

**ARTICLE 7 - SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE**

7.1 Salaries

Effective January 15, 2008, all employees shall receive a 3.25% COLA.

Effective January 15, 2008 employees shall receive equity adjustments equal to one-half (1/2) of the amount necessary to bring them to 100% of the County identified comparison counties' labor market. Effective July 15, 2008, employees shall receive the second half (1/2) of the equity adjustments.

<u>Classification Series</u>	<u>Full Adjustment</u>	<u>Half of Adjustment effective 1/15/08</u>	<u>Half of Adjustment effective 7/15/08</u>
Correctional Officer I, II III	0.00%	0.00%	0.00%
Correctional Sergeant; Correctional IA INV; Pers/Background Invest Sgt	3.07%	1.54%	1.54%
Communications Disp I, II; Sr Commun Dispatch; Sprvsing Commun Disp	0.00%	0.00%	0.00%
Juvenile Correctional Counselor I, II, III, IV; Childrens Residential Cnslr I, II; Probation Industries Crew Supv; Field Supv; Supv Childrens Resident Cnslr	5.10%	2.55%	2.55%
Probation Officer I, II, III, IV	3.42%	1.71%	1.71%
Park Ranger I, II	0.00%	0.00%	0.00%
Welfare Fraud Investigator I, II; Welfare Fraud Inv I Int PO, II; Welfare Fraud Inv I Adv, II; Sr. Welfare Fraud Inv-Adv Post; Welfare Fraud Inv-Int Post; Sr Welfare Fraud Inv; Welfare Fraud Inv Trainee	0.00%	0.00%	0.00%
DA Investigator I, II, trainee; DA Inv I Int PO, II; DA Inv I Adv PO, II; Sr Inv Adv Post; Sr Inv Int Post	5.96%	2.98%	2.98%
Fire Inspector I, II	1.48%	0.74%	0.74%

## **ARTICLE 15 - STANDBY AND CALLBACK**

### 15.3 Standby for Fire Inspectors

Effective January 15, 2008, the Fire Inspector series standby pay will increase to \$5.82 per hour.

**ARTICLE 17 - MEALS AND REST PERIODS**

17.1 Rest Periods

Each department head shall grant rest periods to employees of his/her department. Such rest periods shall not exceed fifteen (15) minutes in any four (4) consecutive hours of work and shall be considered as time worked.

17.2 Lunch Periods

Department heads shall grant a lunch period during each daily work shift. The duration of the lunch period may be not less than thirty (30) minutes nor greater than one (1) hour. Different lunch periods may be assigned to different work units in the same County department or division. Lunch periods may be considered as time worked at the discretion of the department head.

**ARTICLE 18 - HEALTH AND WELFARE**

18.1 County Offered PPO Medical Insurance Plans – Effective January 8, 2007

**COUNTY HEALTH PLAN #2**

For individuals covered under the SCLEA MOU, the County Health Plan (CHP) PPO plan has been re-designed, and will be referred to as CHP #2. The new benefit provisions are outlined in the revised County Health Plan Summary Plan Description, to be approved by the Board of Supervisors.

**COUNTY HEALTH PLAN #3**

For individuals covered under the SCLEA MOU, the County will offer an additional PPO plan, and will be referred to as CHP #3. The benefit provisions of CHP #3 are outlined in the County Health Plan Summary Plan Description, to be approved by the Board of Supervisors.

18.2 County Offered HMO Medical Insurance Plans – Effective January 8, 2007

The County may offer up to two (2) HMO medical plans to eligible employees and their eligible dependent(s). Specific reference to a vendor listed below does not obligate the County to continue to offer a medical plan offered by a specific vendor. The HMOs shall have the following co-pays:

<b>Benefit Type</b>	<b>Co-pay</b>
Kaiser Office Visit	\$10
Kaiser Prescription Drug	\$5 generic/ \$10 formulary brand name
PacifiCare Office Visit	\$10
PacifiCare Prescription Drug	\$5 generic/ \$15 formulary brand name/ \$30 non-formulary brand name

### 18.3 Contributions Toward Medical Insurance for Employees

Effective July 2007, the County shall contribute toward the cost of County offered medical insurance for any eligible employee and their eligible dependent(s) in the following manner:

