(s); access to only one of the two procedures for the purpose of resolving the alleged grievance shall be given the employee(s); the option of procedure utilized shall be binding and irrevocable upon the employee; and the procedure utilized shall be limited to grievances only as defined in Section B, subsection 1 herein, excluding

all complaints.

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

If the employee wishes to appeal the Department Head's decision to the Chief Executive Officer, in lieu of binding arbitration, the employee shall do so in writing to the Director of Personnel specifically stating this option, within seven working days after receipt of the Department Head's decision. The Chief Executive Officer or his/her designee shall thereafter conduct an informal hearing, and any other meetings or investigations as are appropriate in his/her judgment. The written decision of the Chief Executive Office or his/her designee shall be delivered to the employee within fifteen working days after receipt of the appeal. The decision of the Chief Executive Officer or his/her designee shall be the final step in the County's procedure for settling grievances.

b. Submission of the Grievance Appeal to Binding Arbitration

If the employee wishes to appeal the Department Head's decision and elects to not refer the matter to the Chief Executive Officer for final resolution, the employee may elect binding arbitration by writing to the Director of Personnel within seven (7) working days after receipt of the Department Head's decision. Prior to the selection of the arbitrator and submission of the grievance for hearing by an arbitrator, the Director of Personnel shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the parties. The Director of Personnel shall have ten (10) working days in which to review and seek amicable resolution of the grievance.

1. Selection of Arbitrator

If the required steps of the grievance procedure have been exhausted and the grievance remains unresolved and is subject to arbitration, the arbitrator may be selected by mutual agreement between the Director of Personnel and the grievant or his/her representative. However, should the parties fail to mutually agree on an arbitrator they shall make a joint request of the State Conciliation Service for a list of five qualified arbitrators. The request will include arbitrator names who are current members of the California Bar Association only. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.

2. Arbitration Issues

The parties shall, within 15 working days following the informal review of the Director of Personnel, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions

to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator no later than five (5) working days prior to the arbitration hearing.

3. Arbitration Expenses Shared

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

4. Duty of Arbitrator

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

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

5. Binding Decision

The decision of the arbitrator rendered consistent with the terms of the Memorandum of Understanding, applicable State or Federal law, County ordinance, resolution, or written departmental policy shall be binding upon the employee, the employee's duly recognized employee organization and the County.

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

6. Arbitrator's Decision Due

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

7. Non-employee Organization Representation

In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the recognized employee organization, including assumption of the costs of arbitration as provided in subsection 3 herein, the recognized employee organization shall have the right to be a party to such proceeding for the sole purpose of protecting the interests of its members under the terms of the Memorandum of Understanding. The employee organization shall be bound by the decision of the arbitrator.

This provision shall apply in the event that an individual, as opposed to the SCSMA, pursues arbitration. Prior to engaging the services of an arbitrator or court reporter, the individual shall make a deposit covering each day of arbitration and certify that he or she is individually responsible for the costs of the arbitrator and court reporter, and that the County will have no responsibility to pay for the individual's share of costs as specified in the grievance and arbitration procedure. An arbitrator shall have no jurisdiction to order that the County assume responsibility for paying an individual's share of grievance and arbitration costs.

ATTACHMENTS

- A. Pay For Performance Guidelines/Procedures
- B. Reduction-In-Force Policy



STANISLAUS COUNTY

CEO-Human Resources

**Pay for Performance
Guidelines/Procedures
Effective July 1, 2010**



**PAY FOR PERFORMANCE
DEPARTMENT HEADS/MANAGERS/CONFIDENTIAL ASSISTANTS
EFFECTIVE JULY 1, 2010**

PROCESS IMPROVEMENT OVERVIEW

Based on feedback from Managers, Supervisors, and Department Heads, the County is streamlining the Pay for Performance Process (PFP) effective July 1, 2010. The County is acutely aware of the challenging fiscal constraints and staff reductions that departments are facing. With that in mind, the Pay for Performance process has been re-designed to improve turnaround time. It was developed to be efficient, yet effective, for departments to successfully complete in a timely manner. The new process no longer includes a development plan or team member evaluations. This does not, however, preclude a supervisor from gathering and utilizing informal feedback from other co-workers to gain additional perspective. If the Department chooses to utilize some method of obtaining feedback from co-workers, contact the Chief Executive Office beforehand to validate the methodology.

