

Solano Probation Peace Officer Association

August 10, 2022

Proposal # 3 Units 12 & 15

18. Discipline Procedure

18. DISCIPLINARY ACTION

The appointing authority may dismiss suspend, demote or reduce in salary for disciplinary reasons any employee in the classified service ~~provided the rules and regulations of the Civil Service Commission are followed:~~

18.1 Procedure

- A. The appointing authority proposing that disciplinary action be taken shall provide the employee with written notice of the proposed action. The written notice shall include:
1. A description of the proposed action to be taken.
 2. A clear and concise statement of the reasons for the proposed action.
 3. A statement that a copy of the materials upon which the action is based are attached or will be provided electronically to available for inspection by the employee or by the employee's representative.
 4. A statement advising the employee of the right to respond to the charges either verbally or in writing to the appointing authority proposing the action prior to its effective date, including the time within which such response must be made (at least ten (10) calendar days from the date of service of the written order). Failure of the employee to make a written or oral response will may constitute waiver of the right to respond.
- B. If the employee elects to respond in person, a meeting shall be scheduled with the Department Head or his/her/their designee at which the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by the person of his/her/their choosing at the meeting. The appointing authority may amend, modify, or revoke any or all of the charges contained in the written order. The appointing authority shall provide notice to the employee of the disciplinary action to be taken and ~~of his/her right to appeal to the County Civil Service Commission and~~ the time within which the appeal must be made.
- B-C. The procedure for any appeal from disciplinary action imposed under this Article must comply with the Public Safety Officers Procedural Bill of Rights Act (Gov. Code §§ 3300 et seq.)

18.2 Appeal Process

~~Any employee may either appeal such dismissal, suspension, demotion, or reduction in salary to the Civil Service Commission or through the non-Civil Service Commission process as described below; however, should an employee who has retained Civil Service status be disciplined again within the following three (3) years then the employee must engage in the disciplinary action appeal process (e.g. Civil Service Commission or non-Civil Service Commission appeal) as was last used by the employee.~~

~~A copy of all proposed disciplinary actions and/or disciplinary actions will be provided to SPPOA. An employee may not both appeal to the Civil Service Commission and file an appeal under this Disciplinary Action Appeal process.~~

~~18.3 Disciplinary Action Appeal Process – Not to the Civil Service Commission~~

~~A. Appeal to the Director of Human Resources~~

~~Disciplinary actions may be appealed to the Director of Human Resources within fifteen (15) calendar days of the date the Notice of Discipline is provided to the employee. The Director of Human Resources shall have twenty one (21) calendar days to investigate the issues, meet with the appellant and attempt to reach a satisfactory resolution. No disciplinary action appeal may be processed under additional disciplinary action appeal steps which has not first been filed and investigated in accordance with this step.~~

~~B. Appeal to Mediation~~

~~Disciplinary actions that have been investigated by the Director of Human Resources may be appealed to a mediator within twenty one (21) calendar days of the date the Director of Human Resources' decision is provided to the employee. Mediation will be convened within ninety (90) working days of receipt of the timely request for mediation.~~

~~The mediator shall be selected by mutual agreement from the State Conciliation Service. In the event either party does not believe that a settlement can be reached, the matter shall be referred directly to an impartial arbitrator in accordance with section 18.3C of this agreement.~~

~~C. Appeal to Arbitration~~

~~Either the Association or the County may require that the appeal be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the Director of Human Resources or his/her designee.~~

~~In the event the parties are unable to agree on an arbitrator,~~ The parties shall solicit from the State of California Mediation and Conciliation Service a list of seven (7) arbitrators qualified to hear matters involving public safety officers. After the receipt of the list, the parties shall alternatively strike arbitrator^s' names from the list until one (1) arbitrator's name remains.

The fees and expenses of the arbitrator and of a ~~C~~ourt ~~R~~epporter shall be shared equally by the Association and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. ~~The request for arbitration must be made in writing within twenty one (21) calendar days following the recommendation of the mediator.~~

The arbitration shall be conducted consistent with the ordinary rules of binding arbitration in disciplinary actions arising under the Public Safety Officers Procedural Bill of Rights Act or under rules agreed upon by the parties (e.g., arbitration rules of the American Arbitration Association). Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.

~~D. Disciplinary Action Appeal Timelines~~

Failure of the employee or the employee's representative to adhere to the timelines contained in this article shall be considered an abandonment of ~~his/her the~~ appeal. The parties may extend any of the timelines in this article by mutual agreement.

~~Failure of the County to adhere to the timelines contained in this article shall allow the employee, or the employee's representative, to pursue his/her appeal to the next higher step.~~

~~E. Scope of Disciplinary Action Appeal Adjustment Board and Arbitration Decisions~~

~~1. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.~~

~~2. No adjustment board and no arbitrator shall hear, decide or make recommendations on any dispute unless it involves a position in a unit represented by the Association certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in this Memorandum of Understanding.~~

~~F. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda shall not be subject to arbitration or an adjustment board. No proposal to modify, amend or terminate this Memorandum of Understanding nor any matter or subject arising out of or in connection with such proposal may be referred to an adjustment board or arbitration. No adjustment board or arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda or to establish any new terms or conditions of employment.~~

SPPOA

County