- a) For fiscal year 2007-2008, the County shall contribute eighty-five percent (85%) of the total premium of any medical plan offered.
- b) Beginning fiscal year 2008-2009, the County shall contribute a set dollar amount equal to eighty-five percent (85%) of the total premium of the lowest cost medical plan offered for each level of coverage (employee only, employee plus one (1) dependent, and employee plus two (2) or more dependents), regardless of the medical plan selected;
  - i. Employees may elect to enroll in any County offered medical plan and shall pay for all costs in excess of the County contribution dollar amount specified in Section 18.3(b), above, however;
  - ii. Any County contribution dollar amount for a higher cost medical plan that exceeds the contribution amount specified in Section 18.3(b), shall be frozen at the 2007/2008 County contribution dollar amount, until such time as the amount in Section 18.3(b), meets or exceeds that frozen contribution dollar amount.
  - iii. The County will implement the 85%, Y-rated plan, effective as soon as possible, including plan design changes implemented by the Board of supervisors on April 10, 2007 through Resolution No. 95-0926 for both active and retired bargaining unit members. The existing language and linkage currently found in Sections 18.16 (a), (b), and (c) concerning retiree and active health insurance eligibility and County contribution toward premiums, remains unchanged. For the duration of this Resolution only, the County agrees to ensure that the "lowest cost plan" will have the same or substantially the same benefits and out of pocket costs to the employee as the Kaiser plan in effect on July 01, 2007. The open enrollment period will take place prior to the effective date of the health insurance changes, and all changes will be implemented as soon as practicable. Between August 14, 2007 and the effective date of the aforementioned plan and benefit changes, health insurance shall be provided as defined in the 2003-2007 MOU.

18.4 Medical Insurance Eligibility & Contributions for Retirees - Employed Before July 1, 1990

The following language in (a) was formerly contained in Sections 18.16 (a) as referenced in 18.3 B (3) above, and Appendix D attached.

*a.) Currently, the County contributes to the cost of a health plan for its retirees and their dependents. For any employee who is newly hired or rehired by the County or any other agency covered by this Memorandum after July 1, 1990, this benefit shall only be available upon the employee's retirement under the circumstances described herein.*

b.) Permanent employees hired before January 1, 1990, who were subsequently laid off and restored after January 1, 1990 as a permanent employee, are eligible to receive County contribution towards the cost of a County offered medical plan for the eligible retiree and their eligible dependent(s), if they meet the following conditions:

1. Are continuously employed without a break in service before retirement, and
2. Are a contributing member to Sonoma County's Retirement System.

18.5 Medical Insurance Eligibility & Contributions for Retirees - Employed After July 1, 1990

The following language in (a) and (b) was formerly contained in Sections 18.16 (b),and (c) as referenced in 18.3 B (3) above, and Appendix D attached.

*a) With respect to this retiree, he or she must have been employed with the County for a period of at least 10 years (consecutive or nonconsecutive) which may include employment with the County prior to July 1, 1990, and must have been a contributing member (or a contribution was made on the employee's behalf) of the County's Retirement System for the same length of time. Upon meeting these two conditions, the County shall contribute for the retiree only the same amount towards a health plan premium as it contributes to an active single employee in the same manner and on the same basis as is done at the time for other retirees who were hired or rehired before July 1, 1990. The retiree may enroll eligible dependents in the group health plan covering the retiree, but the retiree is responsible for the total dependent(s) premium(s).*

*b) When such an employee has been employed by the County for a period of at least 20 years (consecutive or nonconsecutive) which may include employment with the County prior to July 1, 1990, and has been a contributing member (or a contribution was made on the employee's behalf) of the County's Retirement System for the same length of time the County shall also contribute for one dependent the same amount towards a health plan premium as it contributes to an active employee with one dependent and in the same manner and on the same basis as is done at the time for other retirees who were hired or rehired before July 1, 1990. The retiree with 20 or more years of County service may enroll*

*eligible dependents in the group plan covering the retiree, but the retiree is responsible for the total premium cost of more than one dependent. In no event shall employees hired or rehired after July 1, 1990 be entitled to receive greater contributions from the County for a health plan upon retirement than the County pays for employees hired or rehired before July 1, 1990 upon their retirement*

18.6 Surviving Dependent of Retiree With Medical Insurance

Upon the death of a retiree enrolled in a County offered medical plan, who retired after March 07, 2000, the County will continue to pay the health plan premium contribution for one eligible surviving dependent who is already receiving the County contribution for their medical insurance under Article 18.4 or 18.5.

18.7 Dental Benefits

The County will provide dental and orthodontic benefits to active employees and their dependent(s). The following employee contribution will apply:

Employee Contribution: \$11.00 per pay period

18.8 Vision Benefits

The County will provide vision benefits to active employees and their dependent(s). The County will pay the entire cost of the premium for vision benefits. Part-time employees must participate and must pay their pro-rated contribution, in accordance with Section 18.11.