The new process includes two components: a self-evaluation and supervisor evaluation. The self-evaluation ratings do not count toward the overall score. The ratings are gathered to allow the employee to reflect on his/her performance. The new Pay for Performance plan does not require a development plan, however, it is anticipated that Department Heads/Managers/Confidential Assistants will be working on self-development by establishing goals to develop and enhance learning. It is essential to recognize the importance of making a contribution by adding value to the business results of the County.

The Pay for Performance evaluation program applies to Department Heads, Managers, and Confidential Assistant employees. Every employee who is a Department Head (except elected Department Heads), Manager, or Confidential Assistant is expected to participate in this evaluation process annually regardless of where the employee falls in the salary band. Appointed Department Head evaluations are performed by the appropriate Assistant Chief Executive Officer. Employees who are at the top of their band should still be focused on continuous improvement.

PAY FOR PERFORMANCE OBJECTIVE

An effective performance appraisal system is a partnership between the supervisor performing the evaluation and the staff member receiving the evaluation. One of the most important responsibilities of any supervisor is to motivate staff to accomplish assignments and develop new skills. Staff members need to understand what is expected of them, receive the necessary training and resources to do what is assigned, and receive feedback on their performance on an ongoing basis.

A performance appraisal system can contribute significantly to enhanced communication between a supervisor and the staff he/she supervises. Further, it can lead to improved morale, productivity, and the continued development of staff potential.

Performance appraisal is constantly occurring. Communication and feedback should occur on a regular basis. Supervisors should review work, adjust workloads, provide direction or instructions, and respond to questions. In turn, supervisors should relay observations about work performance to the employee. Feedback allows an employee to be aware of good performance in which case it can be continued. On the other hand, an employee made aware of performance deficiencies is provided with an opportunity to improve that performance. This feedback process culminates in the formal pay for performance evaluation to be held once a year.

Employee development comes from managers and supervisors who take the time to develop their employees. The most skilled managers and supervisors uncover and help nurture an employees potential. An effective supervisor and/or manager is a catalyst who help employees to think for themselves.

Each year department heads set strategic and operational goals for their departments for the upcoming year. In turn, Supervisors will be asking Managers and Confidential Assistants to set professional and developmental goals and expectations for the coming year.

BUSINESS AND LEADERSHIP CORE COMPETENCIES

It is clear that the demands County staff face on a daily basis is changing rapidly. Change requires us to continually stretch ourselves and adapt. The County's Leadership and Business Core Competencies have been integrated into the performance factors that form the basis of the Pay for Performance evaluation. Core competencies are the characteristics of an employee that results in effective performance on the job. It is the "how" of job performance. With diminished revenue streams and less funding for the County to operate, supervisors are increasingly relying on staff to demonstrate a greater level of skill and performance. Managers and Confidential Assistants are encouraged to identify individual competency areas for self-development. The County's continued organizational excellence depends on you--our current and future leaders.

NEW PAY FOR PERFORMANCE TOOLS

There are four new tools:

- Department Head/Manager Self-Evaluation Form
- Department Head/Manager Supervisor's Evaluation Form
- Confidential Assistant Self-Evaluation Form
- Confidential Assistant Supervisor's Evaluation Form

SELF-EVALUATION

Each employee will complete a self-evaluation. Please rate your performance for each criterion in the evaluation which includes some of the following areas: quality and quantity of work performed, customer focus, initiative, process improvement, work ethic, communication, adherence to County policies, overall achievement of business results, supporting effective teams, and employee development. There is also a section for employees supervising others that includes: develops and communicates performance expectations, monitors job performance, effectively communicates performance results, provides timely evaluations, and recognizes individual accomplishments.

The Manager/Confidential Assistant self-evaluation must be completed within two weeks. The rest of the process is contingent upon the self-evaluation being completed in a timely manner. To ensure that the entire process is completed by the end of the employee's rating period, the Manager/Confidential Assistant must submit the completed self-evaluation **no later than four weeks prior** to the end of the current rating period. The self-evaluation rating form and comments will be shared with the Supervisor before he/she completes the Supervisor Evaluation.

It will be important for the Designated Receiver to record the date he/she receives the employee's self-evaluation. This date will be used to determine whether the employee is eligible for a retroactive pay increase if the process is delayed.

The self-evaluation rating score will not be included in the overall rating; however, it provides you with a basis to compare your evaluation of your performance with that of your supervisor. It also encourages you to give serious thought to how you have performed in the past year.

Page Two of the self-evaluation provides an opportunity to provide comments in the following areas:

- **General comments**—Provide general comments about your work performance. You are not limited to commenting on areas rated on Page One. You should include additional information you would like to highlight about your performance or clarifying comments about your ratings in this section. Describe how your contributions provide value to the overall business results in your department.

- **Strengths demonstrated in past year**—Provide general comments about your important strengths. Consider any items rated as Outstanding or Top Performer.
- **Opportunities for Improvement**—List improvement opportunities to be considered for a goal during the next rating period.
- **Prior Rating Period Self-Development**—Provide general comments about the professional and developmental goals you accomplished over the past year.
- **Next Rating Period Self-Development**—Provide general comments about the professional and developmental goals you hope to accomplish in the next year.

SUPERVISOR EVALUATION

After reviewing the employee's self-evaluation, please rate the employee's performance for each criterion in the evaluation which includes some of the following areas: quality and quantity of work performed, customer focus, initiative, process improvement, work ethic, communication, adherence to County policies, overall achievement of business results, supporting effective teams, and employee development. There is also a section for employees supervising others that includes: develops and communicates performance expectations, monitors job performance, effectively communicates performance results, provides timely evaluations, and recognizes individual accomplishments. If you rate the employee as a Developmental Performer, you are required to have verbally counseled the employee on the areas you consider below standard prior to the evaluation. If you rate the employee as a Non-Performer, you are required to have counseled and documented the discussion(s) prior to the evaluation.

After you have rated the employee's performance, you will then provide comments in the following areas:

- **General comments**—Provide general comments about work performance. Your comments should include additional feedback or clarify your ratings in this section. You are not limited to commenting only on the criteria included in the work performance section. If you have comments you would like to add about other areas of work performance, it would be important to include them in this comment section.
- **Strengths demonstrated in past year**—Identifying strengths is very important to the person being evaluated. This allows the person to make a concerted effort to continue doing what they do well.
- **Opportunities for Improvement**—As an organization that is committed to continuous improvement, staff must be focused on improving performance. Input from the employee's supervisor is valuable in this process and helps guide the employee's development efforts in the coming year. Often, opportunities for improvement identified in the evaluation will help the employee to develop his/her self-development goals. It is important to remember that each employee wants to improve performance and this feedback serves as a guide. When providing comments on opportunities for improvement, be sure they are constructive in nature.
- **Performance Goals and Expectations**—Provide general comments on the goals and expectations for the employee during the next rating period. You may provide a general overview or detailed summary based on the individual needs of the position.

When you have completed your evaluation, return the form to the Designated Receiver within **two weeks** after the date you received the form. An effective performance evaluation from a supervisor should:

- Be completed on time;
- Make certain the person being evaluated is fully aware of performance standards as they apply to their positions;
- Define how each task affects the overall work of the unit and/or Department;
- Assist the employee in becoming an outstanding performer;

- Recognize exemplary performance;
- Recognize incremental performance improvements;
- Set individual goals and objectives which drive the Department goals;
- Educate the employee on the shared responsibility for performance and development; and
- Encourage the employee to be innovative in their thinking and problem solving.

EVALUATION MEETING

Performance appraisal meetings are an essential aspect of supervision. When handled effectively, they can be of assistance in helping the employee and supervisor to close the gap between what the employee's actual performance is and what the expectations are. It is important to take into consideration the employee's input on how he/she has developed professionally in the past review year and what goals he/she has planned for the coming year. This can provide a good resource in establishing goals and expectations of the employee for the coming year.

EVALUATION RATING CATEGORIES

There are five rating categories on the performance evaluation. The Supervisor is being asked to mark the rating he/she believes is appropriate based on experience over the past year with the employee being evaluated. The rating categories are defined as follows:

PERFORMANCE FACTOR	DEFINITION
5. Outstanding (Role Model)	The employee clearly demonstrates outstanding performance. This person serves as a role model and sets a standard of performance others should work to achieve.
4. Top Performer	The employee's performance is good and is above standard.
3. Standard	The employee's performance meets the expectations of the job.
2. Developmental Performer (Counseled)	The employee's performance is below standard. There is evidence the employee is working to improve performance and meet job expectations.
1. Non-Performer (On Record)	The employee's performance is below standard and there is no evidence the employee is working to improve performance. (Note: For a supervisor to use this category, counseling must be on file.)

EVALUATION SCORING

The employee's evaluation score will be based 100% on the Supervisor's score. The employee's self-evaluation will not be factored into the evaluation score. The evaluation score provides feedback to the employee on his or her level of performance and will determine the employee's salary increase if the employee is not at the top of his or her band. All employees are expected to complete an evaluation regardless of whether they are at the top of the band or not. The following point range will be used to calculate salary increases:

POINT RANGE

POINT RANGE	% SALARY INCREASE
4.00 – 5.00=	5%
3.50 – 3.99=	4%
3.00 – 3.49=	3%
2.50 – 2.99=	2%
2.00 – 2.49=	1%

TIMELINE

The new PFP Process should occur annually and should start **six weeks in advance** of the employee’s anniversary date.