18.9 VDT (Video Display Terminal) Optical Benefit

The County will offer a VDT benefit. Full-time and part-time employees who are assigned to use a VDT, as a part of their regular job assignment, for twenty hours (20) per week or more on an ongoing basis will be eligible to the VDT benefit.

Eligible employees will receive a VDT eye examination and, if prescribed, VDT lenses and frames through arrangement with the County's VDT vendor.

18.10 Domestic Partner Medical, Vision, and Dental Coverage

The County agrees to offer medical, dental and vision coverage to the domestic partners' of eligible employees who have provided the County with a signed domestic partner affidavit.

18.11 Part-Time Employee Benefits

a. Part-time employees shall be eligible to participate in a medical plan, vision plan and/or the dental plan on a pro-rata basis. Proration shall be based on the number of hours worked in the pay period.

b. Part-time employees who began receiving full-time insurance benefits on or before June 30, 1983 shall continue to receive those benefits.

c. A part-time employee covered under this MOU, whose regularly assigned work schedule is sixty (60) hours or greater in a bi-weekly pay period, shall receive medical, dental and vision coverage as if the part-time employee were a full-time employee. Said part-time employee shall receive life insurance and long-term disability insurance in accordance with the employee's regularly assigned schedule.

d. Except for part-time employees referred to in this Section 18.12(b), part-time employees shall not be eligible to participate in the County's life insurance program.

18.12 Long-Term Disability

The Association has elected to purchase Long Term Disability benefits from an outside provider as a part of Association membership. Coverage is mandatory and premiums will be paid by the employees by payroll deduction on the first payroll of each month. An amount equivalent to the premium will be paid to the employee, and included in retirement calculations on the pay date the deduction is taken.

The insurance provider will be required to supply the County information on benefits paid to employees. Sick leave accruals may be used to supplement long-term disability benefits according to the plan document.

Prior claims under the County's self-insured plan will be processed according to the procedures set forth in the County's plan document.

The Union will provide to the Human Resources Department a monthly list of applicants and recipients, including a list of approvals and denials, and a copy of any changes to the LTD policy as the changes occur. In addition, the Union agrees that any separately purchased plan shall comply with the County's Transitional Duty Policy, including a requirement that benefits shall cease should an employee refuse a transitional duty assignment.

18.13 Continuation of Insurance Contributions During Unpaid Absence or Leave Without Pay

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than fifty percent (50%) of the employee's allocated full-time equivalent (FTE) in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total benefit premiums if the employee desires to continue any coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to not less than fifty percent (50%)

of the employee's allocated full-time equivalent (FTE) in a pay period, the County will continue to pay its normal benefit contributions.

18.14 Medical/Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's health, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per illness. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continue coverage by paying the full cost of the insurance premiums. Prior to the exhaustion of the thirteen (13) pay periods, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Section shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full time equivalent as specified in this Section 18.14 (Medical or Pregnancy Disability Leave). If the employee returns to medical or pregnancy leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's pay status hours fall below fifty percent (50%) of the allocated full-time equivalent.

The County's thirteen (13) pay period Medical Leave without pay benefit entitlement shall run concurrent with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

The employee's eighteen (18) month entitlement under COBRA law shall begin when FMLA/CFRA/CPDL has been exhausted and the employee goes on an unpaid leave, which is less than fifty percent (50%) of the employee's allocated hours. When an employee returns to work and has at least fifty percent (50%) of the employee's allocated full time equivalent in pay status in any pay period and subsequently goes out on Medical or Pregnancy Disability Leave, the eighteen (18) month COBRA time period starts over again. A new eighteen (18) month COBRA period begins again from the pay period in which the employee has a reduction of hours below fifty percent (50%) of the employee's allocated full time equivalent, as this would constitute a new qualifying event under COBRA.

18.15 Employee Notification Obligations

An employee who is entitled to continued benefit coverage as specified in 18.13 and 18.14,

must notify the Auditor-Controller no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form.

If the Department authorizes the leave, the Department shall forward the completed Leave of Absence Form to the Auditor-Controller's Office. To assure continued insurance coverage, premiums shall be paid by the employee to the Auditor-Controller's office no later than the last day of the pay period. This premium provides coverage for the two (2) week period from the next pay date. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to reinstate coverage, the employee shall pay a late charge in addition to the premium amount by the date specified in the reminder notice.

Only one (1) reminder notice will be sent. If the employee fails to make proper payment to the Auditor-Controller by the end of the second (2<sup>nd</sup>) pay period, the employee's continued health, dental, vision, life insurance and LTD coverage shall be terminated. Under no circumstances will the County be obligated to pay premiums for dependent coverage under Sections 18.12 and 18.13.