TIMELINE	WHO PERFORMS	TASK	EXAMPLE
6 Weeks in advance	Designated Receiver	Sends out notice to employee to begin self-evaluation. Employee has two weeks to complete.	July 12, 2010
4 Weeks in advance	Designated Receiver	Collects self-evaluation from employee. Sends employee self-evaluation to supervisor. Supervisor has two weeks to complete	July 26, 2010
2 Weeks in advance	Supervisor	Supervisor meets with the employee to discuss evaluation.	August 9, 2010
1 Week in advance	Designated Receiver	Collects the signed evaluation from the Supervisor. Completes checklist and PAF for processing.	August 16, 2010
DUE DATE		EFFECTIVE	August 23, 2010



PAY FOR PERFORMANCE CHECKLIST

NAME OF EMPLOYEE:

POSITION:

NAME OF SUPERVISOR:

RATING PERIOD:

PAY FOR PERFORMANCE CHECKLIST			
		YES	DATE
1	Designated Receiver sent out notice to employee to begin self-evaluation.	<input type="checkbox"/>	
2	Designated Receiver received self-evaluation from employee within two weeks.	<input type="checkbox"/>	
3	Designated Receiver sent employee evaluation to Supervisor.	<input type="checkbox"/>	
4	Designated Receiver received Supervisor evaluation within two weeks.	<input type="checkbox"/>	
5	Supervisor met with the employee to discuss evaluation.	<input type="checkbox"/>	
6	Designated Receiver collected the signed evaluation from the Supervisor.	<input type="checkbox"/>	
7	Designated Receiver completes *documents and submits for processing. *Documents include the PAF, PFP Checklist, Supervisor and Employee Evaluations.	<input type="checkbox"/>	

PAY FOR PERFORMANCE—EXCEPTIONS				
		YES	NO	EXPLANATION (Please include dates)
1	Process was delayed by employee	<input type="checkbox"/>	<input type="checkbox"/>	
2	Process was delayed by department	<input type="checkbox"/>	<input type="checkbox"/>	
3	Retroactive pay for performance	<input type="checkbox"/>	<input type="checkbox"/>	

SUMMARY	
DATE PAY FOR PERFORMANCE EFFECTIVE	
PAY FOR PERFORMANCE % RATE INCREASE	

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

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

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

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

REDUCTION-IN-FORCE

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

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

ORDER OF SEPARATION

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

The sequence of appointment types shall be:

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

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

REDUCTION-IN-FORCE PROCEDURES

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

Continuous Service Defined

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

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

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

SENIORITY CALCULATIONS:

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

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

1. Calculation of Classification Seniority

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

For the purposes of calculating Classification Seniority, employees who were released from probationary status and subsequently returned to the same classification will not receive credit for time served during the first probationary period. (Example: Lieutenant is released from probation and subsequently promotes back to Lieutenant. Only the

current time spent as a Lieutenant shall be counted towards classification seniority. Time in classification spent prior to the probationary release does not count.) If an employee is released from probation and demotes to a lower level classification all time spent in the higher level classification shall count towards Classification Seniority in the lower level classification and toward overall County Seniority.

Example of Classification Seniority Calculation:

Initial Reduction in Force of One Lieutenant Position

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

Impact on Sergeants

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

2. Calculation of Department Seniority

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

3. Calculation of County Seniority

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

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

4. Lottery

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

WRITTEN NOTICE

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

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

DEMOTION RIGHTS IN LIEU OF LAYOFF

In lieu of being laid off, an employee may elect to voluntarily demote within the Sheriff's Department to a lower paid classification previously held and in which the employee presently meets the minimum qualifications of the classification. Less senior employees who may be displaced as a result of demotion actions shall in turn be subject to the provisions of this section. In order to exercise these options, the employee affected must so advise the Deputy Executive Officer of Human Resources in writing no later than seven (7) working days after receiving notice of layoff.

VOLUNTARY TRANSFER OR DEMOTION IN LIEU OF LAYOFF VACANCY

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

RE-EMPLOYMENT

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

the Department Head or designee. The former employee shall have fourteen (14) calendar days to respond to the notice.

ADMINISTRATIVE DECISIONS

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

APPEALS

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

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

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

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

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

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

SICK LEAVE CASH OUT PROVISIONS

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