#### 18.16 Temporary Disability Indemnification

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury, compensable by temporary disability indemnity shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular base salary as follows:

- All sick leave shall be taken until the remaining sick leave balance is forty (40) hours or less.
- Once the sick leave balance is forty (40) hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and/or compensatory time off up to his/her base salary.
- Employees whose sick leave balance is forty (40) hours or less may also elect not to supplement at all. An employee shall accrue vacation leave and sick leave only during such portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave or compensatory time off.

#### 18.17 Plan Documents and Other Controlling Documents

While mention may be made in this MOU of various provisions of benefit programs, including dispute resolution, specific details of benefits provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County.

18.18 Participation

Election to participate in a County offered health plan will take place during the first full pay period following employment or it shall be made during an annual open-enrollment period of at least three (3) weeks (twenty-one (21) days).

18.19 Salary Enhancement Plans

The County shall allow all eligible employees:

- a) Who belong to the County's Retirement System to have their wages adjusted according to IRS Code Section 414(h)(2), which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.
- b) To make required contributions towards health insurance premiums with pre-tax dollars through payroll deduction, according to IRS Code Section 125. Benefits eligible for this diversion are premium contributions towards medical, dental and vision insurance.
- c) To set aside pre-tax dollars via a Health Care Reimbursement Account (HCAP), under IRS Code Section 105, for reimbursement of employee's medical expenses not covered under medical, dental and vision insurance plans.
- d) To set aside pre-tax dollar via a Dependent Care Assistance Plan (DCAP), under IRS Code Section 129, for reimbursement of employee's childcare expenses.

All of these salary enhancement plans are administered by the County in accordance with applicable Federal and State laws and, as such, are not subject to Article 31 (Grievance Procedure) of the Memorandum.

18.20 Layoff Health Insurance

The County will continue to comply with the continued health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). In the event COBRA is rendered inapplicable to the County, either by legislative or judicial action, the County shall, from the effective date of such action, allow employees who are laid off to elect to continue health insurance coverage for themselves and their eligible dependents, except that the total premium cost for such coverage shall be paid by the employee. Under such a replacement program, laid off employees participation in the County Health Plan shall not be continued for more than thirteen (13) pay periods after the effective date of lay-off. Such health insurance coverage will be discontinued if the employee finds other employment, which provides health insurance coverage.

18.21 Special Employee Assistance Program

The County will continue the current level of benefits under the special Employee Assistance Program (EAP) for all represented employees during the term of this Memorandum.

18.22 Claims Disputes with County Health Plan

Employees shall utilize the appeal procedures in the County Health Plan for any disputes concerning a claim payment. If the dispute remains unresolved to the satisfaction of the employee after exhausting that appeal procedure, the Association may file a grievance on behalf of the employee at the Arbitration Step of this Memorandum for a final and binding decision.

18.23 Claims Disputes with Dental and Vision Plans

Employees shall utilize the appeal procedures in the contracts with the dental and vision insurance plans for any dispute concerning a dental or vision claim payment. A decision rendered by the final authority specified in each contract shall be final and binding and no grievance may be filed over such a dispute through this Memorandum.

18.24 Claims Disputes over LTD

a. County Self-Insured Plan: Any dispute by an employee over a claim processed under the County's Long Term Disability (LTD) plan shall be appealed to the Risk Management Division of the Human Resources Department for a final County decision.

If the dispute remains unresolved to the satisfaction of the employee, the Association may file a grievance on behalf of the employee at the Arbitration Step of this Memorandum's Grievance Procedure for a final and binding decision.

b. Outside Provider Plan: Employees shall utilize the appeal procedures in the PORAC plan for any dispute regarding new claims under this plan.

18.25 Claims Disputes with HMOs

Any dispute by an employee over a claim processed by a County offered HMO plan is a matter to be resolved solely between the employee and the HMO and may not be processed through the Grievance Procedure of this Memorandum. The County will bear no responsibility for resolving such a dispute.

18.26 Workers' Compensation Claims Disputes

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this Memorandum.

18.27 Law Enforcement EAP Claims Disputes

Any dispute by an employee over service received or not received through the County's special Employee Assistance Program (EAP) for all represented employees, shall be a matter to be resolved solely between the employee and the organization contracted with by the County to provide the EAP services. EAP claims disputes may not be processed through any County grievance procedure available to employees covered under this Memorandum. The County will bear no responsibility for resolving such a dispute.